IN THE SUPREME COURT OF FLORIDA

CASE NO. 65,620

STORER CABLE T.V. OF FLA., INC.,
a Florida corporation,

Appellant,

v.

SUMMERWINDS APARTMENTS ASSOCIATES,
LTD., a Florida limited partnership,

Appellee.

BRIEF OF APPELLANTS

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I.

STATEMENT OF THE CASE AND FACTS

Storer Cable T.V. of Florida, Inc. (Storer) has a duly granted franchise in Dade County to provide cable television services in certain areas. Within Storer's service area, Summerwinds Apartments Associates, Ltd. (Summerwinds) owns and operates rental apartments. Upon request of some of Summerwinds' tenants, Storer sent representatives to the apartments on March 1, 1983, to seek access for the purpose of fulfilling its franchise rights and duties. The resident manager refused to allow Storer access to the apartment complex.

To comply with tenant demands for service, Storer sought an injunction prohibiting further interference by Summerwinds and damages. (R.1-3).[1] That action was based on Storer's franchise, Sec. 8A-132(b), Code of Metropolitan Dade County, and on Section 83.66 Fla. Stat. (1982).

Summerwinds denied Storer's allegations (R.11-12), and moved for judgment on the pleadings contending that Section 83.66, Fla. Stat., and Section 8A-132(b), Code of Metropolitan Dade County, are unconstitutional on their faces. At the time of the motion, there had been no discovery and no evidence adduced to show the effect that the statute's application or proposed service would have on the property involved. There was no

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[1] Unless otherwise indicated, all emphasis is supplied. "R" refers to the record on appeal before the Third District.

evidence as to the technology of cable television services, proposed installations, location of easements, or terms and conditions of leases held by the tenants requesting service.

The trial judge granted the motion. (R.74). On motion for rehearing and amendment, the trial judge affirmed that its ruling was a finding of fact that "permanent physical occupation" of Summerwinds' property would necessarily occur, that the statutes required such occupations without compensation, and that the statutes are therefore unconstitutional under Loretto v. Teleprompter Manhattan CATV Corp., 458 U.S. 419, 102 S.Ct. 3164, 73 L.Ed.2d 868 (1982). (R. 75-76).

On appeal the Third District Court of Appeal affirmed on the same authority. Appendix I attached hereto.

II.

ENACTMENTS DECLARED UNCONSTITUTIONAL IN THE LOWER COURT

The enactments declared unconstitutional are Section 83.66, Fla. Stat. (1982) and Section 8A-132(b), Code of Metropolitan Dade County. The text of each is set forth for the Court's convenience at Appendices A and B attached hereto.

III.

POINT ON APPEAL

WHETHER THE LOWER COURTS ERRED ON MOTION FOR JUDGMENT ON THE PLEADINGS IN FINDING THAT THE APPLICATION OF THE ENACTMENTS AND PROPOSED CABLE TELEVISION SERVICE WOULD ACCOMPLISH UNCONSTITUTIONAL TAKINGS WITHOUT JUST COMPENSATION

IV.

ARGUMENT

A finding of unconstitutionality under Loretto necessarily entails the following findings:

(1) The statutes must on their faces require a permanent occupation;

(2) ... of Summerwinds' property;

(3) ... without just compensation.

In contrast to the statute ruled unconstitutional in Loretto, Storer submits that the Florida enactments do not require a permanent occupation without compensation because:

(1) Cable service is linked to the duration of the tenancy of the requesting lessees;

(2) Summerwinds does not enjoy the use and possessory rights it asserts, but has only a reversionary interest in the property;

(3) The enactments guarantee compensation for damage which Summerwinds has not challenged as being unjust.

More importantly, however, the New York statute analyzed in Loretto fell into the class of statutes which require permanent physical occupation and are not merely use-regulatory. Because the Florida enactments allow landlords to exclude franchisees by providing their own services to requesting tenants, they fall into the class of use-regulatory statutes which do not accomplish a per se taking.

A. THERE IS NO PERMANENT PHYSICAL OCCUPATION OF SUMMERWINDS' PROPERTY SO AS TO CONSTITUTE AN UNCONSTITUTIONAL TAKING.

This Court has declared that it will adopt any reasonable view that will uphold a law and sustain its constitutionality. Tyson v. Lanier, 156 So.2d 833, 838(Fla. 1963); Florida v. Gale Distributors, Inc., 349 So.2d 150, 153 (Fla. 1977). When considered in the proper milieu of pre-existing Florida real-property and landlord/tenant law, the challenged enactments fit the contours of pre-existing property rights.

