

THIRD AMENDMENT TO SETTLEMENT AGREEMENT

THIS THIRD AMENDMENT to Settlement Agreement ("Third Amendment") is entered into by and among (i) Flordade, LLC, a Florida limited liability company ("Flordade"), (ii) 107 Avenue Doral Properties, LLC ("107 Avenue"), and (iii) the City of Doral, a Florida municipal corporation (the "City").

WHEREAS, the subject property of the Agreement as amended by this Third Amendment is legally described in the attached Exhibit "A" (the "Property");

WHEREAS, a Settlement Agreement, dated as of June 12, 2005, was entered into by the City and the then owners of that certain +/-465 acre parcel of land located in Section 8, Township 53 South, Range 40 East in the City of Doral, Florida to address the concerns of the City with respect to the development of the subject property of said Settlement Agreement, and which was amended by that certain Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06, and by that certain Second Amendment to Settlement Agreement, recorded in Official Records Book 26842 at Page 4067 of the Public Records of Miami-Dade County, Florida (collectively, the "Agreement" and attached hereto as Exhibit "B");

WHEREAS, the Agreement was entered into by the parties to assure the City of performance of certain obligations and the commitment to certain restrictions on the Property, including infrastructure improvements, as a settlement to litigation proceedings between the parties;

WHEREAS, over time, the subject property of the Agreement has been divided into smaller parcels and conveyed to various owners;

WHEREAS, Atlas I transferred its interest in certain portions of the Property to Century Grand I, LLLP, a Florida limited liability limited partnership ("Century Grand");

WHEREAS, Century Grand subsequently transferred its interest in the Property to Flordade;

WHEREAS, Atlas I transferred its interest in certain portions of the Property to 107 Avenue;

WHEREAS, Atlas II transferred its interest in the Property to Atlas I and Atlas Property III, LLC, a Delaware limited liability company ("Atlas III");

WHEREAS, Atlas II and Atlas III transferred their interest in the Property to FDG Beacon Commons, LLC, a Delaware limited liability company;

WHEREAS, FDG Beacon Commons, LLC, subsequently changed its entity name to FDG Doral Commons, a Delaware limited liability company ("FDG");

WHEREAS, FDG transferred their interest in the Property to Terra Doral Commons, LLC, a Florida limited liability company ("Terra");

WHEREAS, the obligations and restrictions of the Agreement that applied to that certain +/-83 acre portion of the Property owned by Terra have been satisfied and the Agreement was partially released by the City pursuant to that certain Partial Release of Settlement Agreement recorded in Official Records Book 28316 at Page 1060 of the Public Records of Miami-Dade County, Florida;

WHEREAS, Terra is no longer a party to the Agreement;

WHEREAS, the parties wish to amend the Agreement in accordance with the terms and conditions as set forth below:

FROM:

"6. Maximum Residential Density within the TND and the Section 8 Residential Lands. Notwithstanding the approval of the Zoning Application, the CDMP Application, or future applications, Atlas I, Century Grand and FDG agree that the maximum number of dwelling units within the Section 8 Residential Lands shall not exceed a total density (as defined in the Land Use Element of the CDMP) of four thousand one hundred seventy five (4,175) dwelling units. An additional two hundred eight two (282) dwelling units may be developed as part of a mixed use project within Tract D or Tract E owned by FDG, as such tracts are described in the CDMP Application. Further, the maximum gross residential density, as defined in the Land Use Element of the CDMP, on the TND Property shall not exceed two thousand four hundred fifty four (2,454) dwelling units. In addition, Atlas I agrees that it shall set aside sufficient land within the Section 8 Residential Lands Property to permit the future development of a minimum of three hundred and eighty four (384) detached single family homes on lots with at least 5,000 square feet of area and four hundred and forty (440) platted, fee simple townhomes. Lastly, Atlas I agrees not to develop any more than one thousand two hundred and sixty (1260) multi-family units within the Property, excluding the TND Property, and that only fifty percent (50%) of said multi-family units may be designed and offered by Atlas I as rental units."

TO:

"6. Maximum Residential Density within the TND and the Section 8 Residential Lands. Notwithstanding the approval of the Zoning Application, the CDMP Application, or future applications, Flordade and 107 Avenue agree that the maximum number of dwelling units within the Section 8 Residential Lands shall not exceed a total density (as defined in the Land Use Element of the CDMP) of four thousand one hundred seventy five (4,175) dwelling units. Further, the maximum gross residential density, as defined in the Land Use Element of the CDMP, on the TND Property shall not exceed three thousand six hundred thirty four (3,634) dwelling units. In addition, Flordade agrees that it shall set aside sufficient land within the Section 8 Residential Lands Property to permit the future development of a minimum of (i) three hundred and eighty four (384) detached single family homes on lots with an average size of 5,000 square feet of area, including a minimum of sixty (60) units within that portion of the Property known as the Grand Bay South Planned Unit Development, and (ii) four hundred forty (440) platted, fee simple

townhomes. Lastly, no more than fifty percent (50%) of the multi-family units within the Section 8 Residential Lands may be designed and offered as rental units."

NOW, THEREFORE, for and in consideration of the premises hereof and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference. All capitalized terms used in this Third Amendment without separate definition shall have the same meanings assigned to them in the Agreement.

2. Section 6 of the Agreement is hereby amended effective as of the date hereof and shall hereinafter read as follows:

"6. Maximum Residential Density within the TND and the Section 8 Residential Lands. Notwithstanding the approval of the Zoning Application, the CDMP Application, or future applications, Flordade and 107 Avenue agree that the maximum number of dwelling units within the Section 8 Residential Lands shall not exceed a total density (as defined in the Land Use Element of the CDMP) of four thousand one hundred seventy five (4,175) dwelling units. Further, the maximum gross residential density, as defined in the Land Use Element of the CDMP, on the TND Property shall not exceed three thousand six hundred thirty four (3,634) dwelling units. In addition, Flordade agrees that it shall set aside sufficient land within the Section 8 Residential Lands Property to permit the future development of a minimum of (i) three hundred and eighty four (384) detached single family homes on lots with an average size of 5,000 square feet of area, including a minimum of sixty (60) units within that portion of the Property known as the Grand Bay South Planned Unit Development, and (ii) four hundred forty (440) platted, fee simple townhomes. Lastly, no more than fifty percent (50%) of the multi-family units within the Section 8 Residential Lands may be designed and offered as rental units."

3. Except as specifically modified in this Third Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the terms of this Third Amendment and the terms of the Agreement, then the terms of this Third Amendment shall control. This Third Amendment shall be construed and enforced in accordance with the laws of the State of Florida and shall be binding upon the heirs, successors and assigns of the parties hereto.

4. This Third Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts will constitute one Third Amendment. The signature of any party to any counterpart may be appended to any other counterpart.

5. This Third Amendment shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of Flordade.

[Signature Pages Follow]

Exhibit A**LEGAL DESCRIPTION DORAL BREEZE/ISLES AT GRAND BAY:**

All of DORAL BREEZE, according to the plat thereof, as recorded in Plat Book 169 at Page 48 of the Public Records of Miami-Dade County, Florida.

