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

MEMORANDUM

Agenda Item No. 8(O)(1)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: February 2, 2016

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution approving a contract in the amount of $271,150.00 for Sale and Purchase between Camille Paul Gilbert and Margaret Gilbert Lane as trustee of the First Restatement of the Camille Paul Gilbert Trust Agreement dated November 22, 1999 and Robert Yoham and Mary Yoham, as sellers, and Miami-Dade County, as buyer, of approximately 4.93 acres of vacant land located on the southeast corner of NW 145 Avenue between NW 3 Street and 4 Street in unincorporated Miami-Dade County to be utilized in connection with the County's Ocean Outfall Compliance Plan

Resolution No. R-126-16

The accompanying resolution was prepared by the Water & Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: February 2, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Acquisition of Approximately 4.93 Acres of Vacant Land in the Amount of $271,150.00 Located on the Southeast Corner of NW 145 Avenue Between NW 3 Street and NW 4 Street in Connection with the County's Ocean Outfall Compliance Plan

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Contract for Sale and Purchase between Miami-Dade County (Buyer) and Camille Paul Gilbert and Margaret Gilbert Lane, as trustee of the First Restatement of the Camille Paul Gilbert Trust Agreement dated November 22, 1999, and Robert Yoham and Mary Yoham (Sellers) for $271,150.00. More specifically, the resolution does the following:

1) Authorizes the acquisition of property (Folio No. 30-4903-003-0100) including approximately 4.93 acres of vacant land located on the southeast corner of theoretical NW 145 Avenue between NW 3 Street and NW 4 Street in unincorporated Miami-Dade County, Florida; and
2) Authorizes the County Mayor or the County Mayor's designee to execute the Contract for Sale and Purchase (Attachment A to the resolution) in the amount of $271,150.00.

This is a willing buyer/willing seller Contract for Sale and Purchase placed before the Board for approval to be utilized in connection with Miami-Dade County's Ocean Outfall Compliance Plan.

Scope

The impact of the acquisition is countywide in nature. This acquisition is located in Commission District 12, which is represented by Commissioner Jose "Pepe" Diaz.

Fiscal Impact/Funding Source

The subject property was appraised at $271,150.00 by a state-certified appraiser hired by the County. The funding sources for this purchase are Wastewater Connection Charges, Water and Sewer Department Revenue Bonds Sold, and Future Revenue Bonds. The project number is 962670: Ocean Outfall Legislation, and the Adopted Budget Book FY2015-16, page 137.

Track Record / Monitor

WASD's Legislative and Municipal Affairs Assistant Director, Zaba S. Castro, will oversee this acquisition.

Delegation of Authority

The County Mayor or the Mayor's designee is authorized to execute the attached Contract for Sale and Purchase and to exercise any and all other rights conferred therein.

Background

Miami-Dade County currently uses two (2) ocean outfalls to dispose of wastewater effluent, one (1) at the Central District Wastewater Treatment Plant and one (1) at the North District Wastewater Treatment Plant. In 2008, the Florida Legislature approved, and the Governor signed into law, the requirement that all wastewater utilities in southeast Florida utilizing ocean outfalls for disposal of treated wastewater: 1) reduce nutrient discharges by 2018; 2) cease using the ocean outfalls by 2025; and 3) reuse 60 percent of wastewater flows by 2025. The statute also required affected utilities to submit a preliminary ocean outfall compliance plan to the Florida Department of Environmental Protection by July 1, 2013.

The County's Ocean Outfall Compliance Plan was completed and sent to the Florida Department of Environmental Protection on June 28, 2013. The subject property will be utilized in connection with the County's compliance with such plan in order to handle some of the wastewater flows currently going to the coastal plants, the North and Central District Wastewater Treatment Plants, and flows related to growth projected to 2035. The North and Central District Wastewater Treatment Plants are more at risk to storm surge and to sea level rise, so reducing average daily flows to these plants will reduce the vulnerability of the wastewater system.

The recommended purchase by the County is a willing buyer/willing seller transaction, and the subject site is not being acquired under threat of condemnation. The Contract for Sale and Purchase attached to the resolution is for the purchase of the subject property and is recommended as being in the County's best interest.

