

Agenda Item #:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: December 5, 2006 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing  
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:**

- A) an Agreement for Purchase and Sale with Lisa and Company, a Florida corporation, to acquire 2.67 acres of vacant land located at the northwest corner of Indiantown Road and Mack Dairy Road, in unincorporated Town of Jupiter, for \$380,000; and
- B) a Memorandum of Agreement to be recorded in the public records to provide notice of this Agreement for Purchase and Sale.

**Summary:** This Agreement is for the County to purchase 2.67 acres located at the northwest corner of Indiantown Road and Mack Dairy Road. The property will be used for construction of the replacement for Fire Rescue Station No. 14 currently located at 16749 Jupiter Farms Road. This property is approximately six (6) miles north and west of the current station and will allow Fire-Rescue to lower its response times. Staff obtained two (2) appraisals of the property indicating values of \$360,000 and \$400,000. The purchase price of \$380,000 is based on the average of two appraisals. Staff has performed extensive due diligence and believes that this property is suitable for development of the Fire Station. In addition, the Agreement contains an Inspection Period of sixty (60) days to perform additional due diligence if necessary. The County's obligation to close is contingent upon the County obtaining the required rezoning within 180 days. The County has two options to extend the time-period in which to obtain zoning approvals by ninety (90) days by paying an additional \$35,000 per extension. However, Staff believes the rezoning will be obtained within 180 days. In the event the zoning approvals cannot be obtained during the initial or extension periods, the County has the option to terminate the Agreement. (PREM) District 1 (JMB)

**Background and Justification:** Fire-Rescue Station No. 14 currently services the Jupiter Farms area. As a result of the expansion and development of the Jupiter Farms area, the Fire-Rescue Department has determined that relocating the fire station approximately six (6) miles west is necessary to maintain response times within acceptable limits. Staff has obtained an environmental assessment of the property which indicates that there are no environmental concerns. The Parks and Recreation Department and PBSO have expressed interest in utilizing the old Fire Station once Fire Rescue has relocated.

**Attachments:**

- 1. Location Map
- 2. Agreement for Purchase & Sale
- 3. Memorandum of Agreement
- 4. Disclosure of Beneficial Interest
- 5. Budget Availability Statement

Recommended By: [Signature] Department Director 11/27/06 Date

Approved By: [Signature] County Administrator 11/30/06 Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$380,200	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$380,200</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No \_\_\_\_\_  
 Budget Account No: Fund 3700 Dept 441 Unit F078 Object 6101  
 Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

In addition, the County will be responsible for \$200 in estimated closing costs.

**C. Departmental Fiscal Review: \_\_\_\_\_**

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

<p><u>Elizabeth Blaser</u>                  11/29/06 OFMB                  11-29-06</p>	<p><u>Jim J. Jones</u> 11/29/06                  Contract Development and Control                  E. Jones 11/29/06</p>
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**B. Legal Sufficiency:**

James Brubaker  
 Assistant County Attorney

This item complies with current  
 County policies.

**C. Other Department Review:**

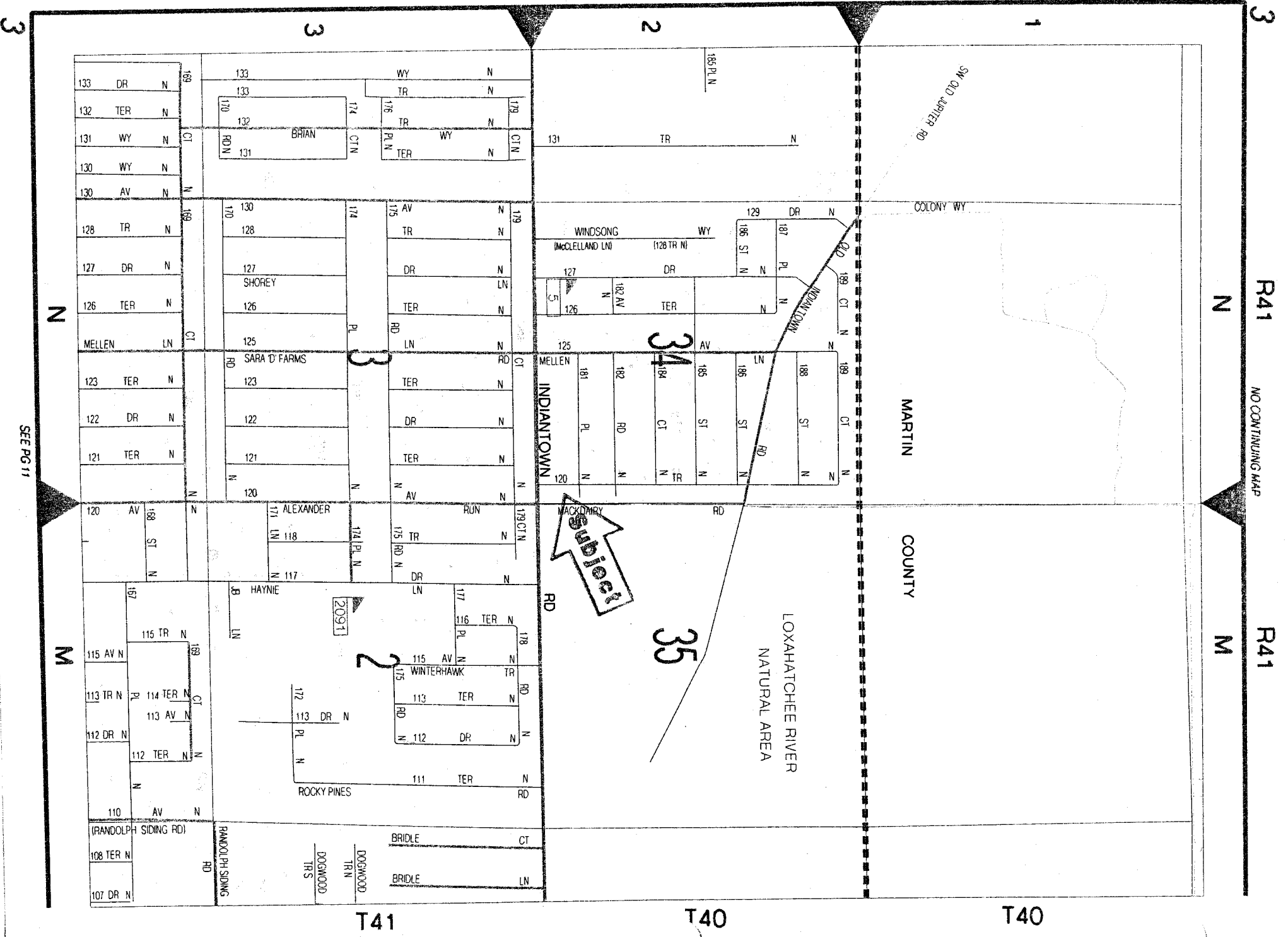
\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

