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

Memorandum

MIAMI-DADE COUNTY

Date: October 7, 2008

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

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

From: George M. Burgess
County Manager

Subject: Acquisition of 26,128 square feet of land containing a 12,617 square foot building located at 110 N.E. 79 Street, Miami, for the purpose of relocating the Little River Branch Library

R-1014-08

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Contract for Sale and Purchase of 26,128 square feet of land containing a 12,617 square foot building located at 110 N.E. 79 Street, Miami, for $1,400,000.00 from Better Way of Miami, Inc., a Florida Not-For-Profit Corporation, for the purpose of relocating the Little River Branch Library. The building is currently being used as a furniture retail store to raise money for funding of drug rehabilitation programs and for administrative offices. This item was prepared by General Services Administration at the request of the Miami-Dade Public Library System.

OWNER:	Better Way of Miami, Inc., a Florida Not-For-Profit Corporation Heather Molans, Vice President Director Charles Salliou, President Director Linda Whitehead, Secretary Director Maria C. Mari, Treasurer Director Beth Lang, Director Gregory Alvarez, Director
TAX FOLIO NUMBER:	01-3112-014-0010
SIZE:	Land: Approximately 26,128 square feet Building: Approximately 12,617 square feet
LOCATION:	110 N.E. 79 Street, Miami
COMMISSION DISTRICT:	3
COMMISSION DISTRICT IMPACTED:	3
ZONING:	C-1 Restricted Commercial District. According to the City of Miami Planning and Zoning Department, the proposed library is a permitted use under the current zoning.
ENVIRONMENTAL:	An environmental site assessment has been prepared by the Department of Environmental Resources Management (DERM) and no evidence of

contamination or violations is cited in the report.

TAXES: Better Way of Miami, Inc., a Florida Not-For-Profit Corporation is exempt from paying ad valorem real estate taxes.

TRACK RECORD: The County has no record of negative contract performance issues with Better Way of Miami, Inc.

PURCHASE PRICE: After extended negotiations, several offers and counter offers, the property owner agreed to sell the property for $1,400,000.00.

APPRAISED VALUE: Two State-Certified Appraisers hired by the County valued the property at $1,211,000.00 and $1,575,000.00. The dates of valuation are February 1, 2008 and January 31, 2008, respectively.

BACKGROUND: An Agreement with the City of Miami to use, operate, and maintain eight Library facilities (including the current Little River branch) was approved by the Board on December 4, 2007, by Resolution No. R-1329-07, for a 15-year term at an annual rental fee of $1.00. The County is responsible for maintaining both the interior and exterior of the premises and for replacing anything that becomes obsolete or worn beyond repair. The existing Little River Branch Library site, located at 160 N.E. 79 Street, requires major renovations; additionally, the building cannot be expanded or provide parking to patrons of the facility.

The proposed Library site is improved with a 12,617 square foot structure that Library proposes to renovate and implement with the necessary building requirements for use as a public library. As a result of an extensive search for a new location for the Little River Branch Library, this property was considered ideal because it is located adjacent to a vacant County-owned parcel of land which Library intends to utilize as a parking lot for its staff and patrons.

JUSTIFICATION: The proposed acquisition of this property will allow the Miami-Dade Public Library System to have full control of the Little River Branch Library facility that will consist of the branch library, offices for other related library uses, parking, and other ancillary uses to enhance Library services to the community.

FUNDING SOURCES: The proposed acquisition is funded within the Library Capital Asset Acquisition Bond 2007 proceeds. The budget allocated for the acquisition is $1,500,000.00. The funding for design and construction is estimated at $2.4 million, and is provided from the Miami-Dade Library Taxing District and Building Better Communities.

