

Memorandum

MIAMI-DADE
COUNTY

Date: May 4, 2010

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

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

From: George M. Burgess
County Manager

Resolution No. R-481-10

Subject: Lease Agreement at SW 168th Street and SW 97th Avenue, Miami
for Miami-Dade Transit Busway Park & Ride Lot

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a Lease Agreement/Option to Purchase at SW 168th Street and SW 97th Avenue, Miami with Royal Group Investments, Inc., a for-profit Florida Corporation for premises to be utilized as a Park & Ride lot by Miami-Dade Transit (MDT) Busway patrons. The Lease Agreement/Option to Purchase has been prepared by General Services Administration at the request of MDT and is recommended for approval.

PROPERTY:

A parcel containing approximately 1.68 acres located at the Northeast Corner of SW 168th Street and SW 97th Avenue and adjacent to the South Miami-Dade Busway

COMMISSION DISTRICT:

Commission District 9

**COMMISSION DISTRICTS
IMPACTED:**

Commission Districts 8 and 9

OWNER:

Royal Group Investments, Inc.

COMPANY PRINCIPAL:

Alicio Pina

OWNER'S TRACK RECORD:

The County has no record of negative performance issues with Royal Group Investments, Inc.

USE:

This property has been leased by MDT since 1998 as a 149-space park and ride lot for the South Miami-Dade Busway and will continue to operate as such under this Lease Agreement/Option to Purchase. On October 31, 2008 the lease terminated. However, with the agreement of the Lessor, MDT continued to use the lot under the

terms of the expired lease while negotiations for the purchase of the property were being conducted. During this period, MDT continued to pay \$32,679.96 per year in rent plus a reimbursement of property taxes to the Lessor.

The appraisal prepared by TF Magenheimer Appraisal, Inc. M.A.I. in October 2009 indicates a fair market rental value for this property of \$88,000 per year. Therefore, MDT has agreed to pay the Lessor a one-time payment of \$82,980.06 as Additional Rent to reimburse for the difference between the amounts of rent paid for the eighteen month period between the cancellation of the lease on October 31, 2008 to April 2010 (\$4,610 per month in additional rent x 18 months = \$82,980).

JUSTIFICATION:

This park and ride lot is operating at capacity on weekdays. The nearest lot, approximately one mile north at SW 152 ST, is also filled to capacity daily. The only alternative to these park and ride lots is the lot located at SW 204 St; however this facility is located over three miles south of the SW 168th Street site.

LEASE TERM:

One (1) year.

RENTAL RATE:

The annual rent is \$88,000.00, based on the fair market lease value contained in the appraisal by T. F. Magenheimer Appraisal, Inc. of October 2009.

LEASE CONDITIONS:

Annual Rent of \$88,000.00, plus utilities, maintenance and trash pickup.
Additional Rent of \$82,980.06 for the difference in value since the expiration of the previous lease.

PURCHASE OPTION

County may exercise an Option to Purchase the property with 60 days notice. Two appraisals were conducted on the property in October and November 2009. One appraisal indicated a property value of \$1,318,000 and the other \$1,100,000. The Purchase Price is equal to the lower of the two appraisals - \$1,100,000.00. Today's agenda also contains an item authorizing a Joint Participation Agreement with the Florida Department of Transportation (FDOT) in the amount of \$700,000 for the purchase of this

Property. The balance of the funding will be provided from surtax funds.

FINANCIAL IMPACT:

The estimated first year impact of this agreement is as follows:

Rent	\$88,000
Maintenance, utilities, trash pickup	14,300
Additional Rent	82,980
Option to Purchase price	<u>1,100,000</u>
Total estimated first year impact	<u>\$1,285,280</u>

EFFECTIVE DATES:

Commencing on May 1, 2010 and expiring on April 30, 2011.

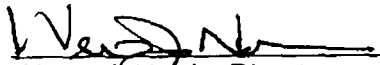
FUNDING SOURCE:

The cost of the Lease has been budgeted in MDT's operating budget for FY 2010-11. Index code is MT670100 and sub-object code is 25511.

The purchase will be funded pursuant to a future Joint Participation Agreement with FDOT - 50% State and 50% Charter County Transit System Surtax (Surtax).