LOCATION MAP

ATT# 1, II

SEE PG 11



3

R41

NO CONTAINING MAP

R41M

N

M

1

2

3

T40

T40

T41

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**AGREEMENT FOR PURCHASE AND SALE**

**between**

**PALM BEACH COUNTY,  
a political subdivision  
of the State of Florida, as Purchaser**

**and**

**LISA and COMPANY,  
a Florida for profit Corporation, as Seller**

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## AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale is made and entered into \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County") and LISA AND COMPANY, a Florida for profit corporation (FEI No. 592738832) (hereinafter referred to as the "Seller").

### WITNESSETH:

1. **DEFINITIONS.** The following terms as used herein shall have the following meanings:

1.1 **"Agreement"** - this instrument, together with all exhibits, addenda, and proper amendments hereto.

1.2 **"Closing and Closing Date"** - the consummation of the transaction contemplated hereby which shall be held upon the date reflected in Section 10.2 of this Agreement, unless extended by the terms of this Agreement, or by mutual consent of the parties.

1.3 **"Current Funds"** - Palm Beach County warrant or wire transfer drawn against a public banking institution located in Palm Beach County, Florida.

1.4 **"Effective Date"** - the Effective Date of this Agreement shall be the date upon which the Palm Beach County Board of County Commissioners (BCC) approves this Agreement at a formal meeting of the Board. Seller shall have the right to terminate this Agreement in the event the BCC does not approve this Agreement at a formal meeting by January 7, 2007.

1.5 **"Government Approval(s)"** - the approvals and permits described in Section 33 hereof of a rezoning from the current zoning classification to public ownership (PO) zoning classification.

1.6 **"Inspection Period"** - that certain period of time commencing upon the Effective Date and terminating sixty (60) days thereafter.

1.7 **"Permitted Exceptions"** - all of the existing title and survey matters to the title of the Real Property as set forth in Exhibit "B" attached hereto, and any other title matters that may be accepted in writing by the County.

1.8 **"Personal Property"** - Any items of personal property remaining upon the Real Property at Closing owned by Seller, shall, at the option of County, become the property of County and may be retained by or disposed of by County at its sole discretion.

1.9 **"Property"** - the Real Property and Personal Property.

1.10 **"Purchase Price"** - the price set forth in or determined in accordance with Section 3.1 of this Agreement.

1.11 **"Real Property"** - the Real Property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements situate thereon, if any.

2. **SALE AND PURCHASE.** In consideration of the mutual covenants herein contained, and various other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and convey to County and County agrees

to purchase from Seller, on the terms, covenants, and conditions hereinafter set forth, the Property, together with all improvements located thereon, if any, and all of Seller's right, title, interest, privileges, estates, tenements, hereditaments, and appurtenances appertaining to the Real Property, if any, including, without limitation, any and all of Seller's interests to the streets, roads, highways, easements, accesses, and rights of way appurtenant thereto.

3. **PURCHASE PRICE AND METHOD OF PAYMENT.**

3.1 **Purchase Price.** The purchase price of the Property shall be Three Hundred Eighty Thousand Dollars and 00/100 (\$380,000.00), subject to the prorations and adjustments set forth in this Agreement.

3.2 **Payment of Purchase Price.** On the Closing Date, County shall pay the total amount of the Purchase Price of the Property in Current Funds, subject to any adjustments, credits, and prorations as herein provided.

4. **ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to County to enter into this Agreement, Seller hereby acknowledges, represents, and warrants to County as follows:

4.1 Subject to the Permitted Exceptions, Seller is indefeasibly seized of fee simple title to the Property, and is the sole owner of and has good right, title, and authority to convey and transfer the Property free and clear of all liens and encumbrances, excepting only the Permitted Exceptions.

4.2 To the best of Seller's knowledge, there is no litigation, investigation, or proceeding pending, or to the knowledge of Seller threatened, which would materially and adversely affect Seller's ability to perform its obligations under this Agreement.