MONITOR: Shannon Clark, 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 Bruno A. Barreiro and Members, Board of County Commissioners

DATE: October 7, 2008

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

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

R-1014-08

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)(D)
10-7-08

RESOLUTION NO. R-1014-08

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE AND PURCHASE, IN THE AMOUNT OF $1,400,000, BETWEEN BETTER WAY OF MIAMI, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AS SELLER, AND MIAMI-DADE COUNTY, AS BUYER OF APPROXIMATELY 26,128 SQUARE FEET OF IMPROVED PROPERTY LOCATED AT 110 N.E. 79 STREET, MIAMI, FOR THE RELOCATION OF THE LITTLE RIVER BRANCH LIBRARY; 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 the amount of $1,400,000, between Better Way of Miami, Inc., a Florida Not-for-Profit Corporation, as Seller, and Miami-Dade County as Buyer of approximately 26,128 square feet of improved property, located at 110 N.E. 79 Street, Miami, for the relocation of the Little River Branch Library; 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.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** 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	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2008. 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

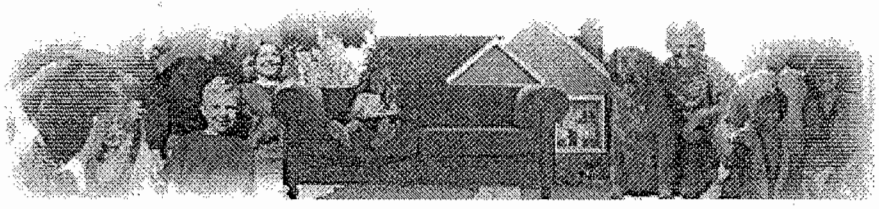
HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

My Home



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ACTIVE TOOL: SELECT

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Property Information

Search By:

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Text only

Property Appraiser Tax Estimator

Summary Details:

Folio No.:	01-3112-014-0010
Property:	110 NE 79 ST
Mailing Address:	BETTER WAY OF MIAMI INC 800 NW 28 ST MIAMI FL 33127-4046

Property Information:

Primary Zone:	6100 RESTRICTED COMMERCIAL
CLUC:	0011 RETAIL
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	12,659
Lot Size:	26,128 SQ FT
Year Built:	1948
Legal Description:	12 53 41 LITTLE RIVER GARDENS PB 7-26 S130FT OF LOTS 1 TO 3 INC & LOT 4 BLK 24 LOT SIZE IRREGULAR OR 19246-1465 0800 1

Sale Information:

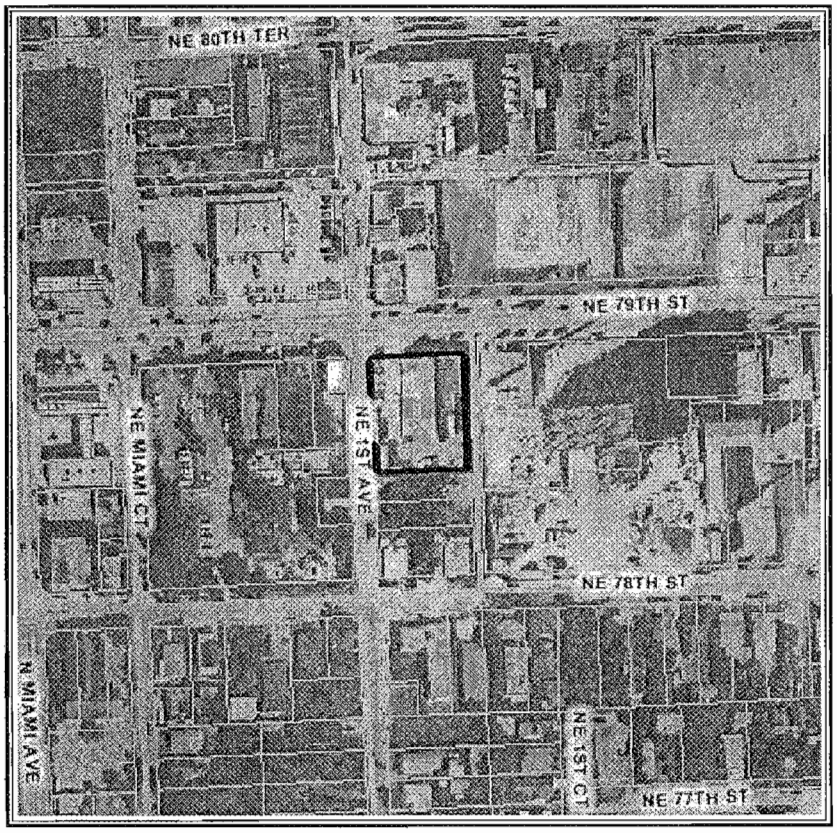
Sale O/R:	19246-1465
Sale Date:	8/2000
Sale Amount:	$250,000