MONITOR:

R. Staffeld, GSA


Wendi J. Norris, Director
General Services Administration

APPRAISAL REPORT

S. W. 168TH STREET PARK AND RIDE LOT

LOCATED AT:

THE NORTHEAST CORNER OF S.W. 168TH STREET
& S.W. 97TH AVENUE
MIAMI-DADE COUNTY, FLORIDA

PREPARED FOR:

MIAMI-DADE TRANSIT
701 N.W. FIRST COURT, SUITE 1700
MIAMI, FLORIDA 33136

AS OF:

OCTOBER 20, 2009

PREPARED BY:

T. F. MAGENHEIMER APPRAISAL, INC.
5730 S.W. 74TH STREET - SUITE 300
SOUTH MIAMI, FLORIDA 33143

T. F. MAGENHEIMER APPRAISAL, INC.

**5730 S.W. 74TH STREET, SUITE 300
SOUTH MIAMI, FLORIDA 33143**

Thomas F. Magenheimer, MAI
State Certified General Appraiser
RZ 0000553

Telephone (305) 663-6611
Fax (305) 665-4921
E-mail: tmagmai@aol.com

October 23, 2009

Judy Emerson
Miami-Dade Transit
701 N.W. First Court
Miami, Florida 33136

RE: S.W. 168th Street Park & Ride Lot

Dear Ms. Emerson:

In accordance with your request, I have prepared an Appraisal of the following described property:

A 1.68 acre land site known as the S.W. 168th Street Park and Ride Lot, located at the northeast corner of S.W. 168th Street and S.W. 97th Avenue, Miami-Dade County, Florida

The purpose of this Appraisal is to estimate the Market Value and Market Rent of the described property as of October 20, 2009, being one of the dates of personal inspection.

The Appraisal Report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth.

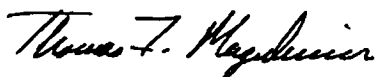
The report was prepared in accordance with the requirements of the Financial Institution Reform, Recovery, and Enforcement Act of 1989 (FIRREA) relating to appraisal standards as enumerated in Title 12, Code of Federal Regulation, Part 34 (12CFR34) and in compliance with the most current Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation.

Ms. Judy Emerson
Miami-Dade Transit
October 23, 2009
Page 2

Based on the inspection of the property and the investigation and analyses undertaken, I have formed the opinion that, as of October 20, 2009, the subject property had a Market Value and Market Rent of:

Estimated Market Value	\$ 1,100,000
Estimated Annual Market Rent	\$ 88,000

Respectfully submitted,



Thomas F. Magenheimer, MAI
State Certified General Appraiser
Certification Number: RZ0000553

TFM/rp
(TFM_09-040)



MEMORANDUM

(Revised)

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

DATE: May 4, 2010

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

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

Please note any items checked.

- ☐ "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
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

7

Approved _____ Mayor

Veto _____

Override _____

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

5-4-10

RESOLUTION NO. R-481-10

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT/OPTION TO PURCHASE AT SW 168 STREET AND SW 97 AVENUE, MIAMI WITH ROYAL GROUP INVESTMENTS, INC., FOR PREMISES TO BE UTILIZED BY MIAMI-DADE TRANSIT AS A BUSWAY PARK AND RIDE LOT, WITH A TOTAL FISCAL IMPACT TO MIAMI-DADE COUNTY NOT TO EXCEED \$185,280 FOR THE ONE-YEAR TERM OF THE LEASE; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE PURCHASE OPTION IN THE AMOUNT OF \$1,100,000; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS

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 the Lease Agreement/Option to Purchase between Miami-Dade County and Royal Group Investments, Inc., for premises to be utilized by the Miami-Dade Transit as a Busway Park and Ride Lot, with a total fiscal impact to Miami-Dade County not to exceed \$185,280 for the one-year term of the lease agreement; authorizing the County Mayor or the County Mayor's designee to execute the purchase option in the amount of \$1,100,000, in substantially the form attached hereto and made a part hereof; authorizing the County Mayor or his designee

to exercise any and all other rights conferred therein; and authorizing use of Charter County Transit System Surtax funds.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of May, 2010. 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.

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.

Bruce Libhaber

LEASE AGREEMENT

THIS LEASE AGREEMENT, made on the day of , 2010, by and between ROYAL GROUP INVESTMENTS, INC., hereinafter called the "LESSOR," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "LESSEE."

ARTICLE I PREMISES TO BE LEASED

That LESSOR, for and in consideration of the restrictions and covenants herein contained, hereby leases to LESSEE, and LESSEE hereby agrees to lease from LESSOR the property, located at the Northeast corner of Southwest 168th Street and Southwest 97th Avenue in Miami, Florida, legally described in EXHIBIT "A", attached hereto and incorporated herein by reference (the DEMISED PREMISES).

ARTICLE II TERM OF LEASE

The term of this LEASE, subject to the Option to Purchase contained in ARTICLE XVII, herein, shall be one (1) year, commencing on May 1, 2010, and terminating on April 30, 2011.

ARTICLE III LEASE PAYMENTS

The annual rent shall be Eighty-Eight Thousand Dollars and 00/100 (\$88,000.00), payable in twelve (12) equal monthly installments of Seven Thousand Three Hundred Thirty-Three Dollars and 00/100 (\$7,333.00). The rent shall be payable in advance on the first day of every month at 155 New Barn Road, Suite 104, Miami Lakes, Florida 33014, or at such other place and to such other person as LESSOR may from time to time designate in writing, as set forth herein.