And

All of ISLES AT GRAND BAY, according to the plat thereof, as recorded in Plat Book 169 at Page 73 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:**LEGAL DESCRIPTION GRAND BAY SOUTH:**

A portion of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence N89deg39min28secE, along the North Line of said Section 8, for a distance of 40.01 feet; thence S01deg43min29secE for a distance of 240.07 feet; thence N89deg39min28secE for a distance of 310.09 feet; thence S01deg43min29secE along the West Line of a 170.00 feet Wide Florida Power and Light Easement, as described in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida for a distance of 1348.81 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence N88deg16min31secE for a distance of 994.69 feet; thence N01deg42min31secW for a distance of 141.56 feet; thence N88deg17min29secE for a distance of 926.97 feet; thence N88deg15min36secE for a distance of 384.09 feet; thence S01deg44min24secE for a distance of 3156.70 feet; thence S89deg39min25secW, along a line that is parallel with and 730.00 feet North of the South line of Section 8, for a distance of 2307.30 feet; thence N01deg43min29secW, along the West Line of a 170.00 feet wide Florida Power and Light Easement as recorded in Official Records Book 6142, at Page 326, of the Public Records of Miami-Dade County, Florida for a distance of 608.96 feet to a point of curvature of a circular curve to the right, concave to the Southeast; thence Northerly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'07" for an arc distance of 5.04 feet; thence S88deg16min17secW, for a distance of 310.55 feet; thence N01deg43min29secW, along a line 40.00 feet East of and parallel with the West line of the Southwest 1/4 of said Section 8, for a distance of 60.00 feet; thence N88deg16min17secE for a distance of 310.55 feet to its intersection with the arc of a circular curve to the right, concave to the Northeast, a radial line from said point bears N75deg42min56secE; thence Northerly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'35" for an arc distance of 5.04 feet to a point of tangency; thence N01deg43min29secW, along the West line of said 170 feet wide Florida Power and Light Easement, for a distance of 1208.64 feet; thence S88deg16min31secW for a distance of 310.00 feet; thence N01deg43min29secW, along a line 40.00 feet East of and parallel with the West line of said Section 8, for a distance of 60.00 feet; thence N88deg16min31secE for a distance of 310.00 feet; thence N01deg43min29secW, along the West line of said 170 feet wide Florida Power and Light Easement, for a distance of 1012.05 feet to the POINT OF BEGINNING.

Containing 7,112,394.37 Square Feet or 163.28 Acres more or less.

TOGETHER WITH:**LEGAL DESCRIPTION GRAND BAY NORTH:**

A portion of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence N89deg39min28secE, along the North Line of said Section 8, for a distance of 40.01 feet; thence S01deg43min29secE for a distance of 93.28 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01deg43min29secE, along the last described line for a distance of 146.79 feet; thence N89deg39min28secE for a distance of 310.09 feet; thence S01deg43min29secE along the West Line of a 170.00 feet Wide Florida Power and Light Easement, as described in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida for a distance of 379.33 feet; thence S88deg16min31secW for a distance of 310.00 feet; thence S01deg43min29secE, along a line 40.00 feet East of and parallel with the West Line of said Section 8, for a distance of 60.00 feet; thence N88deg16min31secE for a distance of 310.00 feet; thence S01deg43min29secE along said West line of Florida Power and Light Easement for a distance of 909.48 feet; thence N88deg16min31secE for a distance of 994.69 feet; thence N01deg42min31secW for a distance of 141.56 feet; thence N88deg17min29secE for a distance of 926.97 feet; thence N88deg15min36secE for a distance of 384.09 feet; thence N01deg44min24secW for a distance of 172.21 feet; thence S89deg39min25secW for a distance of 60.02 feet; thence N01deg44min24secW for a distance of 1152.28 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northerly, Northwesterly and Westerly along the arc of said curve, having for its elements a radius of 28.00 feet, through a central angle of 88°36'08" for an arc distance of 43.30 feet to a point of tangency; thence S89deg39min28secW, along a line 40.00 feet South of and parallel with the North Line of said Section 8, for a distance of 2475.58 feet to a point of curvature of a circular curve to the left, concave to the Southeast; thence Westerly, Southwesterly and Southerly along the arc of said curve, having for its elements a radius of 52.00 feet, through a central angle of 91°22'57" for an arc distance of 82.94 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

The East 400.00 feet of the West 970.00 feet of the North 240.00 feet, and the East 450.00 feet of the West 970.00 feet of the South 250.00 feet of the North 490.00 feet of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida; less all right-of-way of record.

Containing 3,138,062.77 Square Feet or 72.04 Acres more or less.

TOGETHER WITH**LEGAL DESCRIPTION MIDTOWN DORAL:**

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence $S01^{\circ}43'29''E$, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence $N89^{\circ}39'28''E$ for a distance of 40.01 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue $N89^{\circ}39'28''E$ for a distance of 310.09 feet; thence $S01^{\circ}43'29''E$, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter refer to as Reference Point "A"; thence $S88^{\circ}16'31''W$ for a distance of 310.00 feet; thence $N01^{\circ}43'29''W$, along a line 40.00 feet East of and parallel with the said West Line of the Northwest 1/4 of said Section 8, for a distance of 386.81 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "A"; thence $S01^{\circ}43'29''E$, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue $S01^{\circ}43'29''E$, along the last described line for a distance of 508.24 feet to a point hereinafter refer to as Reference Point "B"; thence $S88^{\circ}16'31''W$ for a distance of 104.00 feet; thence $N01^{\circ}43'29''W$ for a distance of 100.00 feet; thence $S88^{\circ}16'31''W$ for a distance of 206.00 feet; thence $N01^{\circ}43'29''W$, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 408.24 feet; thence $N88^{\circ}16'31''E$ for a distance of 310.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "B"; thence $S01^{\circ}43'29''E$, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue $S01^{\circ}43'29''E$, along the last described line for a distance of 1363.29 feet to a point hereinafter refer to as Reference Point "C"; thence $S88^{\circ}16'31''W$ for a distance of 310.00 feet; thence $N01^{\circ}43'29''W$, along a line 40.00 feet East of and parallel with the West Line of the Southwest 1/4 of said Section 8, for a distance of 1258.97 feet; thence $N88^{\circ}16'31''E$ for a distance of 206.00 feet; thence $N01^{\circ}43'29''W$ for a distance of 104.32 feet; thence $N88^{\circ}16'31''E$ for a distance of 104.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "C"; thence $S01^{\circ}43'29''E$, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue $S01^{\circ}43'29''E$, along the last described line for a distance of 1208.64 feet to a point of curvature of a circular curve to the left, concave to the East; thence Southeasterly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of $12^{\circ}33'35''$ for

an arc distance of 5.04 feet; thence S88°16'17"W for a distance of 310.55 feet a point hereinafter refer to a Reference Point "D"; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 1213.66 feet; thence N88°16'31"E for a distance of 310.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "D"; thence S01°43'29"E, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01deg43min29secE, along the last described line for a distance of 315.20 feet; thence S03°11'19"E, along the Easterly Right-of-way Line of N.W. 107th Avenue as recorded in Official Records Book 24939, at Page 4001 of the Public Records of Miami-Dade County, Florida, for a distance of 291.54 feet; thence N89°39'25"E, along a line 730.00 feet North of and parallel with the South Line of the Southwest 1/4 of said Section 8, for a distance of 302.64 feet; thence N01°43'29"W, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 608.96 feet to a point of curvature of a circular curve to the right, concave to the East; thence Northeasterly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'07" for an arc of 5.04 feet; thence S88°16'17"W for a distance of 310.55 feet to the POINT OF BEGINNING.