Jack Osterholt
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 2, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(O)(1)

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**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor'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**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)
2-2-16

RESOLUTION NO. R-126-16

RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF $271,150.00 FOR SALE AND PURCHASE BETWEEN CAMILLE PAUL GILBERT AND MARGARET GILBERT LANE AS TRUSTEE OF THE FIRST RESTATEMENT OF THE CAMILLE PAUL GILBERT TRUST AGREEMENT DATED NOVEMBER 22, 1999 AND ROBERT YOHAM AND MARY YOHAM, AS SELLERS, AND MIAMI-DADE COUNTY, AS BUYER, OF APPROXIMATELY 4.93 ACRES OF VACANT LAND LOCATED ON THE SOUTHEAST CORNER OF NW 145 AVENUE BETWEEN NW 3 STREET AND 4 STREET IN UNINCORPORATED MIAMI-DADE COUNTY TO BE UTILIZED IN CONNECTION WITH THE COUNTY'S OCEAN OUTFALL COMPLIANCE PLAN; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT, TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, TO TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE AND TO ACCEPT CONVEYANCE OF PROPERTY BY WARRANTY DEED; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD SUCH DEED

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:

Section 1. The foregoing recital is incorporated in this resolution and is approved.

Section 2. This Board hereby approves the Contract for Sale and Purchase, in the amount of $271,150.00, between Camille Paul Gilbert and Margaret Gilbert Lane as trustee of the First Restatement of the Camille Paul Gilbert Trust Agreement dated November 22, 1999 and Robert Yoham and Mary Yoham, his wife, as Sellers, and the County, as Buyer, of approximately

4.936 acres of vacant land located on the southeast corner of theoretical NW 145 Avenue between NW 3 Street and NW 4 Street, in unincorporated Miami-Dade County, Florida in substantially the form attached as Attachment A and made a part hereof to be utilized in connection with the County's Ocean Outfall Compliance Plan, and authorizes the County Mayor or the County Mayor's designee to execute the same for and on behalf of Miami-Dade County to exercise any and all other rights conferred therein and all other actions necessary to effectuate said purchase, and to accept conveyance of said property by Warranty Deed.

Section 3. Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or the County Mayor's designee to record the instrument of conveyance evidencing the transfer of title to the County in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this Resolution.

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

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

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The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of February, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

ATTACHMENT A

CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase is entered into as of the___ day of_____, 2015 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer," whose post office address is 111 N.W. 1st Street, Suite 2460, Miami, Florida, 33128, and Camille Paul Gilbert and Margaret Gilbert Lane as trustee of the First Restatement of the Camille Paul Gilbert Trust Agreement dated November 22, 1999 and Robert Yoham and Mary Yoham, his wife, herein after referred to as "Sellers," whose post office addresses are: 7000 S.W. 79 Ct., Miami, Florida, 33143 and 7900 S.W. 139 Terrace, Palmetto Bay, Florida respectively.

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

1. REALTY. Sellers agree to sell to Buyer, and its successors in interest, and Buyer agrees to purchase from Sellers 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, rights of reverter, and other rights appurtenant to said 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 Sellers, 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 Sellers 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 Two Hundred and Seventy One Thousand One Hundred and Fifty and 00/100 dollars **($271,150.00).** The purchase price is predicated on a site area of 4.93 Acres and 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 proration provided for herein and will be paid at closing by County check or wire transfer of U.S. funds for the Property referenced above.

3. INTEREST CONVEYED. Sellers are the record owners of the fee simple title to the subject Property and agree to convey good, marketable and insurable title by Warranty Deed, unencumbered by any leases, liens, or other encumbrances.

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 Sellers'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 Sellers. Said commitment shall show a good, marketable and insurable title to the unencumbered Real 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 Sellers. 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. In connection herewith, Seller agrees to provide: all affidavits and other documents as required by the title insurer. 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 Sellers 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 Regulatory and Economic Resources (DRER) and conduct a review of the environmental site assessment as required or recommended by DRER 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 Real 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's 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 Buyer's option without adjustment to the Purchase Price such option to be exercised in writing within fifteen (15) days of Sellers's 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 Sellers 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 Sellers elect not to terminate this Contract and proceed with Closing, Sellers shall, at Sellers'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. Buyer, at Buyer's sole cost and expense and not less than 30 days prior to closing, deliver to Sellers, a current, certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida. 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 Sellers's and Buyer's approval.

8. RIGHT TO ENTER REAL PROPERTY. Sellers agree 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 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 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. 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. APPRAISAL CONTINGENCY. The Buyer may order and pay for an appraisal on the property. If the appraised value is less than the total purchase price stated in the contract of sale, the Buyer may, within five (5) calendar days of Buyer's receipt of the appraisal, at Buyer's sole option, terminate this contract, unless the parties negotiate other terms.

10. TENANCIES. Seller further warrant and represent 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.

11. 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.

12. 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 Sellers. 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 Sellers.

13. CLOSING. The closing of this transaction shall be completed within 120 days of the Effective Date of this contract unless otherwise extended, as mutually agreed upon by both Buyer and Sellers or as otherwise provided herein. The precise date, time, and place of closing shall be set by Buyer and Sellers.

14. TIME. Buyer and Sellers 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 Sellers or Buyer.

15. 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 Sellers. 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.