ARTICLE IV
USE OF DEMISED PREMISES

During the Lease term, the demised premises shall be used by LESSEE as a "park and ride" lot for Miami-Dade Transit. Notwithstanding the foregoing, LESSEE may use the demised premises for any lawful purpose which does not otherwise conflict with this Lease.

ARTICLE V
MAINTENANCE, UTILITIES AND TAXES

LESSEE, at its sole cost and expense, shall be responsible for all costs associated with maintaining the demised premises in a clean, slightly and usable condition, including but not limited to refuse pickup, landscaping costs and routine repairs to the demised premises. LESSEE shall pay all utility charges for the demised premises. LESSOR shall pay all property taxes, including ad valorem and special district assessments, for the demised premises.

ARTICLE VI
DESTRUCTION OF DEMISED PREMISES

In the event the demised premises should be destroyed or so damaged by fire, windstorm or other casualty to the extent that demised premises are rendered unfit for the LESSEE's purpose, either party may cancel this Lease Agreement for its convenience by the giving of written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and LESSEE shall only be liable to LESSOR for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LESSOR shall cause the demised premises to be repaired and placed in good condition within sixty (60) days following the date of casualty, time being of the essence. If the demised premises sustained damages such that repairs cannot be completed within sixty (60) days, LESSEE shall be entitled to cancel the Lease Agreement by the giving of written notice to LESSOR at any time, notwithstanding the commencement of any repairs by LESSOR. LESSEE shall not be liable for rent during such period of time as the demised premises are untenable by reason of fire, windstorm or other casualty.

In the event of partial destruction or damages to the demised premises which do not render the demised premises untenable, the rents shall be proportionately abated in accordance with the extent to which LESSEE is deprived of use, occupancy or full enjoyment of the premises, unless LESSEE exercises its right of cancellation as set forth above.

ARTICLE VII

SIGNS

Signage will be of the design and form of lettering mutually agreed to by LESSOR AND LESSEE. The cost of design and painting is to be paid by LESSEE. All signs shall be removed by LESSEE at termination of this Lease Agreement and any damage or unsightly condition caused to demised premises because of or due to said signs shall be satisfactorily corrected or repaired by LESSEE. LESSOR may disallow only signs which have not been previously approved.

ARTICLE VIII

PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LESSOR agrees that LESSEE shall and may peaceably have, hold, and enjoy the demised premises above described, without hindrance or interruption by LESSOR.

ARTICLE IX

SURRENDER OF DEMISED PREMISES

Unless the LESSEE exercises its Option to Purchase as provided for in ARTICLE XVII, herein, LESSEE agrees to surrender to LESSOR at the end of the term of this Lease Agreement, or any extension thereof, said demised premises in as good condition as said demised premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE X
INDEMNIFICATION AND HOLD HARMLESS

LESSOR shall indemnify and hold harmless the LESSEE and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the LESSEE or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the negligence and/or willful actions of the LESSOR or its employees, agents, servants, partners, principals or subcontractors. LESSEE shall to the extent and within the limitations of Section 768.28, Florida Statutes indemnify and hold harmless the LESSOR and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the LESSOR or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the negligence and/or willful actions of the LESSEE or its employees, agents, servants, partners, principals or subcontractors. LESSOR shall pay all claims and losses in connection with claims based upon its negligence or willful action and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the LESSEE, based upon LESSOR'S negligence, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LESSEE shall pay all claims and losses in connection with claims based upon its negligence or willful action and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the LESSOR, based upon LESSEE'S negligence, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LESSOR expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by LESSOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LESSEE, or its officers, employees, agents, and instrumentalities as herein provided.

LESSEE does hereby agree to indemnify and hold harmless the LESSOR to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the LESSEE shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the

negligence of the LESSEE. However, nothing herein shall be deemed to indemnify the LESSOR from any liability or claim arising out of the negligent performance or failure of performance of the LESSOR or any unrelated third party.

ARTICLE XI **SUCCESSORS IN INTEREST**

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XII **ASSIGNMENT BY LESSOR**

If the interests of LESSOR under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the demised premises, LESSEE shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LESSOR under this Lease Agreement, and LESSEE does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LESSOR, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LESSOR under this Lease Agreement. The respective rights and obligations of LESSEE and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LESSOR's interests, LESSOR shall be released and relieved from all liabilities and responsibility to LESSEE thereafter accruing under this Lease Agreement or otherwise and LESSOR's successor by acceptance of rent from LESSEE hereunder shall become liable and responsible to LESSEE in respect to all obligations of the LESSOR under this Lease Agreement.