AND:

A portion of the West 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01deg43min29secE, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 1096.08 feet; thence N88deg16min31secE for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N88deg16min31secE for a distance of 206.00 feet; thence S01deg43min29secE for a distance of 100.00 feet; thence N88deg16min31secE for a distance of 104.00 feet; thence S01deg43min29secE, along the West Line of a 170.00 foot F.P.L. Easement as recorded in Official Records Book 6142, Page 326, for a distance of 50.00 feet; thence S88deg16min31secW for a distance of 104.00 feet; thence S01deg43min29secE for a distance of 104.32 feet; thence S88deg16min31secW for a distance of 206.00 feet to a point on a line 40.00 feet East of and parallel with the West Line of said Section 8; thence N01deg43min29secW, along the last described line for a distance of 254.32 feet to the POINT OF BEGINNING.

TOGETHER WITH

LEGAL DESCRIPTION CITY PARK:

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

COMMENCE at the SE corner of said Section 8, Township 53 South, Range 40 East; thence S89°39'25"W along the South line of said Section 8 for a distance of 1080.49 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue S89°39'25"W along said line for a distance of 100.00 feet; thence N01°44'24"W for a distance of 610.00 feet; thence S89°39'25"W for a distance of 714.15 feet; thence N01°44'24"W for a distance of 610.00 feet; thence N89°39'25"E for a distance of 1008.87 feet; thence S01°44'24"E for a distance of 491.99 feet; thence S89°39'25"W for a distance of 194.72 feet; thence S01°44'24"E for a distance of 728.01 feet to the POINT OF BEGINNING.

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

COMMENCE at the SE corner of said Section 8, Township 53 South, Range 40 East; thence N01°44'25"W along the East line of said Section 8 for a distance of 728.01 feet to the POINT OF BEGINNING of the following described parcel of land; thence S89°39'25"W for a distance of 885.77 feet; thence N01°44'24"W for a distance of 491.99 feet; thence N89°39'25"E for a distance of 885.76 feet to a point on the East line of said Section 8; thence S01°44'25"E for a distance of 491.99 feet to the POINT OF BEGINNING.

Exhibit B

(Original Settlement Agreement, as Amended)

SECOND AMENDMENT TO SETTLEMENT AGREEMENT

THIS SECOND AMENDMENT to Settlement Agreement ("Second Amendment") is entered into by and among (i) Atlas Property I, LLC, a Florida limited liability company ("Atlas I"), (ii) FDG Beacon Commons, LLC, a Delaware limited liability company ("FDG"), (iii) Century Grand I, LLLP, a Florida limited liability limited partnership ("Century Grand"); and (iv) the City of Doral, a Florida municipal corporation (the "City").

WHEREAS, Atlas I, Atlas Property II, LLC, a Florida limited liability company ("Atlas II"), and the City entered into that certain Settlement Agreement, dated as of June 12, 2005, to address the concerns of the City with respect to the development of that certain parcel of land legally described in the attached Exhibit "A" (the "Property"), which was amended by that certain Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06, attached hereto as Exhibit "B" (collectively, the "Agreement");

WHEREAS, Atlas I transferred its interest in certain portions of the Property to Century Grand;

WHEREAS, Atlas II transferred its interest in certain portions of the Property to Atlas I and Atlas Property III, LLC, a Florida limited liability company ("Atlas III");

WHEREAS, Atlas II and Atlas III transferred their interest in certain portions of the Property to FDG; and

WHEREAS, the parties wish to amend the Agreement in accordance with the terms and conditions as set forth below.

NOW, THEREFORE, for and in consideration of the premises hereof and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference. All capitalized terms used in this Second Amendment without separate definition shall have the same meanings assigned to them in the Agreement.

2. Section 6 of the Agreement is hereby amended effective as of the date hereof as follows:

FROM:

"6. Maximum Residential Density within the TND and the Section 8 Residential Lands. Notwithstanding the approval of the Zoning Application, the CDMP Application, or future applications, Atlas I and Atlas II agree that the maximum number of dwelling units within the Section 8 Residential Lands shall not exceed a total density (as defined in the Land Use Element of the CDMP) of four thousand one hundred seventy five (4,175) dwelling units. An additional two hundred eight two (282) dwelling units may be developed as part of a mixed use

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project within Tract D or Tract E owned by Atlas II, as such tracts are described in the CDMP Application. Further, the maximum gross residential density, as defined in the Land Use Element of the CDMP, on the TND Property shall not exceed two thousand four hundred fifty four (2,454) dwelling units. In addition, Atlas I agrees that it shall set aside sufficient land within the Section 8 Residential Lands Property to permit the future development of a minimum of three hundred twenty two (322) detached single family homes on lots with at least 5,000 square feet of area and five hundred thirty four (534) platted, fee simple townhomes. Lastly, Atlas I agrees not to develop any more than one thousand one hundred twenty four (1124) multi-family units within the Property, excluding the TND Property, and that only fifty percent (50%) of said multi-family units may be designed and offered by Atlas I as rental units."

TO:

"6. Maximum Residential Density within the TND and the Section 8 Residential Lands. Notwithstanding the approval of the Zoning Application, the CDMP Application, or future applications, Atlas I, Century Grand and FDG agree that the maximum number of dwelling units within the Section 8 Residential Lands shall not exceed a total density (as defined in the Land Use Element of the CDMP) of four thousand one hundred seventy five (4,175) dwelling units. An additional two hundred eight two (282) dwelling units may be developed as part of a mixed use project within Tract D or Tract E owned by FDG, as such tracts are described in the CDMP Application. Further, the maximum gross residential density, as defined in the Land Use Element of the CDMP, on the TND Property shall not exceed two thousand four hundred fifty four (2,454) dwelling units. In addition, Atlas I agrees that it shall set aside sufficient land within the Section 8 Residential Lands Property to permit the future development of a minimum of three hundred and eighty four (384) detached single family homes on lots with at least 5,000 square feet of area and four hundred and forty (440) platted, fee simple townhomes. Lastly, Atlas I agrees not to develop any more than one thousand two hundred and sixty (1260) multi-family units within the Property, excluding the TND Property, and that only fifty percent (50%) of said multi-family units may be designed and offered by Atlas I as rental units."

3. Except as specifically modified in this Second Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the terms of this Second Amendment and the terms of the Agreement, then the terms of this Second Amendment shall control. This Second Amendment shall be construed and enforced in accordance with the laws of the State of Florida and shall be binding upon the heirs, successors and assigns of the parties hereto.

4. This Second Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts will constitute one Second Amendment. To facilitate execution and delivery of this Second Amendment, the parties may execute and exchange counterparts of the signature page by fax. The signature of any party to any counterpart may be appended to any other counterpart.

ATLAS PROPERTY I, LLC,
a Florida limited liability company

By: _____

Its: MANAGER

STATE OF Florida)

COUNTY OF Miami-Dade)

SS:

The foregoing instrument was acknowledged before me this 23 day of January, 2008 by Sergio Piro as manager of Atlas Property I, LLC, a Florida limited liability company, on behalf of the company. He/she personally appeared before me, is personally known to me, or has produced _____ as identification

[NOTARIAL SEAL]



Notary: _____

Print Name: Sary Far

Notary Public, State of Florida

My Commission Expires: 01/19/2012

FDG BEACON COMMONS, LLC,
a Delaware limited liability company

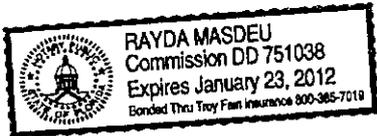
By: [Signature]
Its: V.P.