The statute at issue gives rights of access to available franchised cable television companies only for tenants having leases of one year or more. Pursuant to its franchise and this statute, Storer has the right and privilege to sell its services to those tenants having such leases within the Summerwinds complex. Additionally, the unit occupants have a right to use their entire "premises". The Florida Residential Landlord and Tenant Act, Section 83.43(5), Fla. Stat. (1973), defines "premises" to include the dwelling unit, its structure (roof, floor, walls), appurtenant facilities (sidewalks, parking lots, stairways), and grounds and property which are held out for tenant use. No such pre-existing legislative definition of "premises" can be found in Loretto. Section 83.51, Fla. Stat. (1973), requires landlords to maintain and repair these premises in compliance with all building, housing and health codes during the term of the tenancy. Section 83.66 regulating CATV access must be construed in pari materia with these provisions. Gale Distributors, Inc., supra.

In addition to these legislative declarations that the tenants have full rights of use of the "property" purportedly subject to "taking", Florida common law establishes that the tenant's interest is "an estate in the premises that for all practical purposes is equivalent to absolute ownership." 34 Fla.Jur.2d, Landlord and Tenant, Section 12. The lease transfers the landlord's possessory and use interest to the tenant. DeVore v. Lee, 158 Fla. 608, 30 So.2d 924 (1947); State Road Department v. White., 148 So.2d 32 (Fla. 2d DCA 1962), cert. dismissed, 161 So.2d 828 (Fla. 1964). The rights of use transferred include all parts of the premises that are "reasonably essential to the enjoyment of the leased premises... unless specifically reserved." S.S. Jacobs Co. v. Weyrick, 164 So.2d 246 (Fla. 1st DCA 1964).[2] The tenant becomes an owner "in the constitutional sense". White, supra, 148 So.2d at 34. When tenants request service, they consent to Storer's presence during their tenancy. Cf. Groh v. Hasencamp, 407 So.2d 949, 952 (Fla. 3d DCA 1981), pet.denied 415 So.2d 1360 (Fla. 1982); Florida v. Petruzzelli, 374 So.2d 13, 15 (Fla. 1979) (Occupant of dwelling grants utility company an easement for reading or repair of meter). Summerwinds has only a reversionary interest in the property. This "estate"

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2 Summerwinds has not attached or pled a single lease that would show that it has specifically reserved the rights of possession or use of any common areas, portions of structure in which the requesting tenants are housed, or any area which Storer may need to walk upon or traverse in order to respond to tenant requests. Summerwinds rests its entire case on the applicability of Loretto.

remains limited until the expiration of the tenancy of those occupants who request service. Gray v. Callahan, 143 Fla. 673, 197 So. 396 (1940).

Tenants may make any changes in the property which are capable of correction at the end of their tenancy. Blow v. Colonial Oil Co., 225 So.2d 167 (Fla. 1st DCA 1969). In Blow the tenant's regrading of the property to match an alteration in adjoining land was held to be within his prerogative. Thus, temporary attachments connecting a requesting tenant to cable in public rights-of-way are within the possessory rights of the tenant.[3] Storer has authority to use easements and easements are already required by Dade County's Subdivision Platting Ordinance for television signal service.

Until discovery of proposed design demonstrates that an installation is not within the possessory and use privileges of a particular tenancy, the landlord has no property rights to be invaded or taken. See, Pearlstine v. United States, 469 F.Supp. 1044, 1047 (E.D.Pa. 1979). On its face, the statute gives a tenant his existing rights of use in a framework which forbids

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3 CATV rights and obligations are triggered by tenant demand --thus "dependent" thereon. The New York statute created truly "independent" rights of crossover installation. This made CATV a true "stranger" while Storer is an invitee of tenants. Post v. Lunney, 261 So.2d 146 (Fla. 1972). Storer is not a trespasser whom Summerwinds has a right to exclude. Cf., Zipkin v. Rubin Construction Co., 418 So.2d 1040 (Fla. 4th DCA 1982). See also, Restatement of Torts, Second, Sections 157, et seq; 167, et seq; Restatement of Property, Second, Section 12.2.

landlords from interfering with such rights by unilaterally imposing surcharges that exceed those charges customarily made in the neighborhood for single-family homes.