ARTICLE XIII **OPTION TO PURCHASE**

LESSOR hereby grants LESSEE an option to purchase the demised premises in fee simple, at any time during the term of this Lease Agreement, under the following terms and conditions:

1. The Option to Purchase may be exercised by LESSEE at any time during the term of this Lease Agreement provided that the LESSEE gives written notice to the LESSOR that it is exercising its Option to Purchase at least sixty (60) days in advance of the proposed closing date. This written notice to LESSOR shall constitute LESSEE'S exercise of Option to Purchase.

2. No less than thirty (30) days prior to closing, LESSOR/SELLER shall disclose in writing to LESSEE/BUYER any easements, encroachments or covenants which in any way impact or relate to the Demised Premises. .

3. In the event LESSOR SELLER is unable to deliver clear and marketable title, free from easements and encroachments that make the property unsuitable for its intended purpose, then LESSEE/BUYER, may in its sole discretion cancel the purchase option and any obligation to purchase shall be null and void.

4. The Purchase Price shall be One Million, One Hundred Thousand Dollars and 00/100 (\$1,100,000.00).

LESSOR/SELLER shall be responsible for its prorated share of real property taxes, recording fee of the Warranty Deed, payment of Florida Documentary Stamp Taxes, Miami-Dade County Surtax on the Warranty Deed and all taxes or costs associated with the conveyance.

5. LESSEE/BUYER shall be responsible for the cost of obtaining a survey of the demised premises, and the cost of a title commitment and title insurance policy.

6. Each party shall be responsible for its own legal costs and other costs incidental to the transaction.

ARTICLE XIV

ADDITIONAL RENT

The LESSEE agrees to pay to LESSOR within sixty (60) days of Lease commencement Eighty-Two Thousand nine hundred and eighty and 06/100 DOLLARS (\$82,980.06) as additional rent for the eighteen month period of November 1, 2008 to April 30, 2010.

ARTICLE XV
NOTICES

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

LESSEE:

Miami-Dade Transit
Right of Way, Utilities and Property Management
701 NW 1 Court, Suite 1500
Miami, Florida 33196

LESSOR:

Royal Group Investments, Inc.
15500 New Barn Road, Suite 104
Miami Lakes, Florida 33014

shall constitute sufficient notice to LESSEE, and written notice addressed to LESSOR, and mailed or delivered to the address as stated above, shall constitute sufficient notice to LESSOR to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XVI
DEFAULT OF LESSEE OR LESSOR

If LESSEE or LESSOR shall violate or fail to perform any of the conditions, covenants, or agreements herein, and if such violation or failure continues for a period of thirty (30) days after written notice thereof, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to LESSEE by LESSOR, then LESSEE or LESSOR may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, as may be applicable. Further, if LESSEE or LESSOR shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as LESSEE or LESSOR shall diligently prosecute such cure. All rights and remedies under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies under applicable law.

ARTICLE XVII
GOVERNING LAW

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE XVIII
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only in writing and only if approved by resolution of the Board of County Commissioners.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.
(CORPORATE SEAL)

Riley R. Gonzalez
WITNESS

Wm C. Pickard
WITNESS

By: [Signature] (LESSOR)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Carlos Alvarez
County Mayor (LESSEE)

Approved by the County Attorney as
to form and legal sufficiency [Signature]

EXHIBIT "A"

DEMISED PREMISES

Folio No. 30-5028-000-0560

The legal description of the subject is derived from the survey performed by Robayna and Associates, Inc. on February 12, 1997 (Job No. 960115). The legal description is as follows:

A portion of the Southeast 1/4 of Section 28, Township 55 South, Range 40 East, Miami-Dade County, Florida, being more fully described as follows:

Begin at the Southwest corner of Section 28, Township 55 South, Range 44 East; thence North 00 degrees, 13' 45" West along the Westerly line of said Section 28, a distance of 378.50 feet to point; thence due East, departing said westerly line with Southerly Lots 1,2, and 3, Block 1, PALMETTO COUNTRY CLUB ESTATES PART ONE, as recorded in Plat Book 65, Page 135, Public Records of Miami-Dade County, Florida, a distance of 319.76 feet to a point; thence South 25 degrees, 06' 57" West with the Northwesterly line of Tract "A" of said PALMETTO COUNTRY CLUB ESTATES PART ONE, a distance of 418.02 feet, to a point on the Southerly line of said Section 28; thence due West along said Southerly line, a distance of 140.82 feet to the Point of Beginning; Subject to a right of way for road purposes over the South 35.00 feet, the West 25.00 feet and the external area of a 25.00 feet radius return concave Northeasterly, tangent to the above mentioned right of way lines.

Said lands situate, lying and being in Miami-Dade County, Florida, and containing 74,225 square feet or 1.6810 acres more or less.