Assessment Information:

Year:	2007	2006
Land Value:	$587,880	$522,560
Building Value:	$328,096	$320,824
Market Value:	$915,976	$843,384
Assessed Value:	$915,976	$843,384
Total Exemptions:	$915,976	$843,384
Taxable Value:	$0	$0

Additional Information:

Click here to see more information for this property:
Community Development District
Community Redevelopment Area
Empowerment Zone
Enterprise Zone
Land Use
Urban Development Boundary



Digital Orthophotography - 2007

0 118 ft

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Property Appraiser Tax Estimator

Summary Details:

Folio No.:	01-3112-014-0050
Property:	
Mailing Address:	MIAMI-DADE COUNTY LIBRARY-USER 101 W FLAGLER ST MIAMI FL 33130-1504

Property Information:

Primary Zone:	6100 RESTRICTED COMMERCIAL
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	5,690 SQ FT
Year Built:	0
Legal Description:	LITTLE RIVER GDNS PB 7-26 N40FT OF LOTS 5-6-7 BLK 24 LOT SIZE 5690 SQ FT OR 20037-4249 1101 3

Sale Information:

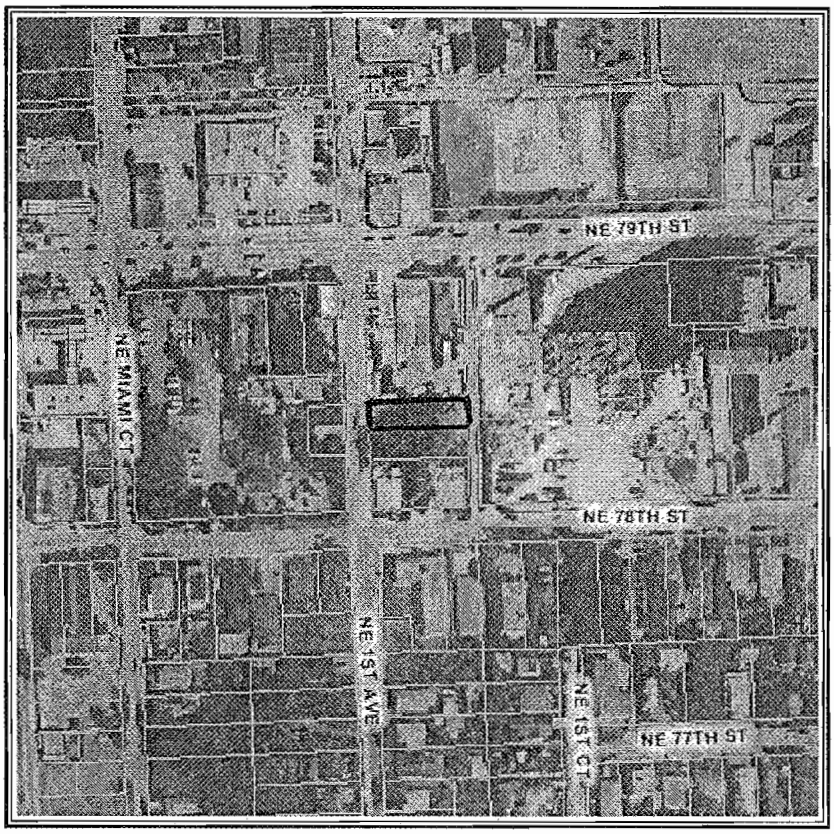
Sale O/R:	14281-618
Sale Date:	6/1989
Sale Amount:	$39,909

Assessment Information:

