

Office of Superintendent of Schools  
Board Meeting of November 19, 2003

November 12, 2003

Business Operations  
J.E. Surash, P.E., Chief Business Officer

**SUBJECT: STATUS REPORT ON PRIMARY LEARNING CENTER "T" REAL  
PROPERTY TAXES AND OTHER RELATED ISSUES**

**COMMITTEE: FACILITIES MANAGEMENT**

At its October 22, 2003 meeting, the School Board confirmed District staff action in the payment of real property taxes and assessments for Primary Learning Center "T" (PLC "T"), in the amount of \$30,172.31. The property was acquired from Westwood Realty, Corp., (Westwood) in October 1997. Payment of the \$30,172.31 was made under protest, reserving the right to contest payment and pursue any available remedy for reimbursement. Staff and the School Board Attorney's Office have continued to investigate all issues related to the transfer of title in this matter in an attempt to mitigate the economic impact on the District. Also at the October 22, 2003 meeting, the Board directed the Superintendent to submit a report on this matter at the November 19, 2003 meeting. A copy of that report along with five (5) exhibits is attached ] REVISED

**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida, receive the report, and direct the Superintendent to continue all efforts to resolve ownership and tax issues related to Primary Learning Center "T".

**REVISED  
E - 17**

## **REPORT DETAILING CHRONOLOGY OF THE PRIMARY LEARNING CENTER "T" CONVEYANCE (ACCORDING TO THE EXISTING FILES)**

### **Review Of Department Files**

The Department of Governmental Affairs has conducted a thorough review with the assistance of the School Board Attorney's Office of the department files. The following pertinent information was found:

- An original unrecorded Declaration of Restrictions in favor of the Board of County Commissioners stipulating amongst other items that:
  - a) The PLC "T" property was under a lease with option to purchase by Kendall Country Estates, Inc. (Kendall Country); and
  - b) Within 15 days after the conclusion of the appeal period, and subsequent to the approval of the zoning request, the owner was to deliver to the School Board a Warranty Deed and opinion of title, to be held in escrow, conveying title free and clear of all encumbrances. The Warranty Deed to the School Board was to be dated October 2, 1997 and to be held in escrow by the attorney for the School Board until said date, after which the School Board would cause the Warranty Deed to be recorded in the Public Records. The owner was not to convey title of the PLC site to any other party other than the School Board after execution of the Development Agreement between the School Board and the owner.
- Original Sublease Agreement between the School Board and Kendall Country dated April 26, 1996.
- Original Amendment No. 1 to Sublease Agreement between the School Board and Kendall Country dated October 14, 1996.
- Original Development Agreement executed by Westwood Realty Corp. (Westwood), in favor of the School Board stipulating that the owner shall contribute to the School Board a two-acre parcel of land.
- On October 1, 1996, the attorney for Westwood delivered the original Warranty Deed to the School Board Attorney's Office, to be held in escrow pending satisfaction of certain terms and conditions. Shortly thereafter, the School Board Attorney's Office sent the original Warranty Deed to the Department of Governmental Affairs for holding (Exhibit "A").
- Opinion of Title, prepared by attorney for Westwood, was submitted to the School Board Attorney's Office on October 13, 1997, which responded on October 17, 1997, indicating that the Opinion was acceptable.