In contrast, the New York statute in Loretto did not even "purport to give the tenant any enforceable property rights with respect to CATV installation...." 102 S.Ct. at 3178. Lacking any connection between the tenant and the installations, or any codification of the tenants' interests in the property, the Supreme Court declined to venture any opinion on the state of the pre-existing law of New York. Id.

The United States Supreme Court has more recently considered a statute which does "purport to give the tenant ... enforceable property rights...". Shortly before enacting the statute herein considered, the Florida Legislature passed Section 718.1232, Fla.Stat. (1981):

> No resident of any condominium dwelling unit, whether tenant or owner, shall be denied access to any available franchised or licensed cable television service, nor shall such resident or cable television service be required to pay anything of value in order to obtain or provide such service except those charges normally paid for like services by residents of, or providers of such services to, single-family homes within the same franchised or licensed area and except for installation charges as such charges may be agreed to between such resident and the provider of such services.

This statute was challenged in Wynmoor Limited Partnership v. Coconut Creek Cable T.V., Inc., Case No. 81-145304 CL (17th Jud. Cir., July 9, 1982), aff'd., 434 So.2d 903 (Fla. 4th DCA 1982), pet.dismissed, 436 So.2d 101 (Fla. 1983), rev.

dismissed, ___ U.S. ___, 79 L.Ed.2d 158, 104 S.Ct. 690 (1984). In that case, a condominium developer claimed title to all roadways, undeveloped land, and unsold units within the development. The exclusive CATV franchisee in that area sought access pursuant to Section 718.1232, Fla.Stat. (1981) and the developer denied that access. The cable television company sought declaratory relief and an injunction against further interference. The developer defended by challenging the constitutionality of that statute, relying upon Loretto. The trial judge rendered judgment in favor of the cable television company. Opinion attached hereto as Appendix C. That judge specifically held Loretto to be inapposite since the areas to be traversed for the purpose of providing service to the residents "exist for the use and benefit of the Wynmoor Condominium unit owners and residents, and those who service them...." App. C at 5. The Fourth District Court of Appeal affirmed per curiam without opinion. A Petition for Review in this Honorable Court was dismissed. The developer thereafter sought review in the United States Supreme Court. Jurisdiction was urged under 28 U.S.C. § 1257(2) and Loretto. However, the appeal was dismissed for lack of a substantial federal question -- a determination on the merits which binds lower courts. Hicks v. Miranda, 422 U.S. 332, 344-345 (1975). The Wynmoor dismissal supports reversal of the Third District rulings here under review.

Just as the installations are linked to tenant demand, the duration of CATV attachments is linked to term of the tenancy. Only tenancies of one year or more are within the scope

of Section 83.66. Removal by the CATV company is clearly anticipated, since Section 83.66(5) provides for payment of damages occasioned by removal.

Moreover, the landlord has the right to review and approve plans for installation:

> (2) In determining whether to permit cable television service to a rental unit or complex, a landlord shall be authorized;
> (a) To require that the cable television company submit to the landlord for approval detailed plans, specifications, and schematics for the proposed installation.
> (b) To require that the installation of the cable be in harmony with the existing character of the complex and designed to maintain the aesthetic features of the site.

Section 83.66(2), Fla.Stat. (1982).

If a CATV company fails to install as planned in conjunction with the landlord, the landlord may demand immediate removal:[4]

> (6) In the event a cable television company which has been authorized to provide services to a rental unit or complex fails to substantially comply with the plans, specifications, and requirements as agreed upon with the landlord, the landlord shall be authorized to require the immediate removal of all cable equipment. Failure to remove the equipment within a reasonable time period shall make the cable television company liable pursuant to the provisions of s. 810.08.

Sec. 83.66(6), Fla.Stat. (1982).

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[4] In fairness to the tenants, this is properly construed to allow the landlord to restrict installation to easements and most easily removable fixtures. It is doubtful that the legislature intended to grant landlords a veto right as to CATV installations that are temporary in nature and located entirely within a particular unit.

B. IF A PARTICULAR TENANT'S USE OF CATV AMOUNTS TO WASTE, PAYMENT FOR SUCH PROPERTY DAMAGE TO THE LANDLORD'S REVERSIONARY INTEREST IS MANDATED BY SECTION 83.66(5).