Year:	2007	2006
Land Value:	$128,025	$85,350
Building Value:	$0	$0
Market Value:	$128,025	$85,350
Assessed Value:	$128,025	$85,350
Total Exemptions:	$128,025	$85,350
Taxable Value:	$0	$0

Additional Information:

Click here to see more information for this property:
Community Development District
Community Redevelopment Area
Empowerment Zone
Enterprise Zone
Land Use
Urban Development Boundary
Zoning



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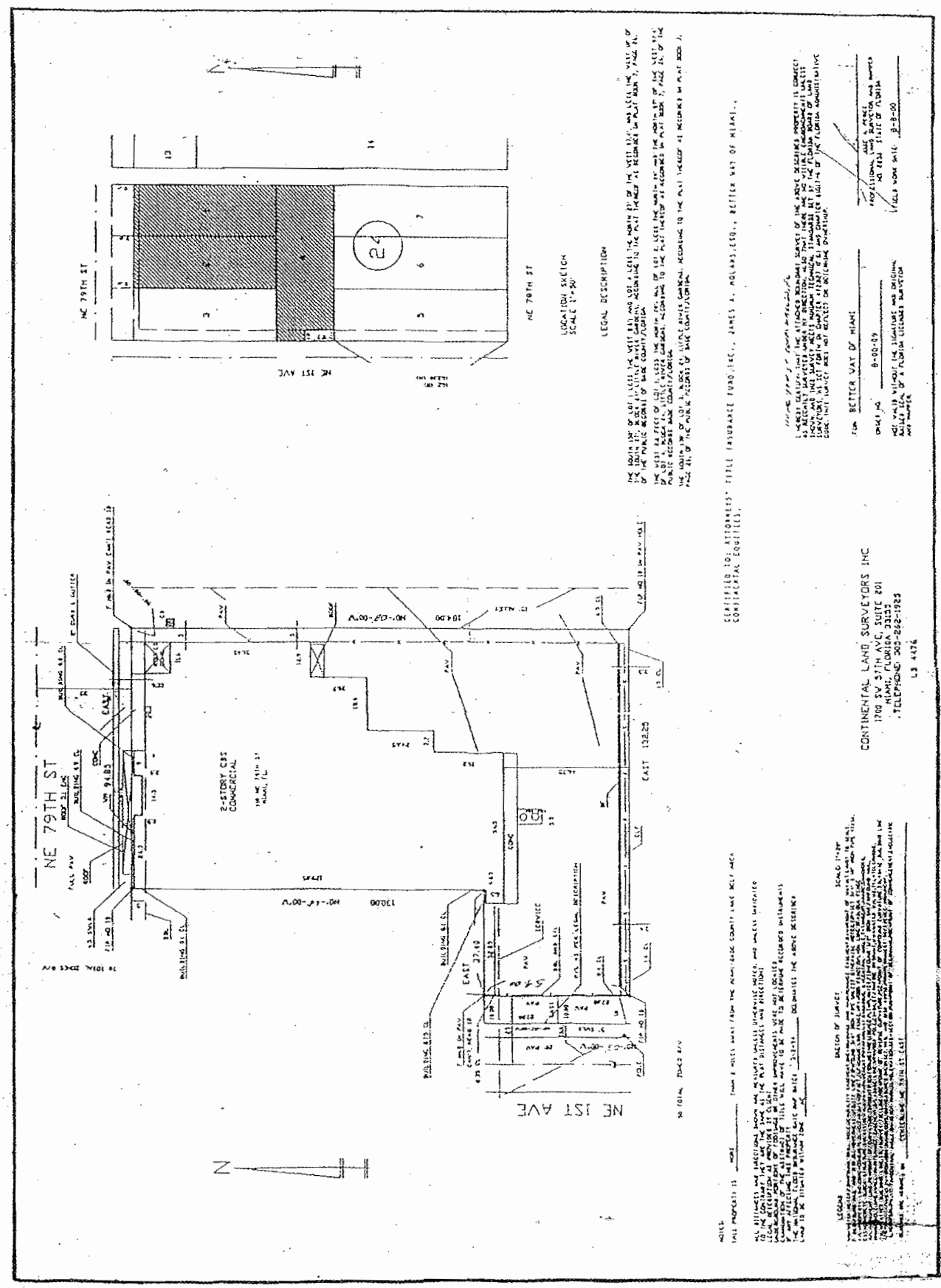
PROPERTY SURVEY