- Copy of memorandum from the Department of Governmental Affairs dated October 21, 1997, forwarding original Warranty Deed to the School Board Attorney's Office for recordation in the Public Records of Miami-Dade County (Exhibit "B").
- Letter from Westwood attorney dated October 21, 1997 (received by the Department of Governmental Affairs on October 27, 1997), attaching an original corrective Warranty Deed to replace the first Warranty Deed, which had an error in the legal description. The letter also advised that Westwood had just transferred title to the 'subject property' to Century Crestview, Ltd. (Century Crestview). This revised ownership information matches data currently in the County's property information website. However, staff has recently verified that Westwood, not Century Crestview, is the record owner. The Property Appraiser's Office is in the process of correcting this discrepancy. There is a hand written note from Ms. Patricia Good, Department of Governmental Affairs staff, to Mr. Johnny Brown dated October 29, 1997 indicating that Department of Governmental Affairs staff submitted to the School Board Attorney's Office a copy of the October 21, 1997 letter from Westwood's attorney (Exhibit "C").
- Hand written note indicating that there was a conversation with the School Board Attorney's Office on March 24, 1998. Department of Governmental Affairs staff noted in the file that the School Board Attorney's Office was to check on the status of Warranty Deed recordation and was to follow-up with Department of Governmental Affairs staff at a later date (Exhibit "D").
- On March 26, 1998, Department of Governmental Affairs staff sent a fax to the School Board Attorney's Office attaching a copy of the corrective Warranty Deed along with copy of the October 21, 1997 Westwood letter and back-up (note second paragraph in facsimile of Exhibit "E").
- On April 8, 1998, Ms. Good noted in the file that the Warranty Deed sent to the School Board Attorney's Office in October had not yet been recorded and that she had discussed this with Mr. Brown.
- There is no additional information in the department file beyond April 8, 1998, until the District was notified by a representative of Century Builders on September 25, 2003, that real property taxes and assessments for the PLC "T" site were outstanding. On September 27, 2003, Department of Governmental Affairs staff confirmed with the Miami-Dade County Tax Collector's Office that taxes were due and sale of the subject Tax Deed for the property was imminent.

### **Remedial Action**

The Department of Governmental Affairs, in conjunction with the School Board Attorney's Office, has taken the following action to date to resolve all outstanding issues for the subject property:

- Ordered a title report from National Title Company. This report will confirm record ownership and reveal whether there are any other outstanding title issues;
- A copy of the Boundary Survey was obtained from Document Control to confirm the legal description of the property, which has since been verified;
- Staff is working with legal counsel for Westwood to secure a substitute Deed and any other documents necessary to clear title. Immediately upon receipt, the instrument (s) will be recorded in the Public Records; and
- Staff, along with the School Board Attorney's Office, is investigating whether or not there are any avenues of legal redress available to the District to recover tax funds expended in this regard.

To confirm that all Board-owned real property has been properly recorded in the public records, District staff intends to conduct a complete inventory of all Board-owned property to confirm proper title and tax status. Research will include, but not be limited to, comparing Miami-Dade County records against existing District inventory of all schools, ancillary facilities and vacant sites.

# EXHIBIT A

HOWARD E. KURZWEIL, P.A.

SECOND FLOOR  
328 MINORCA AVENUE  
CORAL GABLES, FLORIDA 33134

HOWARD E. KURZWEIL

TELEPHONE (305) 442-7085  
FAX (305) 461-2316

To: *Patricia F.*  
*I think you're*  
*supposed to hold*  
*this in escrow*  
*pursuant to the*  
*Development Agreement*  
*or should we return*  
*it*

October 1, 1996

VIA COURRIER

Phyllis Douglas, Esq.  
Dade County School Board  
1450 N.E. 2nd Avenue  
Miami, Florida 33132

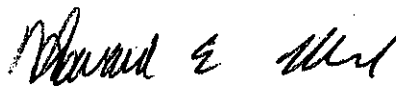
Re: Westwood Realty Corp./Kendall Country Estates/Dade County  
School Board

Dear Ms. Douglas:

Enclosed please find original Warranty Deed effective as of October 2, 1997 to be held in escrow by you. Kindly hold this deed in escrow and do not deliver same to the Dade County School Board until October 2, 1997 or thereafter, as provided in the Development Agreement dated May 3, 1996 by and among the above listed parties. If for any reason you are unable to hold this deed in escrow pursuant to the above instructions, kindly return the original deed immediately to the undersigned.

If you have any questions please do not hesitate to call me.

Very truly yours,



Howard E. Kurzweil, Esq.