4.3 To the best of Seller's knowledge, there are no judicial or administrative actions, suits, or judgments materially and adversely affecting the Property pending, or to the knowledge of Seller threatened, which would materially and adversely affect Seller's ability to perform its obligations under this Agreement, including, without limitation, those relating to any laws, ordinances, rules, or regulations of any governmental authority having jurisdiction of the Property.

4.4 Except as shown in the Title Commitment obtained by the County and subject to the Permitted Exceptions, there are no existing or pending general or special assessments affecting the Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district, or any other special taxing district.

4.5 To the best of Seller's knowledge, there are no condemnation, environmental, zoning, or other land-use regulation proceedings, either instituted or planned to be instituted, with regard to the Property except for the Government Approvals to be obtained by the County.

4.6 On the Closing Date there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for, and Seller shall cause to be discharged all mechanics' or construction liens arising from any labor or materials furnished to the Property on Seller's account prior to the time of Closing.

4.7 All documents executed or to be executed by Seller which are to be delivered to County at Closing will be legal, valid, and binding obligations of Seller.

4.8 There are no service contracts affecting the Property which will survive Closing except as disclosed to the County.

4.9 Seller has entered into no other contracts for the sale of any portion of the Property which remain in force.

4.10 Seller has materially complied and shall materially comply from the date hereof until Closing with all applicable federal, state, county and municipal regulations, rules, ordinances, statutes and other requirements and regulations pertaining to the Property.

4.11 Except as shown in any existing environmental report to be provided by Seller, if any, or in any new environmental report to be obtained by the County, Seller has not used, is not currently using and will not in the future (for so long as Seller owns the same) use the Property for the handling, storage, transportation or disposal of hazardous materials in violation of any environmental law.

In the event that any of Seller's acknowledgments, representations and warranties shall prove to be materially untrue as of the time made, County shall have the rights and remedies identified in Section 17.1 hereof.

5. **ACKNOWLEDGMENTS AND REPRESENTATIONS OF COUNTY.**

5.1. **County's Representations.** As a material inducement to Seller to enter into this Agreement, County hereby acknowledges and represents to Seller as follows:

A. **Organization and Authority.** County has the full right and authority to enter into this Contract and as of Closing will have full right and authority to consummate the transactions contemplated hereby. This Contract has been, and all of the documents to be delivered by County at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of County, enforceable in accordance with their terms.

In the event that any of County's acknowledgments and representations shall prove to be materially untrue as of the time made, Seller shall have the rights and remedies identified in Section 17.2 hereof.

6. **INSPECTION OF PROPERTY.** During the Inspection Period, County and its engineers, surveyors, agents and representatives shall have unrestricted access to the Property for purposes of survey, testing and inspection thereof upon reasonable advance notice to Seller of all such access. All surveys, testing and inspections shall be conducted by County at its expense, and shall be performed by licensed persons or firms dealing in the respective areas or matters tested. All testing shall be done in the least intrusive manner reasonably practical. All inspection reports shall be certified to both the County and Seller.

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, the County acknowledges to be self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such limits that may change and be set forth by the legislature.

The County acknowledges to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

When requested, the COUNTY agrees to provide a Certificate of Insurance evidencing self-insurance and/or sovereign immunity status, which the agrees to recognize as acceptable for the above mentioned coverages.

County shall restore the Property to the condition in which it existed prior to such inspections, using materials of like kind and quality. Nothing contained herein shall be construed to prohibit County from disclosing the results of said inspections as may be required by applicable law. In the event that such inspections shall reveal a deficiency in the Property, as determined by County in its sole and absolute discretion, County shall have the right to terminate this Agreement at any time during the Inspection Period by giving written notice thereof to Seller, whereupon the parties shall be relieved of all further obligations hereunder, except for any obligation that expressly survives the termination of the Contract.

## 7. EVIDENCE OF TITLE.

7.1 County shall take title to the Property at Closing subject all existing title and survey matters described in Exhibit "B" attached hereto and made a part hereof, (collectively "Permitted Exceptions"). Within fifteen (15) days from the Effective Date, County shall obtain a title insurance commitment from a title agent selected by County covering the Property and hard copies of the exceptions listed thereunder with copies to be delivered to Seller simultaneously ("Title Commitment") pursuant to which the title insurer will agree to issue to County, upon closing of this transaction, an owner's policy of title insurance insuring good and marketable title to the Property in the amount of the Purchase Price, subject to the Permitted Exceptions and real estate taxes for the year of closing and thereafter ("Good and Marketable Title"). Within the Inspection Period, County shall notify Seller of any additional title matters not a Permitted Exception ("New Title Matter") that renders title unmarketable. Seller shall have twenty (20) days from receipt of such notice within which to cure such objection using commercially reasonable efforts, and if Seller is unsuccessful in curing them within such period, County shall, upon written notice to Seller within five (5) days from expiration of the twenty (20) day cure period, either: (1) accept the title to the Property as it then is with no reduction in the Purchase Price, or (2) terminate this and thereupon County and Seller shall be released, as to one another, of all further obligations hereunder, except for those obligations which survive termination. Seller shall have no obligation to expend funds in excess of Ten Thousand Dollars and 00/100 (\$10,000.00) or to bring suits to correct any defect(s) in title. Seller shall be responsible for all title insurance premiums and other costs associated with the owner's policy.

Within thirty (30) days from the Effective Date, County, at its sole expense, may obtain a current, updated survey of the Property by a licensed Florida land surveyor ("Survey"). Such Survey shall be certified to the title agent, the title underwriter, Seller, County, County's counsel and Seller's counsel. County shall deliver a copy of the Survey to Seller and the title agent upon its receipt of such Survey. County shall have twenty (20) days from its receipt of the Survey to notify Seller of any additional survey matters not a Permitted Exception ("New Survey Matter") that constitute a survey defect and such survey defect shall be considered as a title objection in accordance with the paragraph above.