CONTRACT FOR SALE AND PURCHASE

Project: Little Haiti Library
Folio No 01-3112-014-0010

This Contract for Sale and Purchase is entered into as of the day of , 2008 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" and Better Way of Miami, Inc, a Florida Non Profit Corporation, whose address is 800 Northwest 28th Street, Miami, Florida 33127 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, 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 $1,400,000.00 (One Million Four Hundred Thousand 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.

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 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. 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 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, other than the restrictive use covenant recorded against 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 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.

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. A Brokerage commission of one and one-half percent (1.5%) shall be based on the purchase price and shall be distributed to Miami-Dade County General Services Administration pursuant to Rule 61J 10.028(2), FAC., at closing.

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 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.

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- GSA
111 NW 1st Street, Suite 2460
Miami, Florida 33128

as to Seller:
Better Way of Miami, Inc., a Florida Non Profit Corporation
c/o Keyes Commercial
2121 S. W. 3rd Avenue – 3rd Floor
Miami, FL 33129

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 Mayor

Date: _____

SELLER:
Better Way of Miami, Inc.
a Florida Non Profit Corporation

By: _____
CEO, as ~~President~~
Better Way of Miami, Inc.
a Florida Non Profit Corporation

Date: 4/23/08

_____
Witness
Sarah Lewis Fernandez, usw
Print

_____
Witness
Jorge Jimenez
Print

Approved as to form and legal sufficiency:

_____
Assistant County Attorney

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

15

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY, that on this 23 day of APRIL, 2008, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, BETH LANG, as President, of Better Way of Miami, Inc., a Florida Non Profit Corporation, who is personally known to me or has produced _____ as identification to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at MIAMI, in the County and State aforesaid, on this, the 23 day of APRIL, 2008.

_____ (SEAL)
Notary Public

OSVALDO HEREDIA
Print Name
Notary Public, State of _____
My Commission expires _____

NOTARY SEAL / STAMP

OSVALDO HEREDIA
Notary Public - State of Florida
My Commission Expires Apr 9, 2011
Commission # DD 650940
Bonded Through National Notary Assn.

EXHIBIT "A"

Legal Description

Folio No.: 01-3112-014-0010

The South 130 feet of Lot 1, less the West 2.6 feet thereof; and Lot 4, less the North 27 feet of the West 97.4 feet thereof, and less the West 10 feet of the South 27 feet thereof, in Block 24 of LITTLE RIVER GARDENS, according to the Plat thereof, recorded in Plat Book 7, Page 26, of the Public Records of Dade County, Florida;

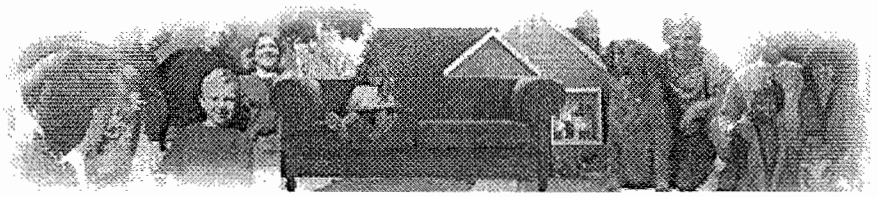
AND

The West 2.6 feet of Lot 1, less the North 20 feet thereof; all of Lot 2, less the North 20 feet thereof and the North 27 feet of the West 97.4 feet of Lot 4 in Block 24 of LITTLE RIVER GARDENS, according to the Plat thereof, recorded in Plat Book 7, Page 26, of the Public Records of Dade County, Florida;

AND

The South 130 feet of Lot 3, in Block 24, of LITTLE RIVER GARDENS, according to the Plat thereof, recorded in Plat Book 7, Page 26, of the Public Records of Dade County, Florida.