HEK/ld

cc: Elliot Asbel  
Elliott Harris, Esq.  
Vicki Leiva, Esq.  
Scott Mittleman

WARRANTY DEED

THIS INDENTURE, Made as of this 24 day of September, 1996 and effective on or after October 2, 1997:

BETWEEN WESTWOOD REALTY CORP., a Florida corporation, d/b/a Dadeland Mobile Home Park, of the County of Dade, and State of Florida, party of the first part, and THE SCHOOL BOARD OF DADE COUNTY, FLORIDA, whose mailing address is: 1450 N.E. 2nd Avenue, Room 525, Miami, Florida 33132 of the County of Dade and State of Florida, party of the second part, WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations to be in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, a portion of the following legally described premises encompassing approximately 2.0 acres legally described as follows:

A portion of the NW ¼ of the NE ¼ of Section 27, Township 55 South, Range 39 East, Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of the NW ¼ of the NE ¼ of said Section 27; thence run N87°36'25"E along the South of the line of the NW ¼ of the NE ¼ of said Section 27, for a distance of 35.01 feet to a point; thence run N01°12'28"W, parallel with and 35.00 feet East as measured at right angles, to the West line of the NW ¼ of the NE ¼ of said Section 27, for a distance of 25.01 feet to a point; thence continue N01°12'28"W for a distance of 25.52 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue N01°12'28"W for a distance of 293.09 feet to a point of curvature on a circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 88°21'19"; thence run northwesterly and northeasterly along the arc of said curve for an arc distance of 38.55 feet to Point of Tangency; thence run N87°08'51"E for a distance of 204.03 feet to a Point of Curvature of a circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 91°18'15"; thence run Northeasterly and Southeasterly along the arc of said curve for an arc distance of 39.84 feet to the Point of Tangency; thence run S01°32'54"E for a distance of 294.69 feet to a Point of Curvature of a circular curve to the right, having for its elements a radius of 25.00 feet and a central angle of 89°09'19"; thence run Southeasterly and Southwesterly along the arc of said curve for an arc distance of 38.90 feet to the Point of Tangency; thence run S87°36'25"W along a line parallel of said Section 27 for distance of 205.75 feet to the Point of Curvature of a circular curve to the right, having for its elements a radius of 25.00 feet and central angle of 91°11'07";

thence run Southwesterly and Northeasterly along the arc of said curve for an arc distance of 39.79 feet to the POINT of BEGINNING. Containing 2.0 Acres more or less.

Currently portion of Tax Folio No.: 30-5927-000-0020

Together with all tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: To Have and to Hold the same in fee simple forever.

And the said party of the first part does covenant with the said party of the second part that it is lawfully seized of the said premises, that it is free from all encumbrances and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set its hand and seal the day and year above written.

signed, sealed and delivered in the presence of us:

*Marta More*  
\_\_\_\_\_  
Marta More  
(Please Print Name)

WESTWOOD REALTY CORP., a  
Florida corporation d/b/a  
Address:

*Marta Diaz*  
\_\_\_\_\_  
Marta Diaz  
(Please Print Name)

By: *Marc A. Levin*  
\_\_\_\_\_  
Marc A. Levin, President

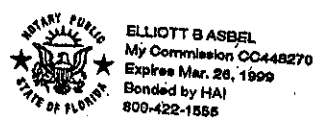
STATE OF FLORIDA )  
COUNTY OF DADE )ss

The foregoing instrument was acknowledged before me this 26 day of September, 1996, by MARC A. LEVIN, as President of WESTWOOD REALTY CORP., a Florida corporation, d/b/a Dadeland Mobile Home Park on behalf of the Corporation, who personally appeared before me at the time of notarization, and who is personally known to me, and who did take an oath.

NOTARY PUBLIC:  
Sign *Elliott B Asbel*  
Print Elliott B Asbel  
State of Florida at Large  
(Seal)  
My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY:

Howard E. Kurzweil, Esquire  
Howard E. Kurzweil, P.A.  
328 Minorca Avenue  
Second Floor  
Coral Gables, FL 33134  
(305) 442-7085



Westwood

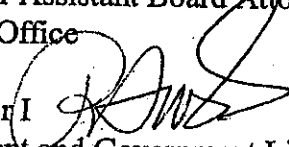
# EXHIBIT B

DEPARTMENT OF DEVELOPMENT AND GOVERNMENT LIAISON

## MEMORANDUM

October 21, 1997

TO: Mr. Johnny Brown, Senior Assistant Board Attorney  
School Board Attorney's Office

FROM: Patricia Good, Coordinator I   
Department of Development and Government Liaison

SUBJECT: WARRANTY DEED FOR PLC "T"

Attached for recordation, please find the warranty deed provided by Westwood Realty Corp., for the above referenced school site. Also attached for your records is the opinion of title you recently reviewed concerning this property.