7.2 County may request, prior to the Closing, an endorsement of the commitment making it effective to within thirty (30) days of the Closing Date. At Closing, Seller shall cause the title insurance commitment to be endorsed to remove, without the inclusion of any additional exceptions to coverage, any and all B-1 requirements or preconditions to the issuance of an owner's title insurance policy, and to delete any standard exceptions for: (a) any rights or claims of parties in possession not shown by the public records; (b) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property (provided County obtains a survey in accordance with Section 7.1 hereof); (c) easements or claims of easement not shown by the public records (provided County obtains a survey in accordance with Section 7.1 hereof); (d) any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public records on the account of Seller; (e) taxes for the year of Closing and all prior years, and taxes or special assessments which are not shown as existing liens by the public records; and (f) matters arising or



attaching subsequent to the effective date of the title insurance commitment, but before the acquisition of record of title to the Property by the County

7.3 From and after the Effective Date of this Agreement, Seller shall take no action which would materially and adversely impair or otherwise materially and adversely affect title to any portion of the Property, and shall record no documents in the Public Records which would materially and adversely affect title to the Real Property, without the prior written consent of the County.

8. **MAINTENANCE.** Between the Effective Date and Closing, Seller shall maintain the Property in substantially the condition in which it existed as of the Effective Date, any casualty and any damage caused by County excepted. Seller shall bear the risk of any loss, damage or casualty to the Property prior to Closing except to the extent that County caused any such damage.

9. **CONDITION PRECEDENT TO CLOSING.**

(a) The following are conditions precedent to County's obligation to close upon its purchase of the Property: (1) Seller shall have performed all of the covenants and obligations under this Agreement that it is obligated to perform at or prior to Closing, on or prior to the dates such performance is required hereby; (2) Seller's representations and warranties identified in this Agreement shall be true and correct as of the date made; (3) there shall have been no material adverse change in the condition of the Property other than as specifically permitted by this Agreement; (4) County shall have obtained or waived the Government Approvals as provided in Sections 10.2 and 33 hereof. The foregoing conditions precedent are for the exclusive benefit of County and may be unilaterally waived by the County.

So long as the County is not in default hereunder, including its obligations to use its best efforts to obtain the Government Approvals, if any condition precedent to County has not been satisfied as of the Closing Date or other applicable date, the County, may in its sole discretion, upon written notice to Seller: (i) terminate this Agreement by delivering written notice to the Seller on or before the Closing Date; (ii) extend the time available for the satisfaction of such condition by up to a total of ten (10) business days; or (iii) elect to close, notwithstanding the non-satisfaction of such condition.

(b) The following are conditions precedent to Seller's obligation to close upon its sale of the Property: (1) County shall have performed all of the covenants and obligations under this Agreement that it is obligated to perform at or prior to Closing, or prior to the dates such performance is required hereby; and (2) County's representations identified in this Agreement shall be true and correct as of the date made.

So long as the Seller is not in default hereunder, if any condition precedent to the Seller has not been satisfied as of the Closing Date or other applicable date, the Seller, may in its sole discretion, upon written notice to County: (i) terminate this Agreement by delivering written notice to the County on or before the Closing Date; (ii) extend the time available for the satisfaction of such condition by up to a total of ten (10) business days; or (iii) elect to close, notwithstanding the non-satisfaction of such condition. The foregoing conditions precedent are for the exclusive benefit of Seller and may be unilaterally waived by the Seller.

10. **CLOSING.** The parties agree that the Closing upon the Property shall be consummated as follows:

10.1 **Place of Closing.** The Closing shall be held at the Property and Real Estate Management Division office, 3200 Belvedere Road, Building 1169, West Palm Beach, Florida or such other place as is mutually acceptable to the parties.

10.2 **Closing Date.** The Closing shall take place on the earlier of: (i) one hundred eighty (180) days after the Effective Date; or (ii) twenty (20) days after the County has received the Government Approvals. In the event that County has not obtained the Government Approvals within such one hundred eighty (180) day period (or waived its right to obtain the same), County may elect to extend the Closing Date for no more than two (2) successive ninety (90) day periods. In order to exercise such right, County shall deliver notice of its election to extend the Closing Date to Seller no later than fifteen (15) days prior to the previously scheduled Closing Date and shall simultaneously deliver the sum of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) to Seller with each such request for an extension (hereinafter referred to singularly and/or collectively as the "Extension Fee"). All Extension Fees shall be non-refundable and shall not be credited against the Purchase Price at Closing. Notwithstanding the foregoing, the Extension Fee shall be refundable in the event that the Closing does not occur due to a material default by Seller under the Contract. In the event that despite its best efforts, County is unable to obtain any Government Approval during any ninety (90) day option period, County may terminate this Agreement by written notice to Seller, whereupon the parties shall be relieved of all further obligations hereunder. Unless otherwise set forth in the Contract or agreed to in writing between the County and Seller after the date of this Agreement, in no event shall County have any right to extend the Closing Date by more than one hundred and eighty (180) total days beyond the Closing Date. In the event that County fails to provide at least fifteen (15) days prior written notice to Seller, as set forth above, County shall have waived all rights to extend the Closing Date.

10.3 **Closing Documents.** Seller shall be responsible for preparation of all Closing documents. Seller shall submit copies of same to County no less than ten (10) days before Closing. At Closing, Seller shall deliver, or cause to be delivered to County, the following documents, each fully executed and acknowledged as required.