In Florida only waste or illegal uses exceed a tenant's rights. 34 Fla. Jur. 2d, Landlord and Tenant, Section 52. No such reference to the law of waste appears in Loretto. Only if a tenant makes material changes that result in alteration in the nature or character of the building, can a landlord recover damages for injury to his reversionary interest. Stephenson v. National Bank of Winter Haven, 92 Fla. 347, 109 So. 424 (1926) (Tenant enjoined from opening up exterior walls to construct "arcade" in demised premises). If a tenant's requested CATV service exceeds the privileges of his tenancy, or restoration to former condition becomes impossible, then waste is a contingent possibility[5] --but the payment of damages for such waste is statutorily shifted from the tenant to the cable television company. Section 83.66(5), Fla. Stat. (1982) provides that the CATV company "shall be responsible for ... property damage ... incurred by the landlord during the installation, repair or removal of the cable."

Thus, when Section 83.66(5), Fla. Stat. (1982) is superimposed upon the law of waste, the law provides a workable and fair system of compensation should damage to reversionary interests occur. S.S. Jacobs Co. v. Weyrick, 164 So.2d 246 (Fla.

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5 By erroneously rendering judgment on the pleadings, the trial judge never reached factual issues associated with proposed design. The equipment or installations with which Storer would serve requesting tenants remain unknown, as do terms of leases which could specifically relate to CATV service.

1st DCA 1964); Gray, supra; Blow v. Colonial Oil Co., 225 So.2d 167 (Fla. 1st DCA 1969). Section 83.66(1) proscribes only windfall surcharges for multi-unit buildings.

The Dade County ordinance merely adds the further procedural requirement of prior approval for such payment. It does not purport to require installation without fees, for it clearly provides:

> No property owner... shall charge any fees for the installation and service of a CATV system without prior approval by the county manager.

In other respects, the ordinance codifies law to the same extent as the statute, for it ties installation to a requesting tenant occupying a unit:

> No property owner...can deny any individual who occupies said property the right to have installed a system and have it serviced by a licensee.

The ordinance does not purport to preclude an action for waste, the removal of fixtures at the end of a tenancy, or imposition of fees -- as approved by the county manager.[6]

A similar case is Princeton Cablevision, Inc. v. Union Valley Corp., Docket No. D-356-83 (Sup.Ct.N.J., Dec. 29, 1983) (attached hereto as Appendix D). A New Jersey statute provided similar rights of access but prohibited surcharges:

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6 Approval of fees by the County Manager is permitted and limited by 83.66(1), Fla.Stat., which excepts from prohibition those charges "normally paid by ... residents of single-family homes."

> No owner of a dwelling or his agent shall forbid or prevent any tenant of such dwelling from receiving cable television service, nor demand or accept payment in any form as a condition of permitting the installation of such service in the dwelling or portion thereof occupied by such tenant as his place of residence, nor shall discriminate in rental charges or otherwise against any such tenant receiving cable television service; provided, however, that such owner or his agent may require that the installation of cable television facilities conform to all reasonable conditions necessary to protect the safety and well-being of other tenants; and further provided, that a cable television company installing any such facilities for the benefit of a tenant in any dwelling shall agree to indemnify the owner thereof for any damage caused by the installation, operation and removal of such facilities and for any liability which may arise out of such installation, operation or removal.

NJSA 4B:5A-49 (1972). In ruling on a challenge to this statute's constitutionality based upon Loretto, the New Jersey court declared:

> It is the court's duty to uphold the validity of a statutory provision if invalidation can be avoided. And, if it is necessary to engage in "judicial surgery" to save an ailing enactment, and if it appears that the legislature would have wanted the statute to survive, it is the court's duty to operate. Callen v. Sherman's, Inc., 93 N.J. 114 (1983); Right to Choose v. Byrne, 91 N.J. 287 (1982). The surgery can take the form of excision of an offending provision or supplying a constitutionally required one. There is nothing novel about engrafting a requirement of just compensation onto a statute that authorizes what amounts to a taking. Lomarch Corp. v. Mayor of Englewood, 51 N.J. 108 (1968).
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> * * *

> A generous reading...would include an obligation to pay damages for the taking of the owner's property. Such a reading is necessary to save Section 49 from invalidation and will therefore be made.

Princeton Cable, Inc., supra.