The tax folio number of the subject property is 30-5927-000-0020. Should you have any questions, please contact me at 995-7283.

PG:dt  
G-558

cc: Dr. Kathryn Wilbur  
Ms. Tabitha Fazzino  
Mr. Dan Angeletti



WARRANTY DEED

THIS INDENTURE, Made as of this 24 day of September, 1996 and effective on or after October 2, 1997:

BETWEEN WESTWOOD REALTY CORP., a Florida corporation, d/b/a Dadeland Mobile Home Park, of the County of Dade, and State of Florida, party of the first part, and THE SCHOOL BOARD OF DADE COUNTY, FLORIDA, whose mailing address is: 1450 N.E. 2nd Avenue, Room 525, Miami, Florida 33132 of the County of Dade and State of Florida, party of the second part, WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations to be in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, a portion of the following legally described premises encompassing approximately 2.0 acres legally described as follows:

A portion of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 27, Township 55 South, Range 39 East, Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 27; thence run N87°36'25"E along the South of the line of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 27, for a distance of 35.01 feet to a point; thence run N01°12'28"W, parallel with and 35.00 feet East as measured at right angles, to the West line of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 27, for a distance of 25.01 feet to a point; thence continue N01°12'28"W for a distance of 25.52 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue N01°12'28"W for a distance of 293.09 feet to a point of curvature on a circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 88°21'19"; thence run northwesterly and northeasterly along the arc of said curve for an arc distance of 38.55 feet to Point of Tangency; thence run N87°08'51"E for a distance of 204.03 feet to a Point of Curvature of a circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 91°18'15"; thence run Northeasterly and Southeasterly along the arc of said curve for an arc distance of 39.84 feet to the Point of Tangency; thence run S01°32'54"E for a distance of 294.69 feet to a Point of Curvature of a circular curve to the right, having for its elements a radius of 25.00 feet and a central angle of 89°09'19"; thence run Southeasterly and Southwesterly along the arc of said curve for an arc distance of 38.90 feet to the Point of Tangency; thence run S87°36'25"W along a line parallel of said Section 27 for distance of 205.75 feet to the Point of Curvature of a circular curve to the right, having for its elements a radius of 25.00 feet and central angle of 91°11'07";

thence run Southwesterly and Northeasterly along the arc of said curve for an arc distance of 39.79 feet to the POINT of BEGINNING. Containing 2.0 Acres more or less.

Currently portion of Tax Folio No.: 30-5927-000-0020

Together with all tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto

belonging or in anywise appertaining: To Have and to Hold the same in fee simple forever.

And the said party of the first part does covenant with the said party of the second part that it is lawfully seized of the said premises; that it is free from all encumbrances and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered in the presence of us:

Maria More  
Maria More  
(Please Print Name)

Marta Diaz  
Marta Diaz  
(Please Print Name)

WESTWOOD REALTY CORP., a  
Florida corporation d/b/a  
Address:

By: Marc A. Levin  
Marc A. Levin, President

STATE OF FLORIDA )  
 ) :ss  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 26 day of September, 1996, by MARC A. LEVIN, as President of WESTWOOD REALTY CORP., a Florida corporation, d/b/a Dadeland Mobile Home Park on behalf of the Corporation, who personally appeared before me at the time of notarization, and who is personally known to me, and who did take an oath.

NOTARY PUBLIC:

Sign Elliott B. Asbel

Print Elliott B. Asbel

State of Florida at Large  
(Seal)

My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY:

Howard E. Kurzweil, Esquire  
Howard E. Kurzweil, P.A.  
328 Minorca Avenue  
Second Floor  
Coral Gables, FL 33134  
(305) 442-7085



ELLIOTT B. ASBEL  
My Commission CC448270  
Expires Mar. 26, 1999  
Bonded by HAI  
800-422-1555

10/29

# EXHIBIT C

- incoming  
- Tabs

*Planning /  
These folks sent  
a revised deed.  
(see attached  
letter)  
Howard E. Kurzweil*

KURZWEIL, P.A.  
2 FLOOR  
RCA AVENUE  
FLORIDA 33134

*Westwood*  
TELEPHONE (305) 442-7085  
FAX (305) 461-2316

October 21, 1997

Dr. Catherine Wilbur  
Dade County School Board  
1450 N.E. 2nd Avenue  
Miami, Florida 33132

Re: Westwood Realty Corp. d/b/a Dadeland Mobile Home Park  
/Kendall Country Estates/Century/Crestview, Ltd.