10.3.1 **Special Warranty Deed.** A Special Warranty Deed conveying good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

10.3.2 **Affidavit of Seller.** A Seller's Affidavit permitting the title agent to mark-up the title commitment and insure the gap period in accordance with Section 6 of this Agreement, subject only to the Permitted Exceptions.

10.3.3 **Non-Foreign Affidavit.** Seller represents and warrants to County that Seller is not a "foreign person" as defined by the Federal Foreign Investment in Real Property Tax Act (the "Act"). At Closing, the Seller shall execute and deliver to County a "Non-Foreign Affidavit," as required by the Act. Seller acknowledges that in the event Seller fails to deliver the Non-Foreign Affidavit, County shall be authorized to withhold from the closing proceeds an amount equal to ten percent (10%) of the gross amount of the purchase price, and to remit same to the Internal Revenue Service, as required by the Act.

10.3.4 **Closing Statement.** A Closing Statement prepared by County in accordance with the terms hereof.

10.3.5 **Seller's Additional Documents.** Seller shall also deliver and/or execute such other instruments as are necessary or reasonably required to consummate the transactions herein contemplated including, without limitation, if applicable, such documents as County or the title company may require evidencing Seller's existence, good standing, power and authority to enter into and consummate the transaction herein contemplated and a Seller's Disclosure of Beneficial Interests as required by Section 286.23, Florida Statutes, in the form attached hereto as Exhibit "D".

10.4 **Possession.** At Closing, Seller shall deliver full, complete, and exclusive possession of the Property to the County subject to the Permitted Exceptions and in accordance with the terms of this Agreement.

10.5 **County's Obligations.** At Closing, County shall deliver, or cause to be delivered, to Seller the following:

10.5.1 **Cash due at Closing.** The required payment due in Current Funds as provided elsewhere herein.

10.5.2 **County's Additional Documents.** County shall also deliver and/or execute such other instruments as are necessary or reasonably required to consummate the transactions herein contemplated including, without limitation, if applicable, such documents as Seller or the title company may require to consummate the transaction herein contemplated

11. **EXPENSES.**

11.1 County shall pay the following expenses at Closing.

11.1.1 The cost of recording the deed of conveyance.

11.1.2 The cost and expense of its inspections, survey and all costs relating to obtaining the Government Approvals.

11.2 Seller shall pay the following expenses at Closing:

11.2.1 Documentary Stamps required to be affixed to the deed of conveyance.

11.2.2 All costs and premiums for the owner's title insurance commitment and policy.

11.2.3 All costs necessary to cure any title defect(s) and to satisfy or release of record all existing mortgages and Seller's liens upon the Property in accordance with its obligations under this Agreement.

11.3 The Seller and County shall each pay their own attorney's fees.

12. **PRORATIONS.**

12.1 **Taxes.** On or before the Closing Date, Seller shall establish an escrow fund with the County Tax Collector pursuant to Florida Statute, Section 196.295, and shall pay into said escrow Seller's prorata portion of ad valorem and non-ad valorem real property taxes and assessments for the year of Closing and any prior years as determined by the Tax Collector. Seller's prorata share of all taxes and assessments shall include the day of Closing.

12.2 **Assessments.** If as of the Closing Date, assessments or charges have been imposed against the Property or any part thereof which are, or which may become payable in annual installments, the first installment of which is then a charge or lien, or has been paid, then for the purposes of this Agreement, all of the unpaid installments of any such assessments, including those which become due and payable after the Closing Date, shall be deemed to be due and payable and to be a lien upon the premises affected thereby, and shall be paid and discharged by the Seller on or before the Closing Date. Any other assessments not deemed to be due and payable as aforesaid which burden County owned property shall be deemed to be payable on a calendar year basis in arrears and prorated accordingly.

13. **CONDEMNATION.** In the event that all or any part of the Property shall be acquired or condemned for any public or quasi-public use or purpose, or if any acquisition or condemnation proceedings shall be threatened or begun prior to the closing of this transaction, County shall within ten (10) days of the date of receiving actual notice of such event have the option to either terminate this Agreement, and the obligations of all parties hereunder shall cease, or to proceed to Closing, receiving, however, any and all damages, awards, or other compensation arising from or attributable to such acquisition or condemnation proceedings County shall have the right to participate in any such proceedings, following the expiration of the Inspection Period.

14. **REAL ESTATE BROKER.** Seller and County represent and warrant to each other that they have not dealt with any broker salesman, agent, or finder in connection with this transaction.

15. **NOTICES.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

15.1 County:

Palm Beach County  
Property & Real Estate Management Division  
Attention: Director  
3200 Belvedere Road  
Building 1169  
West Palm Beach, Florida 33406-1544  
Fax: (561) 233-0210

With a copy to:

County Attorney's Office  
Attn: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791  
Fax: (561) 355-4398

15.2 Seller:

Lisa and Company  
Attn: Roger Miller  
2601 Biscayne Boulevard.  
Miami, Florida 33137  
Fax: (305) 576-3717

With a copy to:

Clifford I. Hertz, P.A.  
Broad and Cassel  
1 N. Clematis Street  
Suite 500  
West Palm Beach, FL 33401  
Fax: (561) 650-1123

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

16. **ASSIGNMENT.** Neither County nor Seller may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld at such other party's sole and absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Agreement. This provision shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

17. **DEFAULT.**

17.1 **Defaults by Seller.** In the event Seller fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to: (1) terminate this Agreement by written notice to Seller, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant Seller a reasonable period of time within which to cure such default during which time Seller shall utilize Seller's reasonable efforts to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event County elects option number two (2) set forth hereinabove and Seller fails or is unable to cure such default within the applicable time period, County shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove.