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

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

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

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

20. 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.

21. LITIGATION. In the event of any litigation arising out of this Contract, each party shall bear its own attorney's fees and costs.

22. DISCLOSURE. Sellers warrant 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 Sellers to Buyer or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.

23. 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.

24. 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.

25. 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.

26. 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.

27. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Sellers without the express written consent of each other, which consent shall not be unreasonably withheld.

28. 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.

29. EFFECTIVENESS. The effectiveness of this Contract is contingent upon: (a) 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 any 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.

30. Buyer and Sellers acknowledge that this purchase and sale transaction is being made on a willing buyer/willing Sellers's basis, , and that this transaction is not being consummated under threat of condemnation.

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: Liliana M. Rainey-Lacau
Miami-Dade County-Water and Sewer Department
Real Estate Manager
3071 SW 38th Ave (Le Jeune Rd. Building)
Miami, Florida 33146

as to Sellers: Deborah Parent
305-310-7457
Parabian99@aol.com

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

BUYER:

ATTEST:

MIAMI-DADE COUNTY

By: _____
Clerk

By: _____
County Mayor

Date: _____

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

SELLERS:

Witness

Douglas R. Parent
Print

Witness

Deborah Y. Parent
Print

By: Camille Paul Gilbert
Camille Paul Gilbert, Individually
and as Trustee

Witness

Douglas R. Parent
Print

Witness

Deborah Y. Parent
Print

By: Margaret Gilbert Lane
Margaret Gilbert Lane, Individually
and as Trustee

Witness

Douglas R. Parent
Print

Witness

Liliana M. Rainey LACAU
Print

By: Robert R. Yoham
Robert Yoham

Witness

Douglas R. Parent
Print

Witness

Liliana M. Rainey-LACAU
Print

By: Mary Yoham
Mary Yoham

STATE OF FLORIDA
COUNTY OF MIAMI DADE

I HEREBY CERTIFY, that on this 6 day of October, 2015, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Camille Paul Gilbert, Individually and as Trustee of the First Restatement of the Camille Paul Gilbert Trust Agreement dated November 22, 1999, personally known to me, or proven, by producing the following identification: 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, the 6 day of October, 2015.

Liliana M. Rainey Lacau (SEAL)
Notary Public

Print Name
Notary Public, State of Florida
My Commission expires

LILIANA M. RAINEY-LACAU
MY COMMISSION # EE156219
EXPIRES April 10, 2016
(407) 398-0153 FloridaNotaryService.com

NOTARY SEAL / STAMP

STATE OF FLORIDA
COUNTY OF MIAMI DADE

I HEREBY CERTIFY, that on this 6 day of October, 2015, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Margaret Gilbert Lane, Individually and as trustee of the First Restatement of the Camille Paul Gilbert Trust Agreement dated November 22, 1999, personally known to me, or proven, by producing the following identification: 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, the 6 day of October, 2015.

Liliana M. Rainey Lacau (SEAL)
Notary Public

Print Name
Notary Public, State of Florida
My Commission expires

LILIANA M. RAINEY-LACAU
MY COMMISSION # EE156219
EXPIRES April 10, 2016
(407) 398-0153 FloridaNotaryService.com

NOTARY SEAL / STAMP

STATE OF FLORIDA
COUNTY OF MIAMI DADE

I HEREBY CERTIFY, that on this 6 day of October, 2015, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Robert Yoham, personally known to me, or proven, by producing the following identification: DL to be the persons 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, the 6 day of October, 2015.

Liliana M. Rainey-Lacau (SEAL)
Notary Public

Print Name
Notary Public, State
My Commission expires

LILIANA M. RAINEY-LACA
MY COMMISSION# EE156219
EXPIRES April 10, 2016
(407) 398-0153 FloridaNotaryService.com

NOTARY SEAL / STAMP

STATE OF FLORIDA
COUNTY OF MIAMI DADE

I HEREBY CERTIFY, that on this 6 day of October, 2015, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Mary Yoham, personally known to me, or proven, by producing the following identification: DL to be the persons 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, the 6 day of October, 2015.

Liliana M. Rainey-Lacau (SEAL)
Notary Public

Print Name
Notary Public, State
My Commission expires

LILIANA M. RAINEY-LACAU
MY COMMISSION # EE156219
EXPIRES April 10, 2016
(407) 398-0153 FloridaNotaryService.com

NOTARY SEAL / STAMP

EXHIBIT "A"

Legal Description

North 1/2 of Tract 11, in EVERGLADES GARDENS, a subdivision located in Section 3, Township 54 South, Range 39 East, Dade County, Florida, as shown in Plat Book 8, Page 14, of the Public Records of Miami-Dade County, Florida.

Folio No.: 30-4903-003-0100