Dear Catherine:

Please be advised that my client, Westwood Realty Corp., has just transferred title to the subject property to Century/Crestview, Ltd. As you discussed with my secretary, Linda, enclosed herewith please find an original Corrective Warranty Deed, which you are now free to record. Kindly destroy the previous Warranty Deed which you were holding in escrow pending closing of the above listed transaction.

If you have any questions please do not hesitate to call me.

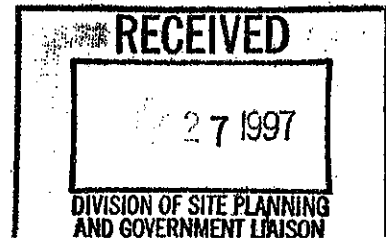
Very truly yours,

*Howard E. Kurzweil*

Howard E. Kurzweil, Esq.

HEK/ld  
pc: Michael Slotnick, Esq.

C:\OFFICE\WPWIN\WPDOCS\LEVIN\WWWILBUR.LTR



**CORRECTIVE  
WARRANTY DEED**

THIS INDENTURE, Made as of this 15 day of October, 1997 and effective on or after October 2, 1997:

BETWEEN WESTWOOD REALTY CORP., a Florida corporation, d/b/a Dadeland Mobile Home Park, of the County of Dade, and State of Florida, party of the first part, and THE SCHOOL BOARD OF DADE COUNTY, FLORIDA, whose mailing address is: 1450 N.E. 2nd Avenue, Room 525, Miami, Florida 33132 of the County of Dade and State of Florida, party of the second part, WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations to be in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, a portion of the following legally described premises encompassing approximately 2.0 acres legally described as follows:

A portion of the NW ¼ of the NE ¼ of Section 27, Township 55 South, Range 39 East, Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of the NW ¼ of the NE ¼ of said Section 27; thence run N87°36'25"E along the South line of the NW ¼ of the NE ¼ of said Section 27, for a distance of 35.01 feet to a point; thence run N01°12'28"W, parallel with and 35.00 feet East as measured at right angles, to the West line of the NW ¼ of the NE ¼ of said Section 27, for a distance of 25.01 feet to a point; thence continue N01°12'28"W for a distance of 25.52 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue N01°12'28"W for a distance of 293.09 feet to a point of curvature on a circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 88°21'19"; thence run northwesterly and northeasterly along the arc of said curve for an arc distance of 38.55 feet to Point of Tangency; thence run N87°08'51"E for a distance of 204.03 feet to a Point of Curvature of a circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 91°18'15"; thence run Northeasterly and Southeasterly along the arc of said curve for an arc distance of 39.84 feet to the Point of Tangency; thence run S01°32'54"E for a distance of 294.69 feet to a Point of Curvature of a circular curve to the right, having for its elements a radius of 25.00 feet and a central angle of 89°09'19"; thence run Southeasterly and Southwesterly along the arc of said curve for an arc distance of 38.90 feet to the Point of Tangency; thence run S87°36'25"W along a line parallel with and 25.00 feet North, as measured at right angles, to the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 27 for distance of 205.75 feet to the Point of Curvature of

a circular curve to the right, having for its elements a radius of 25.00 feet and central angle of 91°11'07"; thence run Southwesterly and Northeasterly along the arc of said curve for an arc distance of 39.79 feet to the POINT of BEGINNING. Containing 2.0 Acres more or less.

Currently portion of Tax Folio No.: 30-5927-000-0020

Together with all tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto

belonging or in anywise appertaining: To Have and to Hold the same in fee simple forever.

And the said party of the first part does covenant with the said party of the second part that it is lawfully seized of the said premises, that it is free from all encumbrances and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

THIS IS A CORRECTIVE WARRANTY DEED TO CORRECT A SCRIVNER'S ERROR IN THE LEGAL DESCRIPTION AND REPLACE PART OF A SENTENCE IN SAME THAT WAS OMITTED.