17.2 **Defaults by County.** In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Seller shall have the right to: (1) terminate this Agreement at any time prior to Closing by written notice to County, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement; (2) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms hereof. In the event Seller elects option number two (2) set forth hereinabove and County fails or is unable to cure such default within the applicable time period, Seller shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event Seller elects option number three (3) and Seller is unable to obtain specific performance of this Agreement for any reason, Seller shall have the right to terminate this Agreement.

18. **GOVERNING LAW & VENUE.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

19. **BINDING EFFECT.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

20. **MEMORANDUM OF AGREEMENT.** Following the expiration of the Inspection Period, County shall be entitled to record the Memorandum of Agreement attached hereto as Exhibit "C" in the Public Records of Palm Beach County, Florida. In the event the transaction is not consummated for any reason, County shall promptly provide Owner with a termination of the Memorandum to be recorded in the public records. In the event that County fails to provide such termination within ten (10) days of any termination, then County hereby authorizes Owner to record a termination in the public records. This provision shall survive the termination of the Agreement.

21. **TIME OF ESSENCE.** Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

22. **INTEGRATION.** This Agreement constitutes the entire understanding and Agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

23. **EFFECTIVE DATE OF AGREEMENT.** This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

24. **HEADINGS.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

25. **NON-DISCRIMINATION.** The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

26. **CONSTRUCTION.** No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

27. **ENTIRE UNDERSTANDING.** This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement.

28. **SURVIVAL.** The parties' warranties, agreements, covenants and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

29. **WAIVER.** No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

30. **AMENDMENT.** This Agreement may be modified and amended only by written instrument executed by the parties hereto.

31. **INCORPORATION BY REFERENCE.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

32. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a 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 testing may be obtained from your County public health unit.

33. **DEVELOPMENT OBLIGATIONS OF COUNTY AND SELLER.** Seller acknowledges that County will be seeking development approvals and permits (the "Government Approvals") for the development of County's intended governmental use facilities upon the Property (the "Proposed Use"), and the obligations of County hereunder are expressly contingent upon County obtaining the Government Approval for the proposed use prior to Closing (as may be extended). The County agrees to use its best efforts to obtain such Government Approvals and shall keep Seller reasonably informed of its status, including providing Seller with monthly status reports outlining its efforts. County further agrees that it shall provide copies of all applications, permits, approvals, etc., to Seller. Seller shall timely execute all reasonable consents and applications, and/or owner authorizations as may be required for such Government Approval. The County will be responsible for all costs associated with submitting applications for such Government Approval other than costs incurred by Seller, including without limitation, Seller's staff and attorney time. Seller shall not be obligated to incur any other expense or undertake any other obligations relative thereto.

In the event that despite its best efforts, County is unable to obtain any Government Approval by Closing, County may terminate this Agreement by written notice to Seller, whereupon the parties shall be relieved of all further obligations hereunder. County reserves the right to proceed to Closing without such Government Approvals.

The obligations of County and Seller set forth in this Section shall survive the Closing.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Signed, sealed, and delivered  
in the presence of:

Date of Execution by Seller:

Oct. 27, 2006

**SELLER:**

Lisa and Company, a Florida for profit corporation

By: [Signature]  
Signature

ROBERT MILLER  
Type Name

President  
Title

(SEAL)

Date of Execution by County:

\_\_\_\_\_, 2006

**COUNTY:**

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS:

By: [Signature]  
Department Director



## SCHEDULE OF EXHIBITS

- EXHIBIT "A" - LEGAL DESCRIPTION
- EXHIBIT "B" - PERMITTED EXCEPTIONS
- EXHIBIT "C" - MEMORANDUM OF AGREEMENT
- EXHIBIT "D" - SELLER'S DISCLOSURE OF  
BENEFICIAL INTEREST

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

A parcel of land in Section 34, Township 40 South, Range 41 East, in Palm Beach County, Florida, more particularly described as:

The South Half of the East Quarter of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) together with the South one-twelfth of the North Half of said East Quarter of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section 34, less, however, that part thereof, lying South of the North line of a 200 foot right-of-way for State Road 706, and less that part thereof lying East of the West line of a 100-foot canal right-of-way as recorded in the public records of Palm Beach County, Florida.

## **EXHIBIT "B"**

### **PERMITTED EXCEPTIONS**

1. Declaration of Easements recorded in Official Record Book 1537, Page 434, as modified by Easement Deed recorded in Official Record Book 1886, Page 1416, and further modified in Official Record Book 2721, page 36, Official Record Book 5822, page 543.
2. Affidavit of Exemption in Official Record Book 5686, Page 1778.
3. All matters as shown on Boundary and Topographic Survey of Fire Station #14, drawing No. S-3-06-2528, dated November 9, 2006, completed by Palm Beach County Engineering Services.