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 9th day of May, 2008 by Jose Hevia as Vice President of FDG Beacon Commons, LLC, a Delaware limited liability company, on behalf of the company. He personally appeared before me, is personally known to me, or has produced _____ as identification

[NOTARIAL SEAL]

Notary: [Signature]
Print Name: Rayda Masdeu
Notary Public, State of Florida
My Commission Expires: 1/23/12



CENTURY GRAND I, LLLP,
a Florida limited liability limited partnership

By: _____

Its: M. SINGER

STATE OF Florida)
)
COUNTY OF Miami-Dade)

SS:

The foregoing instrument was acknowledged before me this 23 day of January, 2008 by Sergio Pino as manager of Century Grand I, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He/she personally appeared before me, is personally known to me, or has produced _____ as identification

[NOTARIAL SEAL]

Notary: _____

Print Name: Sary Far

Notary Public, State of Florida

My Commission Expires: 01/19/12



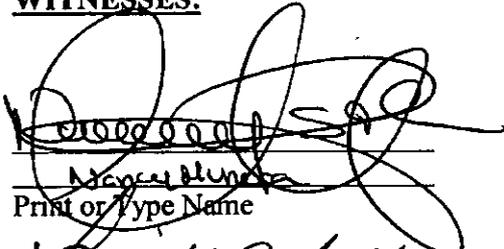
5039425_v1

JOINDER BY MORTGAGEE

The undersigned, Ocean Bank, a Florida banking corporation, and Mortgagee under that certain Mortgage from Century Grand I, LLLP, a Florida limited liability limited partnership, recorded in Official Records Book 24283, Page 1471 in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement, does hereby consent to the execution of this Agreement by Century Grand I, LLLP and agrees that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Agreement shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS WHEREOF, these presents have been executed this 26th day of August, 2008.

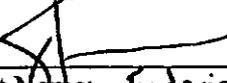
WITNESSES:



Nancy Blunck
Print or Type Name


Lisette Podetti
Print or Type Name

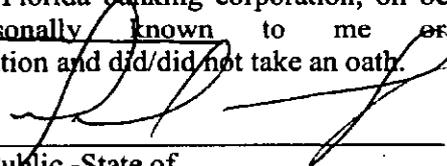
OCEAN BANK, a Florida banking corporation

By: 

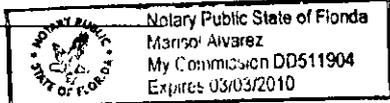
Print Name: Federico Turnemann
Title: S.U.P. (Senior Vice-President)
Address: _____

STATE OF FLORIDA)
) SS
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 26th day of August, 2008 by Federico Turnemann, as Senior Vice President of Ocean Bank, a Florida banking corporation, on behalf of said corporation. S/He is personally known to me or has produced _____, as identification and did/did not take an oath.



Notary Public -State of _____
Print Name _____
My Commission Expires: _____



JOINDER BY MORTGAGEE

The undersigned, Wachovia Bank, a national banking association, as Assignee and Mortgagee under that certain Mortgage from Atlas Property I, LLC, a Florida limited liability company, recorded in Official Records Book 22878, Page 4330 in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Agreement, does hereby consent to the execution of this Agreement by Atlas Property I, LLC and agrees that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Agreement shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS WHEREOF, these presents have been executed this 2 day of September, 2008.

WITNESSES:

[Signature]
ADRIAN AIZENSTAT
Print or Type Name

[Signature]
Paula Musso
Print or Type Name

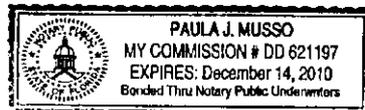
WACHOVIA BANK, a national banking association

By: [Signature]
Print Name: PHILIP LYEW
Title: DIRECTOR
Address: 1 EAST BROWARD BLVD
3rd Floor
FT. LAUDERDALE, FL 33073.

STATE OF FLORIDA)
) SS
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 2nd day of September, 2008 by Philip Lyew, as Director of WACHOVIA BANK, a national banking association, on behalf of said association. S/He is personally known to me or has produced _____, as identification and did/did not take an oath.

[Signature]
Notary Public -State of Florida
Print Name Paula J musso
My Commission Expires:



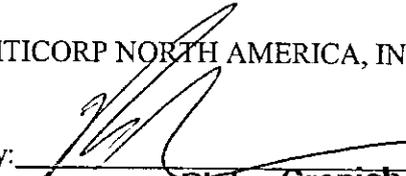
JOINDER AND CONSENT OF MORTGAGEE
(Beacon Commons)

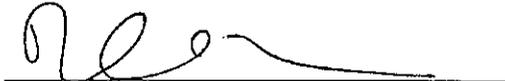
CITICORP NORTH AMERICA, INC., as Administrative Agent and Collateral Agent being the holder of that certain Mortgage, Assignment of Leases and Rents Security Agreement and Fixture Filing executed by Sevilla Ltd, a Florida limited partnership, among other parties, recorded on December 4, 2007 in Official Records Book 26084, Page 2979, as modified by Mortgage Modification and Spreader Agreement recorded on January 8, 2008 in Official Records Book 26149, Page 4543, hereby consents to and subordinates its mortgage to the foregoing Second Amendment to Settlement Agreement.

WITNESSES:

CITICORP NORTH AMERICA, INC.

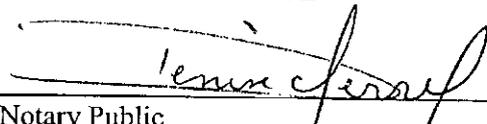

Print Name: James Granello

By: 
Name: Blake Gronich
Title: Vice President


Print Name: Diana Conten

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 7 day of April, 2009, by Blake Gronich, as Vice President of CITICORP NORTH AMERICA, INC., on behalf of the corporation. (H)she is personally appeared before me and executed this instrument and is personally known to me or has produced _____ as identification.


Notary Public
Print Name: _____

My commission expires:

DENISE C. PERRY
Notary Public, State of New York
No. 01PE6045304
Qualified in Nassau County
Certificate filed in New York County
Commission Expires 07/31/2010

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	RAW	Right of Way		

LEGAL DESCRIPTION:

TRACT "A"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida, being more particularly described as follows:

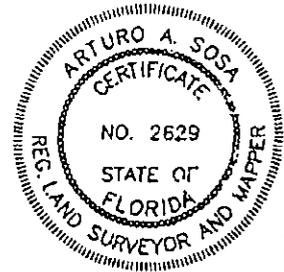
Begin at the Northeast corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence S01°44'23"E along the East line of said Section 8 for a distance of 1,219.70 feet; thence S89°39'42"W for a distance of 2,608.82 feet; thence N01°44'23"W for a distance of 1,219.85 feet to a point on the North line of said Section 8; thence N89°39'55"E along the North line of said Section 8 for a distance of 2,608.82 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-8. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida



PROJ. NO: 2004 20 DATE: 04-21-2004 DRAWN: SS CHECKED: AS SCALE: AS SHOWN



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

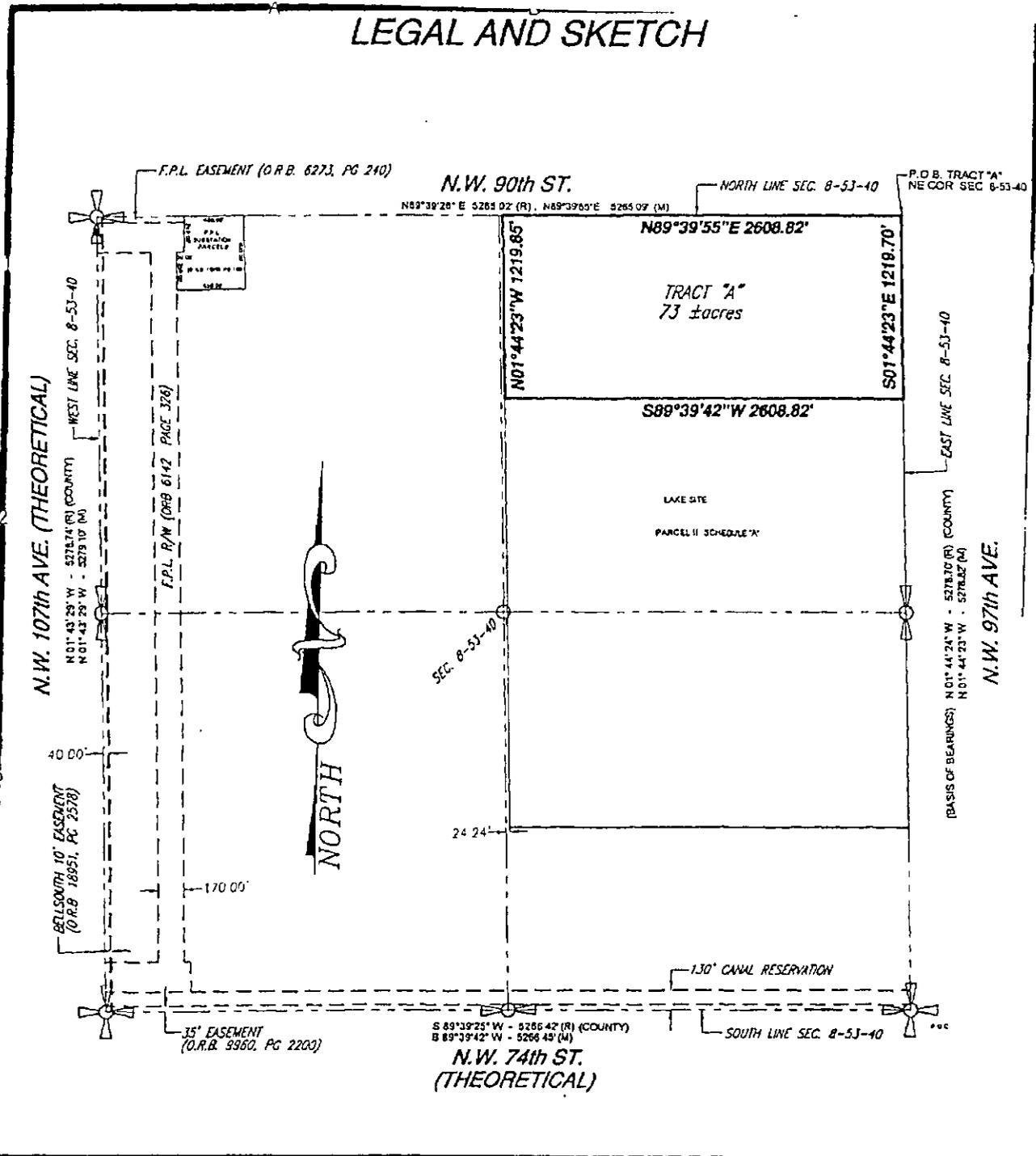
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "A"

SHEET 1 OF 2 SHEETS

\\SERVER\PROJECTS\2004\2004-2004\04/22/2004 10:02:53 AM 101

LEGAL AND SKETCH



PROJ. NO: 2004 20	DATE: 04-21-2004	DRAWN: SS	CHECKED: AS	SCALE: NTS
LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 306/448-1600 • LB 1012				TRACT "A" SHEET 2 OF 2 SHEETS

\\SERVER\Projects\2004\2004-2004-2004\0422\2004_083111 AM EDT

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

TRACT "B"

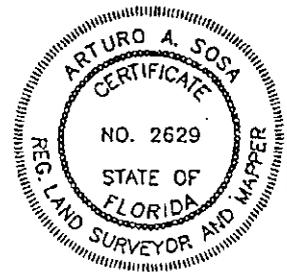
A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Begin at the NW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'55"E along the North line of said Section 8 for a distance of 570.17 feet; thence S01°43'29"E for a distance of 240.00 feet; thence S89°39'55"W for a distance of 50.00 feet; thence S01°43'29"E for a distance of 250.00 feet; thence N89°39'55"E for a distance of 450.00 feet; thence N01°43'29"W for a distance of 490.00 feet; thence N89°39'55"E along the North line of said Section 8 for a distance of 1685.93 feet; thence S01°44'23"E for a distance of 3358.50 feet; thence S89°39'55"W for a distance of 2657.13 feet to a point on the West line of said Section 8; thence N01°43'30"W along the West line of said section 8 for a distance of 3358.48 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida



PROJ. NO: 2004 20 DATE: 04-21-2004 DRAWN: SS CHECKED: AS SCALE: AS SHOWN

LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "B"

SHEET 1 OF 2 SHEETS

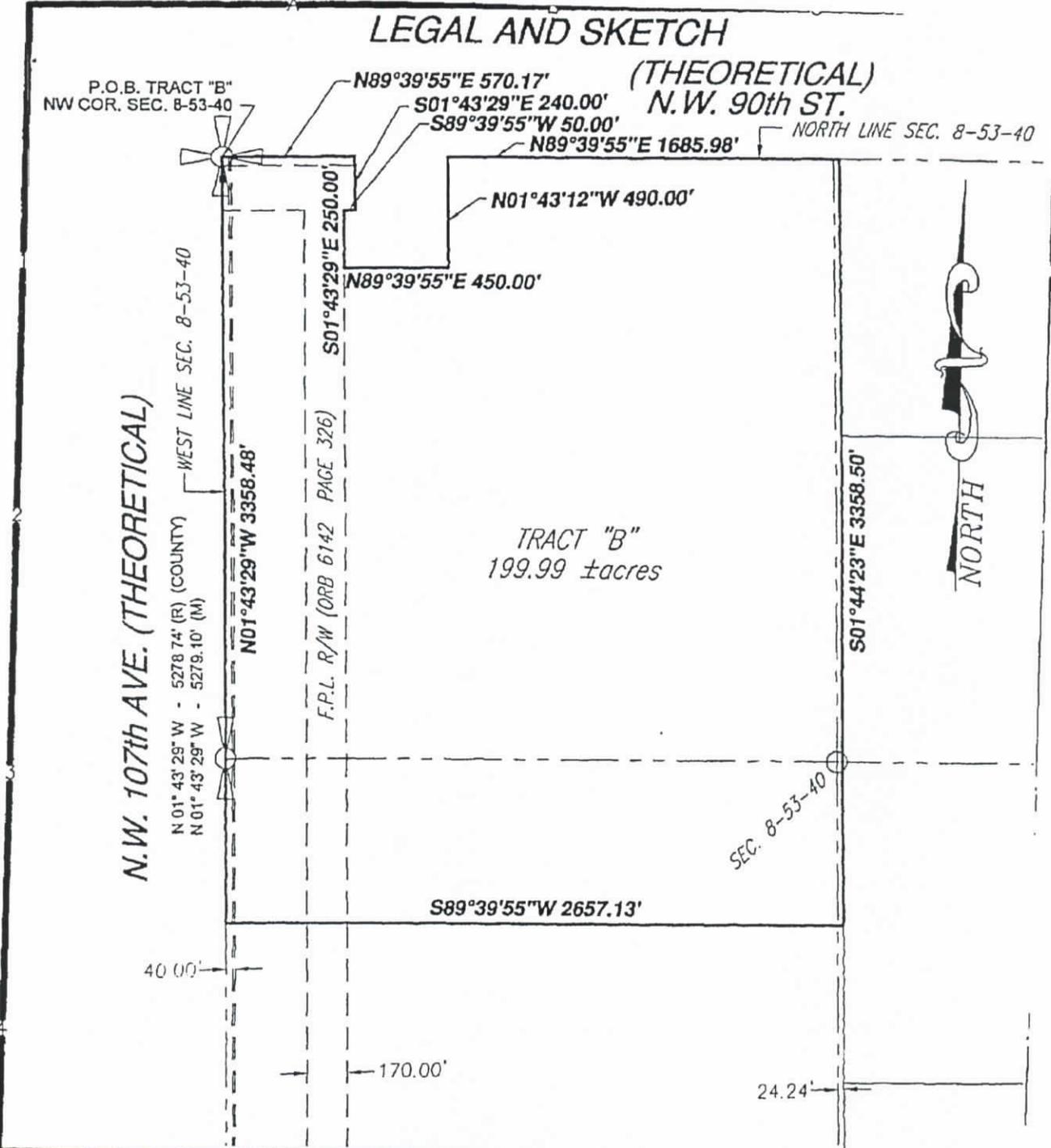
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LEGAL AND SKETCH