In Witness Whereof, the said party of the first part has hereunto set its hand and seal the day and year above written.

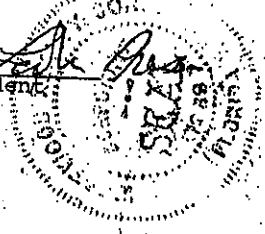
Signed, sealed and delivered in the presence of us:

Howard E. Kurzweil  
Howard E. Kurzweil  
(Please Print Name)

Jorge H. Vigil  
Jorge H. Vigil  
(Please Print Name)

WESTWOOD REALTY CORP., a  
Florida corporation d/b/a  
Address:

By: Marc A. Levin  
Marc A. Levin, President



STATE OF FLORIDA )  
COUNTY OF DADE ) ss

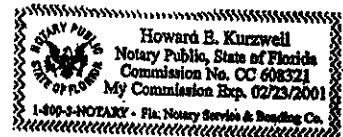
The foregoing instrument was acknowledged before me this 15 day of October, 1997, by MARC A. LEVIN, as President of WESTWOOD REALTY CORP., a Florida corporation, d/b/a Dadeland Mobile Home Park on behalf of the Corporation, who personally appeared before me at the time of notarization, and who is personally known to me, and who did take an oath.

NOTARY PUBLIC:  
Sign Howard E. Kurzweil  
Print \_\_\_\_\_  
State of Florida at Large  
(Seal)  
My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY:

Howard E. Kurzweil, Esquire  
Howard E. Kurzweil, P.A.  
328 Minorca Avenue  
Second Floor  
Coral Gables, FL 33134  
(305) 442-7085

C:\OFFICE\HFWIN\HFDGCS\LEVIN\HMSCHOOL.WD



# EXHIBIT D

This instrument was prepared by:  
Name: A. Vicky Leiva, Esq.  
Address: Robert Robinson Christy & Mallon  
791 Bristol Ave., Suite 1850  
Miami, Florida 33131

(Space reserved for Clerk)

## DEVELOPMENT AGREEMENT

KNOW ALL BY THESE PRESENTS that the undersigned, Westwood Realty Corp., Owner(s) of the following described property (the "Property"), lying, being and situated in Dade County, Florida, to-wit:

The NW 1/4 of the NE 1/4 of Section 27, Township 55 South, Range 39 East, less the North 55 feet and less the West 35 feet and less the East 25 feet, and less the South 25 feet of NW 1/4, of NE 1/4 for Highway, lying and being in Dade County, Florida.  
(The legal description shall be confirmed by a survey prepared by a state licensed surveyor and certified to the School Board at Developer's/Sublessor's sole cost).

IN ORDER TO ASSURE The School Board of Dade County, Florida ("School Board"), that the representations made to them by the Owner during consideration of Public Hearing No. 95-356 before the Dade County Board of County Commissioners will be abided by, the Owner freely, voluntarily and without duress makes the following Agreement:

- (1) The Owner shall contribute to the School Board, a two acre parcel of land within the Property more particularly described as follows:

A portion of the NW 1/4 of the NE 1/4 of Section 27, Township 55 South, Range 39 East, Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of the NW 1/4 of the NE 1/4 of said Section 27; thence run N87°36'25"E along the South line of the NW 1/4 of the NE 1/4 of said Section 27, for a distance of 35.01 feet to a point; thence run N01°12'28"W, parallel with an 35.00 feet East as measured at right angles, to the West line of the NW 1/4 of the NE 1/4 of said Section 27, for a distance of 25.01 feet to a point; thence continue N01°12'28"W for a distance of 25.52 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue N01°12'28"W for a distance of 293.09 feet to a point of curvature on a circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 88°21'19"; thence run northwesterly and northeasterly along the arc of said curve for an arc distance of 299.35 feet to Point of Tangency; thence run N87°08'51"E for a distance of 204.03 feet to a Point of Curvature of a circular curve to the right having for its elements a radius of 25.00 feet and a central angle of 91°18'15"; thence run Northeasterly and Southeasterly along the arc of said curve for an arc distance of 39.34 feet to the Point of Tangency; thence run S01°32'34"E for a distance of 294.69 feet to a Point of Curvature of a circular curve to the right, having for its elements a radius of 25.00 feet and a central angle of 89°09'19"; thence run Southeasterly and Southwesterly along the arc of said curve for an arc distance of 38.90 feet to the Point of Tangency; thence run S87°36'25"W along a line parallel with and 25.00 feet North, as measured at right angles, to the South Line of the NW 1/4 of the NE 1/4 of said Section 27 for a distance of 205.73 feet to the Point of Curvature of a circular curve to the right, having for its elements a radius of 25.00 feet and a central angle of 91°11'07"; thence run Southwesterly and Northwesterly along the arc of said curve for an arc distance of 30.79 feet to the POINT OF BEGINNING. Containing 2.0 Acres more or less.  
hereinafter referred to as the "PLC Site"