**EXHIBIT "C"**

**MEMORANDUM OF AGREEMENT**

Prepared By/Return To:  
Jeffrey S. Bolton  
Palm Beach County  
Property & Real Estate  
Management Division  
3200 Belvedere Road, Building 1169  
West Palm Beach, FL 33406-1544

**MEMORANDUM OF AGREEMENT**

This is a MEMORANDUM OF AGREEMENT regarding that certain Agreement for Purchase and Sale, dated \_\_\_\_\_ (Resolution No. \_\_\_\_\_) (the "Agreement"), by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, with an address of 301 North Olive Avenue, Administration, 11<sup>th</sup> Floor, West Palm Beach, Florida 33401, ("County"), and LISA AND COMPANY, a Florida for profit corporation (FEI No. 592738832), with an address of 2601 Biscayne Boulevard, Miami, Florida 33137 (hereinafter referred to as the "Seller").

**WITNESSETH:**

**WHEREAS**, County and Seller have entered into the Agreement pursuant to which Seller has agreed to sell to County and County has agreed to purchase from Seller the Real Property located in Palm Beach County legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, Seller has executed this Memorandum of Agreement for the purpose of giving public notice of the existence of the Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby acknowledges, and gives notice of, the existence of the Agreement.

This Memorandum of Agreement is not a complete summary of the Agreement. Provisions of this Memorandum shall not be used to interpret the provisions of the Agreement, and, in the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Seller has caused this Memorandum of Agreement to be executed on the date set forth below.

Signed and delivered in the presence of two witnesses for Seller:

Christine Hinshelwood  
Witness Signature

CHRISTINE HINSHELWOOD  
Print Witness Name

[Signature]  
Witness Signature

Karen Stauber  
Print Witness Name

Lisa and Company, a Florida for profit corporation

By: [Signature]  
Signature

Roger Miller  
Type Name

President  
Title

Date of Execution by Seller:

Oct 07, 2006

(SEAL)

STATE OF FLORIDA ]  
COUNTY OF MIAMI-DADE ]

The foregoing Memorandum of Agreement was acknowledged before me this 27 day of OCTOBER, 2006 by ROGER MILLER the PRESIDENT of LISA AND COMPANY a FLORIDA FOR PROFIT CORPORATION, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.



Cathy M. Rucker  
Commission # DD211564  
Expires: MAY 12, 2007  
AARONNOTARY.com

[Signature]  
Notary Public  
CATHY M. RUCKER  
Print Notary Name

NOTARY PUBLIC  
State of FLORIDA at Large  
My Commission Expires: MAY 12, 2007

**EXHIBIT "A"**

**LEGAL DESCRIPTION  
(Memorandum Of Agreement)**

A parcel of land in Section 34, Township 40 South, Range 41 East, in Palm Beach County, Florida, more particularly described as:

The South Half of the East Quarter of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) together with the South one-twelfth of the North Half of said East Quarter of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section 34, less, however, that part thereof, lying South of the North line of a 200 foot right-of-way for State Road 706, and less that part thereof lying East of the West line of a 100-foot canal right-of-way as recorded in the public records of Palm Beach County, Florida.

**EXHIBIT "D"**

**SELLER'S DISCLOSURE OF BENEFICIAL INTERESTS**



SELLER'S DISCLOSURE OF BENEFICIAL INTERESTS  
(REQUIRED BY FLORIDA STATUTES 286.23)

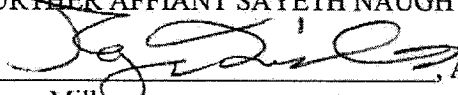
TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY  
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Roger Miller, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President of Lisa and Company, a Florida for profit corporation, (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").
2. Affiant's address is: 2601 Biscayne Boulevard, Miami, FL 33137
3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five Percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.
4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its purchase of the Property.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

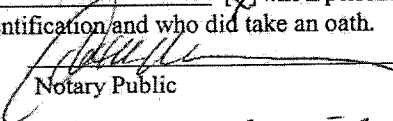
FURTHER AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_, Affiant  
Roger Miller

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of OCTOBER, 2006,  
by ROGER MILLER who is personally known  
to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.



Cathy M. Rucker  
Commission # DD211564  
Expires: MAY 12, 2007  
AARONNOTARY.com

  
\_\_\_\_\_  
Notary Public  
CATHY M. RUCKER  
(Print Notary Name)

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires: MAY 12, 2007

**EXHIBIT "A"**

**PROPERTY**  
**(Seller's Disclosure Of Beneficial Interests)**

A parcel of land in Section 34, Township 40 South, Range 41 East, in Palm Beach County, Florida, more particularly described as

The South Half of the East Quarter of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) together with the South one-twelfth of the North Half of said East Quarter of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section 34, less, however, that part thereof, lying South of the North line of a 200 foot right-of-way for State Road 706, and less that part thereof lying East of the West line of a 100-foot canal right-of-way as recorded in the public records of Palm Beach County, Florida.

**EXHIBIT "B"**

**(Seller's Disclosure Of Beneficial Interests)**

Roger Miller 25%  
2601 Biscayne Boulevard  
Miami, FL 33137

Sherri Gersten 25%  
384 SW 132<sup>nd</sup> Terrace  
Newberry, FL 32669

Michelle Goldstein  
2030 NE 121<sup>st</sup> Road 25%  
North Miami, FL 33181

Cary Caster 25%  
1011 Vista Del Mar Drive  
Delray Beach, FL 33482

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BUDGET AVAILABILITY STATEMENT

REQUEST DATE: October 31, 2006 REQUESTED BY: JEFFREY BOLTON PHONE: 233-0228

PROJECT TITLE: FIRE RESCUE STATION #14-INDIANTOWN ROAD PROJECT NO.: 2003-1.014

ORIGINAL CONTRACT/ANNUAL AMOUNT: \$ 380,200.00 ECC RESOLUTION#/DATE:

CSA/LOA CHANGE ORDER AMOUNT:

CSA/LOA CHANGE ORDER NUMBER:

CONTRACTOR/CONSULTANT NAME:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES: The County agrees to purchase from Lisa And Company (Seller) property located on Indiantown Road, Jupiter, for Fire Rescue Station #14, together with all improvements located thereon, if any; including, any and all of Seller's interests to the streets, roads, highways, easements, accesses, and rights of way. The purchase price of the property is Three Hundred Eighty Thousand Dollars and 00/100 (\$380,000.00), plus approximately \$200 for anticipated closing costs.