My Home



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ACTIVE TOOL: SELECT

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Property Information

Search By:

Select Item

Text only

Property Appraiser Tax Estimator

Summary Details:

Folio No.:	01-3112-014-0010
Property:	110 NE 79 ST
Mailing Address:	BETTER WAY OF MIAMI INC 800 NW 28 ST MIAMI FL 33127-4046

Property Information:

Primary Zone:	6100 RESTRICTED COMMERCIAL
CLUC:	0011 RETAIL
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	12,659
Lot Size:	26,128 SQ FT
Year Built:	1948
Legal Description:	12 53 41 LITTLE RIVER GARDENS PB 7-26 S130FT OF LOTS 1 TO 3 INC & LOT 4 BLK 24 LOT SIZE IRREGULAR OR 19246-1465 0800 1

Sale Information:

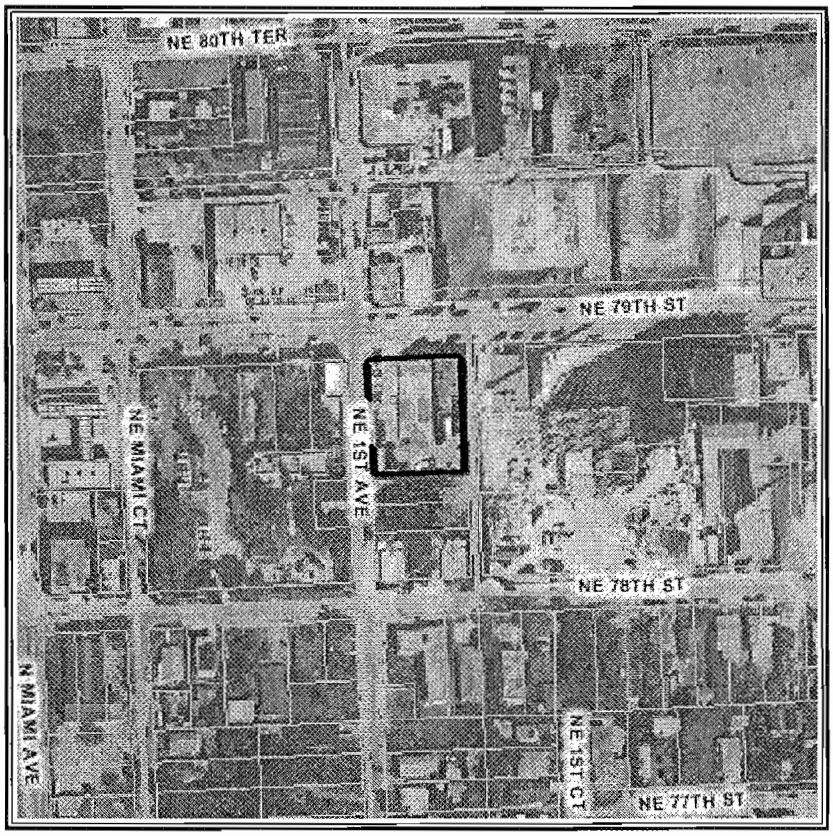
Sale O/R:	19246-1465
Sale Date:	8/2000
Sale Amount:	$250,000

Assessment Information:

Year:	2007	2006
Land Value:	$587,880	$522,560
Building Value:	$328,096	$320,824
Market Value:	$915,976	$843,384
Assessed Value:	$915,976	$843,384
Total Exemptions:	$915,976	$843,384
Taxable Value:	$0	$0

Additional Information:

Click here to see more information for this property:
Community Development District
Community Redevelopment Area
Empowerment Zone
Enterprise Zone
Land Use
Urban Development Boundary