MIAMI (F:\DOCS\LA V\187\001) 1-4-11-98 (11-00)

*Northeasterly*

NORTHEASTERLY  
SHOULD BE  
NORTHWESTERLY

*to call Johnny 3/24/98  
Johnny is checking and recorded will let me know would need to be indicated. No space to LM/Johnny*

Southwesterly

a circular curve to the right, having for its elements a radius of 25.00 feet and central angle of 91°11'07"; thence run Southwesterly and ~~Northeasterly~~ along the arc of said curve for an arc distance of 39.79 feet to the POINT of BEGINNING. Containing 2.0 Acres more or less.

Currently portion of Tax Folio No.: 30-5927-000-0020

Together with all tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto

belonging or in anywise appertaining: To Have and to hold the same in fee simple forever.

And the said party of the first part does covenant with the said party of the second part that it is lawfully seized of the said premises, that it is free from all encumbrances and that it has good right and lawful authority to sell the same; and that it party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

THIS IS A CORRECTIVE WARRANTY DEED TO CORRECT A SCRIVNER'S ERROR IN THE LEGAL DESCRIPTION AND REPLACE PART OF A SENTENCE IN SAME THAT WAS OMITTED.

In Witness Whereof, the said party of the first part has hereunto set its hand and seal the day and year above written.

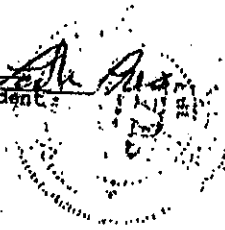
Signed, sealed and delivered in the presence of us:

Edward E. Kurswell  
Edward E. Kurswell  
(Please Print Name)

WESTWOOD REALTY CORP.  
Florida corporation d/b/a  
Address:

James H. Clair  
James H. Clair  
(Please Print Name)

By: Marc A. Levin  
Marc A. Levin, President



STATE OF FLORIDA )  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 15 day of October, 1997, by MARC A. LEVIN, as President of WESTWOOD REALTY CORP., a Florida corporation, d/b/a Dadeland Mobile Home Park on behalf of the Corporation, who personally appeared before me at the time of notarization, and who is personally known to me, and who did take an oath.

NOTARY PUBLIC:

Sign Edward E. Kurswell

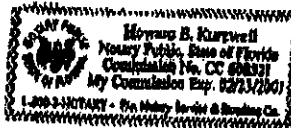
Print \_\_\_\_\_

State of Florida at Large  
(Seal)

My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY:

Edward E. Kurswell, Esquire  
Edward E. Kurswell, P.A.  
128 Minerva Avenue  
Second Floor  
Oral Gardens, FL 33134  
305) 442-7085



OFFICE: 128 MINERVA AVENUE, ORAL GARDENS, MIAMI, FL 33134



**EXHIBIT E**

*Westwood  
file*

**FAX TRANSMITTAL FORM**

DATE: 3-26-98

No. of Pages: \_\_\_\_\_  
(including this page)

TO: Lee Courtney  
 FAX #: 1412

FROM: Patricia Good  
 FAX #: (305) 995-7295

SUBJECT: \_\_\_\_\_

MESSAGE: *As we discussed, please hold recording desk for lucky start until we test site. All let you know when this is completed.*

*Attached is Westwood letter w/ back up we sent Johnson on 10-21-97. Let me know if you need anything else.*

- For your review, approval & comments
- For your signature
- Return of submittal
- Action to be taken

- For your information
- For your records
- As you requested
- Other \_\_\_\_\_