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT? IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

- CONSTRUCTION
ARCHITECTURE/ENGINEER
\*STAFF COSTS
EQUIPMENT/OTHER
TOTAL

\*By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER (IF KNOWN):

FUND: 3700 DEPARTMENT: 441 UNIT: F078 OBJ: 6101 PROGRAM:

SUPPLEMENTAL AGREEMENT TO BE APPROVED BY:

ANTICIPATED DATE OF APPROVAL:

BAS APPROVED BY: [Signature] DATE: 11/1/06

ENCUMBRANCE NUMBER:

G:\BOLTON FS 14 INDIANTOWN ROAD\BAS PURCHASE 10.31.06.DOC

ATT. # 5

# 2003 UNIFORM BUSINESS REPORT (UBR)

DOCUMENT# M41969

FILED  
May 01, 2003  
Secretary of State

Entity Name: LISA AND COMPANY

**Current Principal Place of Business:**

2601 BISCAYNE BLVD.  
MIAMI, FL 33137

**New Principal Place of Business:**

**Current Mailing Address:**

2601 BISCAYNE BLVD.  
MIAMI, FL 33137

**New Mailing Address:**

FEI Number: 59-2738832      FEI Number Applied For ( )      FEI Number Not Applicable ( )      Certificate of Status Desired ( )

**Name and Address of Current Registered Agent:**

RODRIGUEZ, ANTONIO  
2601 BISCAYNE BLVD.  
MIAMI, FL 33137 US

**Name and Address of New Registered Agent:**

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

\_\_\_\_\_ Date

Election Campaign Financing Trust Fund Contribution ( )

**OFFICERS AND DIRECTORS:**

Title: DS ( ) Delete  
Name: GOLDSTEIN, MICHELLE,  
Address: 2601 BISCAYNE BLVD.  
City-St-Zip: MIAMI, FL

Title: D ( ) Delete  
Name: GERSTEN, SHERRI,  
Address: 2601 BISCAYNE BLVD.  
City-St-Zip: MIAMI, FL

Title: D ( ) Delete  
Name: CASTER, CARY,  
Address: 2601 BISCAYNE BLVD.  
City-St-Zip: MIAMI, FL

Title: DP ( ) Delete  
Name: MILLER, ROGER,  
Address: 2601 BISCAYNE BLVD.  
City-St-Zip: MIAMI, FL

**ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:**

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: ROGER MILLER

DP

05/01/2003


\_\_\_\_\_ Electronic Signature of Signing Officer or Director

\_\_\_\_\_ Date

**2006 FOR PROFIT CORPORATION ANNUAL REPORT**

**FILED**  
**May 01, 2006 08:00 AM**  
**Secretary of State**

**DOCUMENT # M41969**  
 1. Entity Name  
**LISA AND COMPANY**



Principal Place of Business      Mailing Address  
**2601 BISCAYNE BLVD.**      **2601 BISCAYNE BLVD.**  
**MIAMI, FL 33137**      **MIAMI, FL 33137**

**DO NOT WRITE IN THIS SPACE**



04212006    No Chg-P    CR2E034 (11/05)

4. FEI Number      Applied For  
**59-2738832**      Not Applicable

5. Certificate of Status Desired        \$8.75 Additional Fee Required

8. Name and Address of Current Registered Agent  
**RODRIGUEZ, ANTONIO**  
**2601 BISCAYNE BLVD.**  
**MIAMI, FL 33137**

**DO NOT WRITE IN THIS SPACE**

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
Signature, typed or printed name of registered agent and title if applicable.      NOTE: Registered Agent signature required when re-registering.

**FILE NOW!!! FEE IS \$150.00**  
**After May 1, 2006 Fee will be \$550.00**

9. Election Campaign Financing Trust Fund Contribution.        \$5.00 May Be Added to Fees

10. OFFICERS AND DIRECTORS

TITLE	DS
NAME	GOLDSTEIN, MICHELLE
STREET ADDRESS	2601 BISCAYNE BLVD.
CITY-ST-ZIP	MIAMI, FL
TITLE	D
NAME	GERSTEN, SHERRI
STREET ADDRESS	2601 BISCAYNE BLVD.
CITY-ST-ZIP	MIAMI, FL
TITLE	D
NAME	CASTER, GARY
STREET ADDRESS	2601 BISCAYNE BLVD.
CITY-ST-ZIP	MIAMI, FL
TITLE	DP
NAME	MILLER, ROGER
STREET ADDRESS	2601 BISCAYNE BLVD.
CITY-ST-ZIP	MIAMI, FL
TITLE	
NAME	
STREET ADDRESS	
CITY-ST-ZIP	
TITLE	
NAME	
STREET ADDRESS	
CITY-ST-ZIP	

**DO NOT WRITE IN THIS SPACE**

U00000554590  
 05/15/06-80098-007 150.00

12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: [Signature]      Date: 4/28/06      Cayman Phone #: 303 766333  
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR      Date      Cayman Phone #