Summerwinds does not challenge procedures for payment or the mandate to treat multi-unit tenants the same as single-family unit tenants. Summerwinds simply has closed its eyes to the availability of payment for damages and the Third District seems to have followed suit. Neither the ordinance nor the statute is unconstitutional on its face, for no infirmity can be found to inhere in the very body of the act. 10 Fla.Jur.2d, Constitutional Law, Section 78; Hanson v. State, 56 So.2d 129 (Fla. 1952); Bonvento v. Board of Public Instruction, 194 So.2d 605 (Fla. 1967).

C. CONSTITUTIONAL ISSUES WERE PREMATURE, SINCE OTHER GROUNDS OF DISPOSITION MAY EXIST.

This Court has said that it will not rule on a question of constitutionality of a statute if the case may be disposed of on another ground. Peters v. Brown, 55 So.2d 334, 335 (Fla. 1951). Such other grounds may well exist here, since the access guaranteed may be of many types -- as indeed the proposed "installation" and "maintenance" may also be.

Access is necessary to screen tenant demand, then to locate and mark existing easements and fixtures which may be used to furnish CATV service. Based on these surveys, design for the complex may be submitted to the complex owner for approval. Units

not contiguous to in-place cable or easements may be serviceable by temporary connections, removable at the end of the tenancy. Storer was denied access for survey or design purposes. (R. 47). It is clearly premature to anticipate permanence before design has even begun. See, Pruneyard Shopping Center v. Robbins, 447 U.S. 74, 64 L.Ed.2d 741, 100 S.Ct. 2035 (1980) (temporary access for the exercise of free speech and petition held constitutional).[7]

Moreover, permanent physical occupation is unlikely in light of other enactments which affect the parties' rights, and which should be considered in passing upon the claim of unconstitutional infirmity. Florida Jai Alai, Inc. v. Lake Howell Water & Reclamation District, 274 So.2d 522, 524-525 (Fla. 1973); Orr v. Quigg, 135 Fla. 653, 185 So. 726 (1938). Reference to these shows:

(1) Storer has the right to use easements and rights-of-way (Resolutions 814-78 and 527-79, attached hereto as Appendix E; and Section 8A-126, 127, Code of Metropolitan Dade County, attached hereto as Appendix F);

(2) Summerwinds must comply with all applicable building, housing and health codes (Section 83.51(1)(a), Fla.Stat. (1973));

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7 The balancing test applied to determine whether a compensable taking has occurred where there is no permanent physical occupation was, of course, not applied below. The application of such a test requires discovery and fact-finding prematurely foreclosed in the lower courts. Nor has Summerwinds contended that the constitutional infirmities of these laws lie in their impact rather than in their terms.

(3) All subdivision developers must declare and provide easements for utility purposes, including the installation of cable for television signal transmission (Code of Metropolitan Dade County Sections 28-1, 28-15, attached hereto as Appendix G);

(4) Cables must be installed in underground easements, if possible. (Sec. 8A-134, Code of Metropolitan Dade County, attached hereto as Appendix H).

These enactments restrict the scope of potential operation by Storer and the property rights of Summerwinds. For aught that appears in the pleadings, all tenants desiring CATV may be accessible through easements which Storer is entitled to use, and to which Summerwinds' interest is "clearly inferior." Owen v. Yount, 198 So.2d 360, 362 (Fla. 2d DCA 1967).

In contrast, the New York statute was challenged after installation was complete and facts of the "taking" were documented. See discussion supra, at 1-2. A reversal and remand to allow design to proceed could preclude constitutional inquiry. Peters, supra.

D. THE STATUTE ANALYZED IN LORETTO WAS A STATUTE REQUIRING PERMANENT PHYSICAL OCCUPATION AND IS INAPPOSITE TO FLORIDA'S ENACTMENTS WHICH ARE USE-REGULATORY.

The Loretto case was a challenge to the New York statute which required landlords to allow cable television companies to install fixtures on residential rental property. 102 S.Ct. at 3170. Installations could be used to create a "highway" of cable bypassing the particular complex ("crossover"), or they

could be used to service tenants on that property ("non-crossover"). 102 S.Ct. at 3169.[8] Loretto contended the installation on her building, initially crossover only, was a compensable taking under the Fifth and Fourteenth Amendments of the Constitution. She demanded damages and injunctive relief. The trial court upheld the statute, and the Appellate Division affirmed. The Court of Appeals also upheld the statute, but ruled that compensation was allowable only for non-crossover installations, and that compensation was not permitted for crossover installations. Nevertheless, it held that the statute did not work a taking, and that the statute was within the State's police power.