Digital Orthophotography - 2007 0 118 ft

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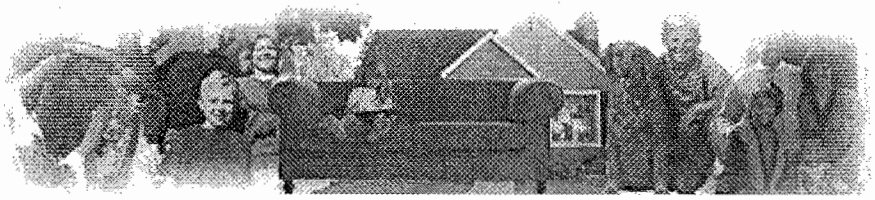

miamidade.gov

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Property Information

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Text only

Property Appraiser Tax Estimator

Summary Details:

Folio No.:	01-3112-014-0050
Property:	
Mailing Address:	MIAMI-DADE COUNTY LIBRARY-USER 101 W FLAGLER ST MIAMI FL 33130-1504

Property Information:

Primary Zone:	6100 RESTRICTED COMMERCIAL
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	5,690 SQ FT
Year Built:	0
Legal Description:	LITTLE RIVER GDNS PB 7-26 N40FT OF LOTS 5-6-7 BLK 24 LOT SIZE 5690 SQ FT OR 20037-4249 1101 3

Sale Information:

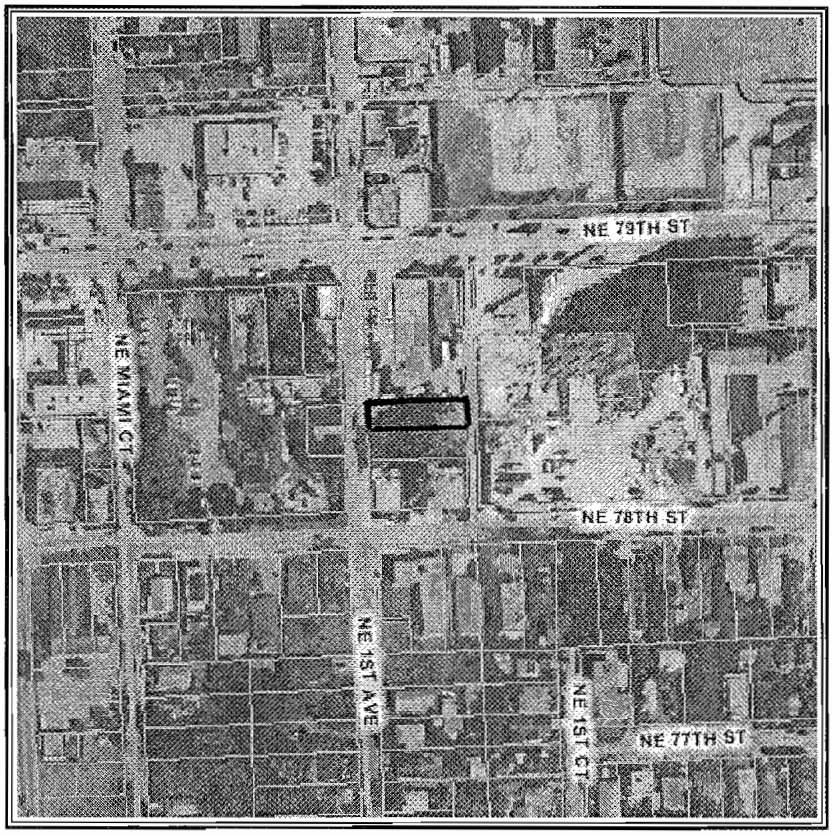
Sale O/R:	14281-618
Sale Date:	6/1989
Sale Amount:	$39,909

Assessment Information:

Year:	2007	2006
Land Value:	$128,025	$85,350
Building Value:	$0	$0
Market Value:	$128,025	$85,350
Assessed Value:	$128,025	$85,350
Total Exemptions:	$128,025	$85,350
Taxable Value:	$0	$0

Additional Information:

Click here to see more information for this property:
Community Development District
Community Redevelopment Area
Empowerment Zone
Enterprise Zone
Land Use
Urban Development Boundary
Zoning



Digital Orthophotography - 2007 0 114 ft

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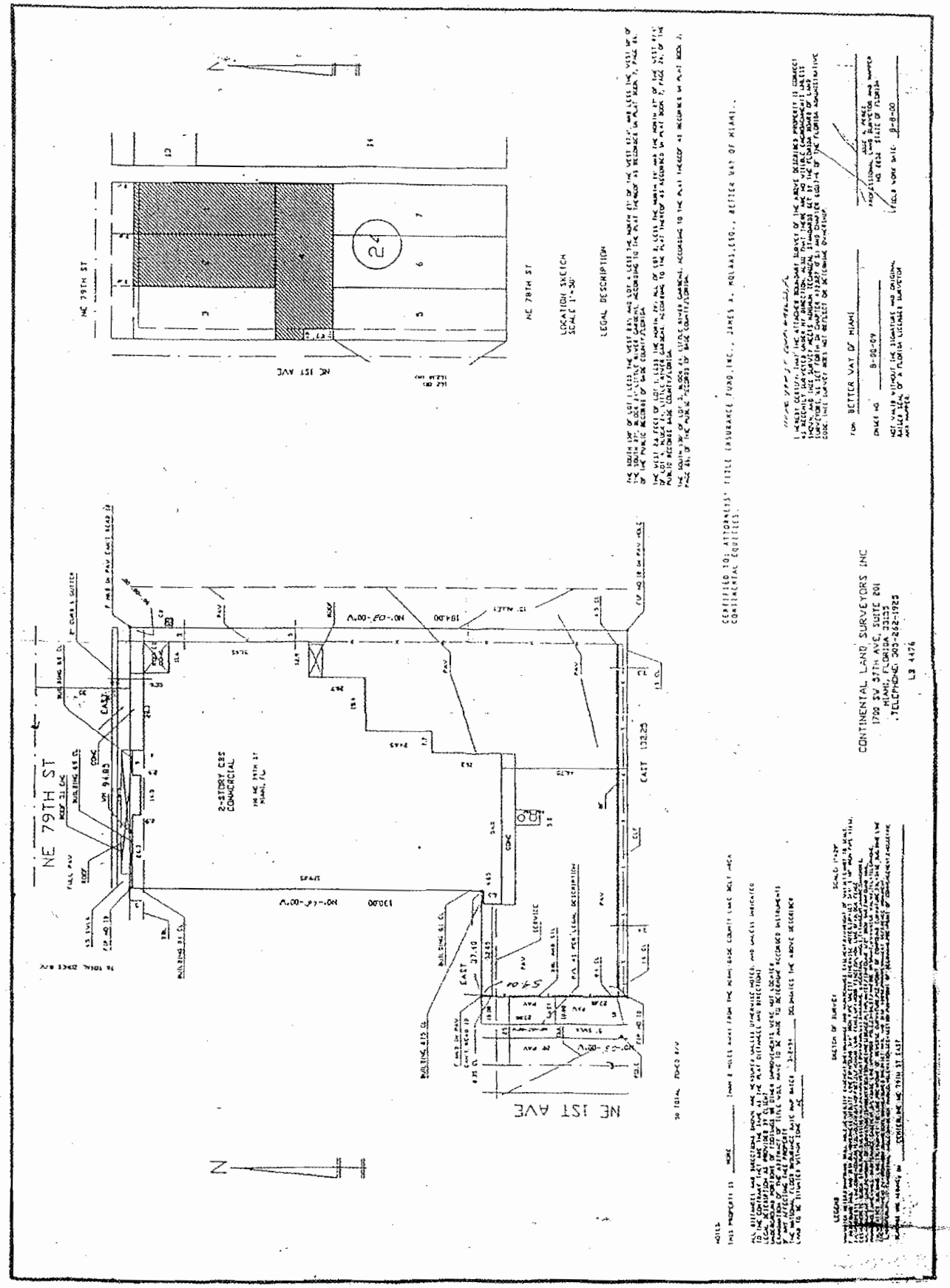
PROPERTY SURVEY



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