In analyzing whether there had been a "taking", the United States Supreme Court distinguished statutes requiring permanent physical occupation from those restricting the use of property. The physical occupation of the roof of the building by the original crossover installation coupled with the fact that the installation was to remain as long as the property was residential constituted a permanent physical occupation requiring compensation. The statute was not stricken, but the cause was remanded to determine compensation due. 102 S.Ct. at 3179.

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The New York law stated:

> No landlord shall...interfere with the installation of cable television facilities upon his property or premises....

N.Y. Exec. Law Sec. 828(1)(a) (McKinney Supp. 1982).

Section 83.66, Fla.Stat. (1982), regulates use of the property -- the landlord must either provide comparable television signal service or allow franchisees to provide it on request. It is therefore in the class of statutes which do not require permanent physical occupation, and about which the Loretto Court said:

> This Court has consistently affirmed that States have broad power to regulate housing conditions in general and the landlord tenant relationship in particular without paying compensation for all economic injuries that such regulation entails. ...[O]ur holding today in no way alters the analysis governing the State's power to require landlords to comply with building codes and provide utility connections, mailboxes, smoke detectors, fire extinguishers, and the like in the common area of a building. We do not...question the equally substantial authority upholding a State's broad power to impose appropriate restrictions upon an owner's use of his property.

102 S.Ct. at 3178-3179.

If the New York statute had required the landlord to provide CATV service, the Court acknowledged that a different question would have been presented. Id. The Florida statute presents that difference. See Queenside Hills Realty Co. v. Saxl, 328 U.S. 80 90 L.Ed. 109 6, 66 S.Ct. 850 (1946) (law requiring sprinkler systems in existing buildings upheld as exercise of police power despite effect on property rights); Health Department v. Rector of Trinity Church, 145 N.Y. 32, 39 N.E. 833 (1895) (requirement that landlord install or provide

plumbing fixtures). See also, Taking Clause v. Technology: Loretto v. Teleprompter Manhattan CATV, A Victory for Tradition, 38 U.M.L.Rev. 165, 181-184 (Nov. 1983).

The Supreme Court placed its imprimatur on the rights of access provided by the New York Statute:

> The Court of Appeals determined that Section 828 serves the legitimate public purpose of 'rapid development of and maximum penetration by a means of communication which has important education and community aspects,' (cites omitted) and this is within the State's police power. We have no reason to question that determination. It is a separate question, however, whether an otherwise valid regulation so frustrates property rights that compensation must be paid.

102. S.Ct. at 3170-3171.[9]

The Supreme Court remanded Loretto for a determination of damages. Loretto supports remand to authorize Storer's entry to design the requested service and to determine thereafter whether Summerwinds' interests have been damaged so that payment is due under 83.66(5), as measured and guaranteed by 83.66(1), Fla.Stat., and the common law of waste.

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9 Summerwinds has not questioned the validity of the Florida statute in serving a similar purpose. Yet, holding the statute unconstitutional before any proposed service is designed or any facts have been determined clearly frustrates the First Amendment rights of tenants and CATV companies: the associational rights of the tenants, its invitees and guests; and the tenants' and CATV company's freedoms of speech and press. See Virginia State Board of Pharmacy v. Virginia Citizens Consumer Council, 425 U.S. 748, 96 S.Ct. 1817, 48 L.Ed.2d 346 (1976) (First Amendment includes the right to receive information and ideas); Basiardanes v. Galveston, 682 F.2d 1203, 1211 (5th Cir. 1982) (First Amendment protects right to hear as well as to speak); Zamora v. Columbia Broadcasting System, 480 F.Supp. 199, 205 (S.D. Fla. 1979) (Television's freedom is guaranteed by First Amendment).

CONCLUSION

For the reasons set forth above, the Appellant respectfully submits that the decision of the lower court should be reversed.

Respectfully submitted,

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By: Louise H. McMurray
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CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was mailed this 4th day of September, 1984 to: ALAN T. DIMOND, ESQ., Greenberg, Traurig, Askew, Hoffman, Lipoff & Quentelk, 1401 Brickell Avenue, PH-1, Miami, Florida 33131.

By: Louise H. McMurray
LOUISE H. McMURRAY