**(THEORETICAL)
N.W. 90th ST.**

P.O.B. TRACT "B"
NW COR. SEC. 8-53-40

NORTH LINE SEC. 8-53-40



PROJ. NO: 2004 20 DATE: 04-21-2004 DRAWN: SS CHECKED: AS SCALE: NTS

LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "B"
 SHEET 2 OF 2 SHEETS

\\SERVER\Projects\2004 2004\proj\2004 2004\04/22/2004 113758 AM COT

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

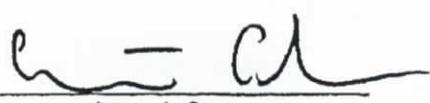
TRACT "C"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Commence at the SW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'42"E along the South line of said Section 8 for a distance of 1,980.08 feet to the POINT OF BEGINNING of the following described parcel of land; thence N01°43'29"W for a distance of 660.19 feet; thence S89°39'42"W for a distance of 1980.08 feet to a point on the West line of said Section 8; thence N01°43'29"W along the West line of said Section 8 for a distance of 1260.43 feet; thence N89°39'55"E for a distance of 2657.13 feet; thence S01°44'23"E for a distance of 1920.47 feet; thence S89°39'42"W for a distance of 677.55 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

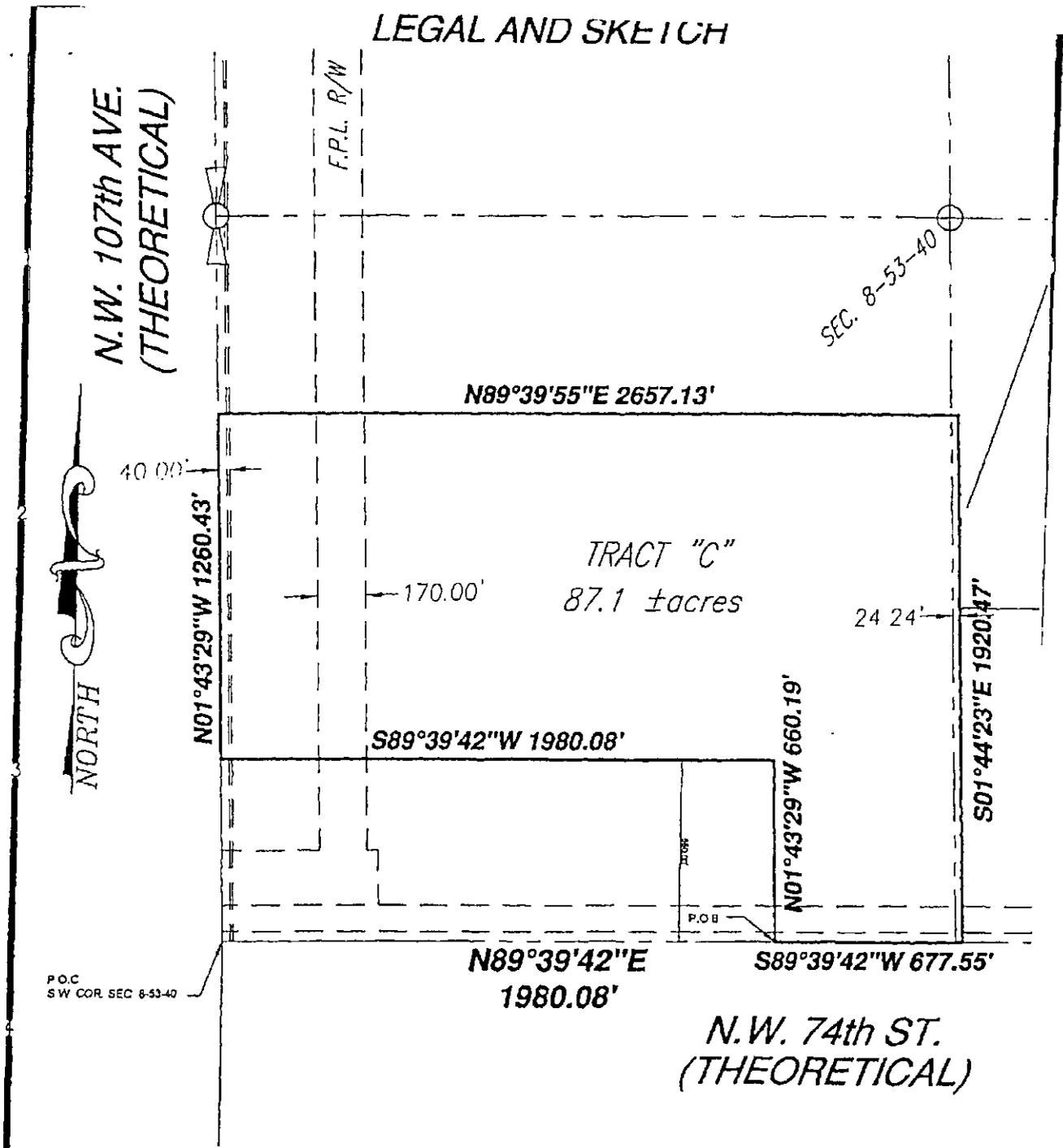
By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: AS SHOWN

	LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012	TRACT "C" SHEET 1 OF 2 SHEETS
	<small>\\SERVER\PROJECTS\2004 20\04-21-2004 2004 04/22/2004 12:04:58 PM EDT</small>	

LEGAL AND SKETCH



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: NTS

LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT C
 SHEET 2 OF 2 SHEETS

\\SERVER\PI\Projects\2004 20\dwg\2004 20.dwg 04/22/2004 12:03:46 PM EGT

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

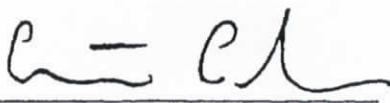
TRACT "D-1"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Commence at the SW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'42"E along the South line of said Section 8 for a distance of 660.19 feet to the POINT OF BEGINNING; thence N01°43'30"W for a distance of 660.19 feet; thence N89°39'42"E for a distance of 1319.89 feet; thence S01°43'30"E for a distance of 660.19 feet to a point on the South line of said Section 8; thence S89°39'42"W along the South line of said Section 8 for a distance of 1319.89 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida

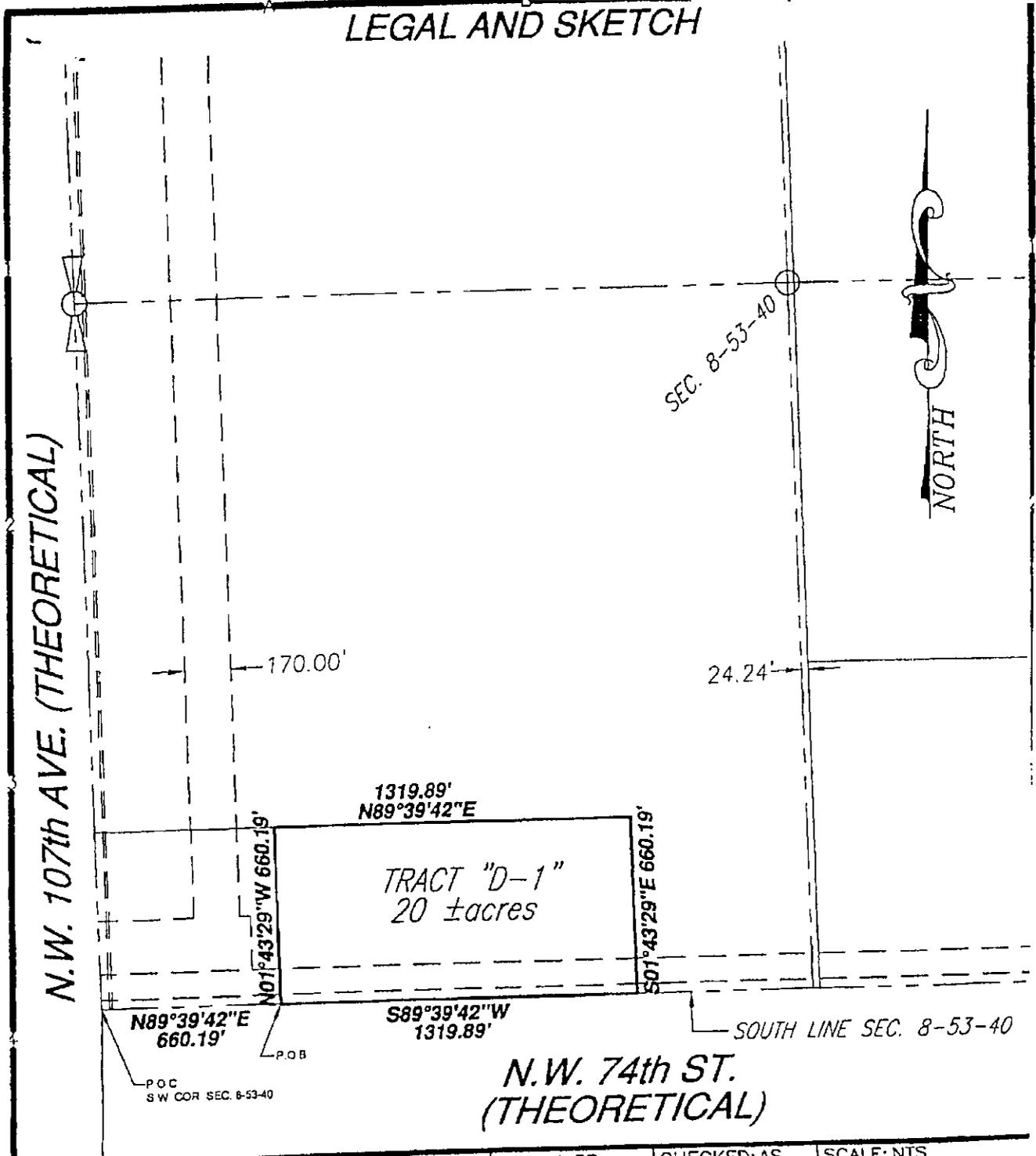


PROJ. NO: 2004 20	DATE: 04-21-2004	DRAWN: SS	CHECKED: AS	SCALE: AS SHOWN
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	LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. <small>329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012</small>	TRACT "D-1" SHEET 1 OF 2 SHEETS
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LEGAL AND SKETCH



PROJ. NO: 2004 20	DATE: 04-21-2004	DRAWN: SS	CHECKED: AS	SCALE: NTS
 LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012	TRACT "D-1" SHEET 2 OF 2 SHEETS			

\\SENVER\PA\Projects\2004 20\dwg\2004 20.dwg 04/22/2004 09:54:07 AM COT

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

TRACT "D-2"

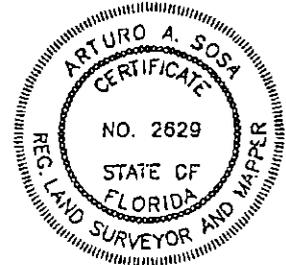
A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Begin at the Southwest corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N01°43'30"W along the West line of said Section 8 for a distance of 660.19 feet; thence N89°39'42"E for a distance of 660.19 feet; thence S01°43'30"E for a distance of 660.19 feet to a point on the South line of said Section 8; thence S89°39'42"W along said South line of said Section 8 for a distance of 660.19 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida



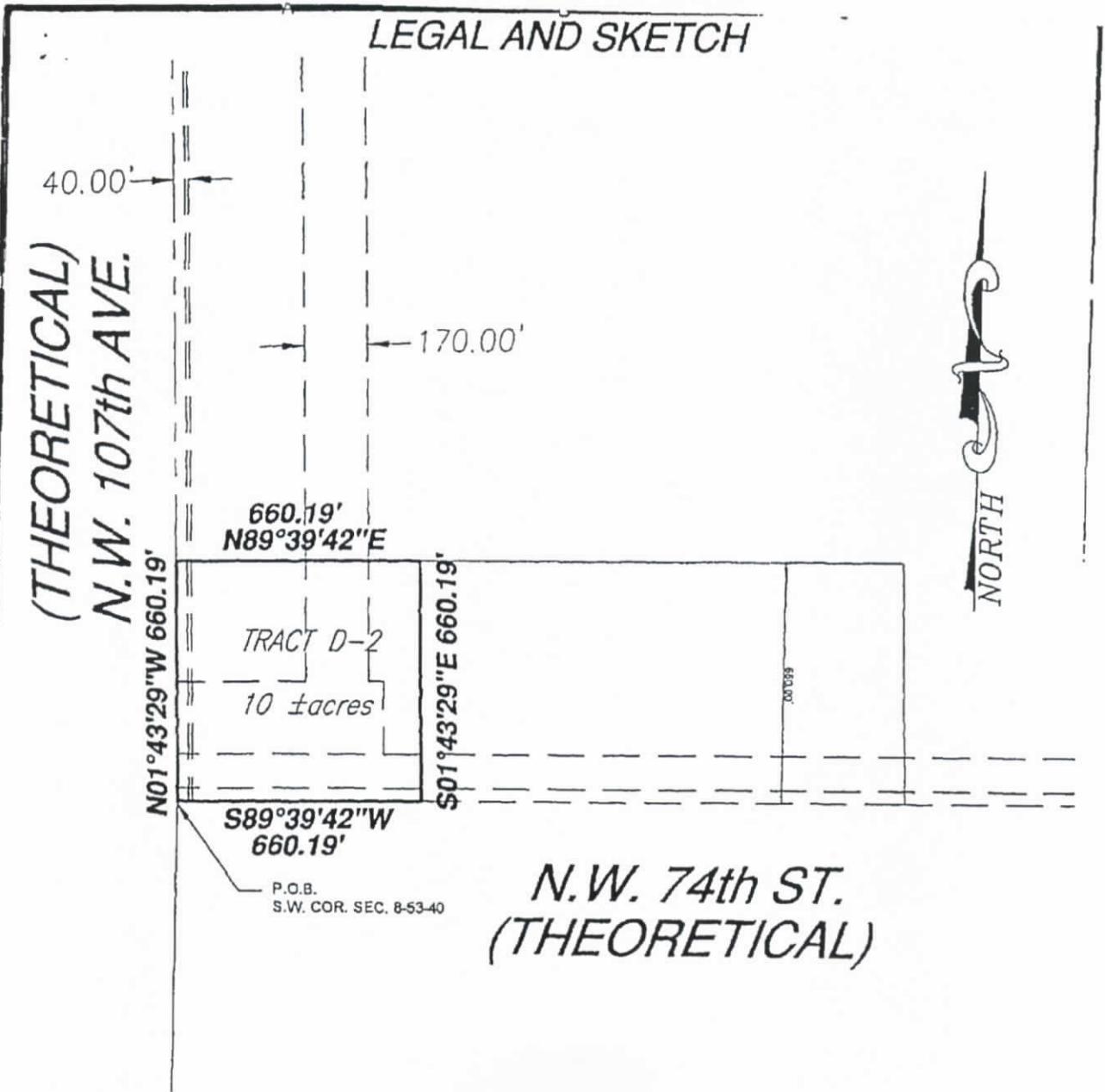
PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: AS SHOWN

LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "D-2"
 SHEET 1 OF 2 SHEETS

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LEGAL AND SKETCH



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: NTS

LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "D-2"
 SHEET 2 OF 2 SHEETS

\\SERVER\PL\Projects\2004\2004 20.dwg 04/22/2004 09:54:07 AM L01

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	RW	Right of Way		

LEGAL DESCRIPTION:

TRACT "E"

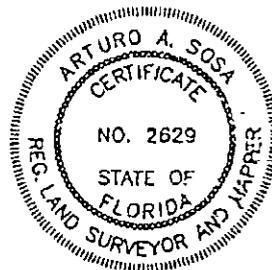
A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence S89°39'42"W along the South line of said Section 8 for a distance of 2,608.82 feet; thence N01°44'23"W for a distance of 1,220.00 feet; thence N89°39'42"E for a distance of 2,608.82 feet to a point on the East line of said Section 8; thence S01°44'23"E along the East line of said Section 8 for a distance of 1,220.00 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: AS SHOWN



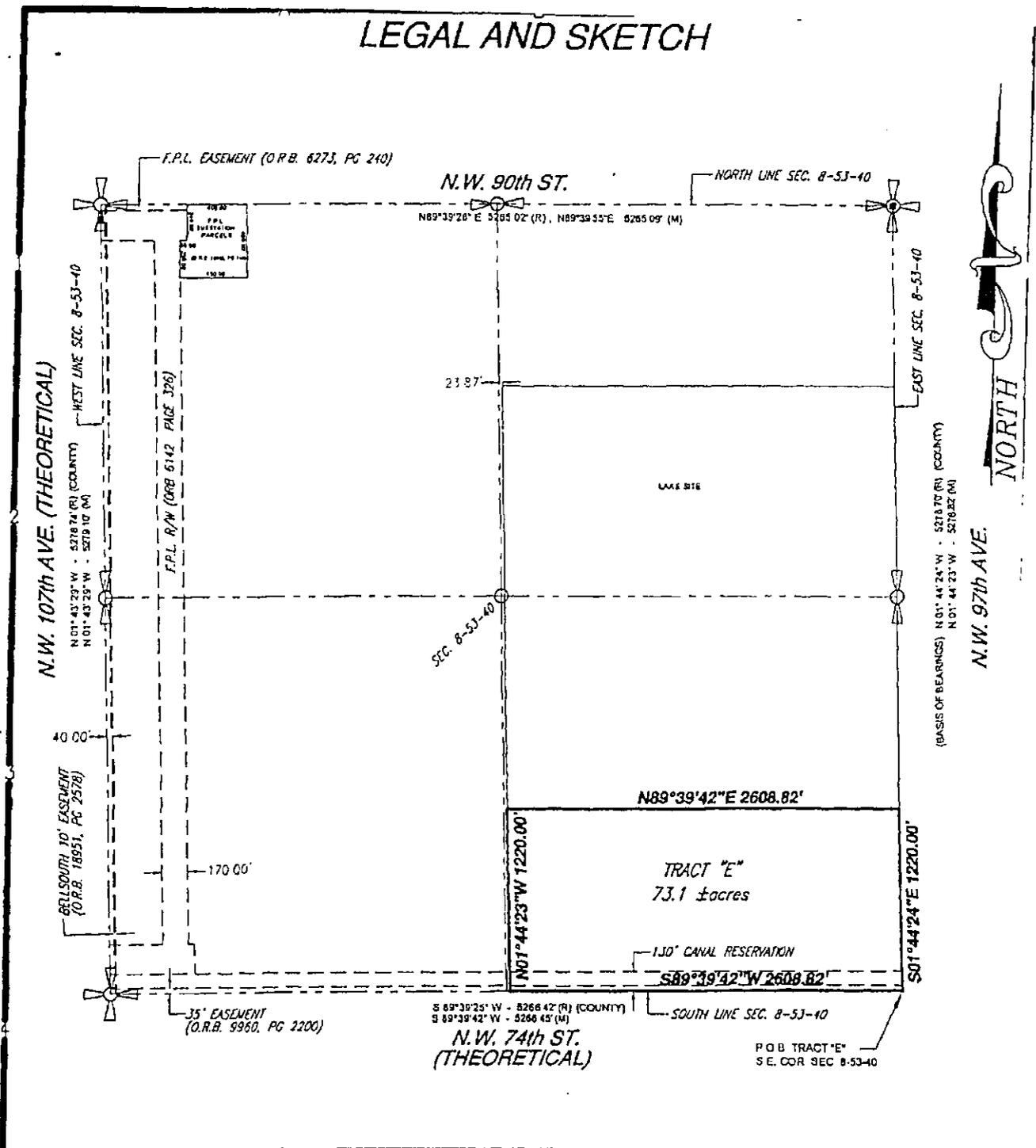
LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "E"

SHEET 1 OF 2 SHEETS

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LEGAL AND SKETCH



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: NTS

LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "E"
SHEET 2 OF 2 SHEETS

\\schwarz\p\Projects\2004\2004-g-2004-20-20-04-21-2004-08-59-11 AM L01

AMENDMENT TO SETTLEMENT AGREEMENT

THIS AMENDMENT to Settlement Agreement ("Amendment") is entered into by and among (i) Atlas Property I, LLC, a Florida limited liability company ("Atlas I"), (ii) Atlas Property II, LLC, a Florida limited liability company ("Atlas II"), (iii) Atlas Property III, a Florida limited liability company ("Atlas III"), and (iv) the City of Doral, a Florida municipal corporation (the "City").

WHEREAS, Atlas I, Atlas II and the City entered into that certain Settlement Agreement, dated as of June 12, 2005, to address the concerns of the City with respect to the development of the Property, which is legally described in attached Exhibit A (collectively, the "Agreement"); and

WHEREAS, Atlas I transferred certain portions of the Property to Atlas III.

WHEREAS, the parties wish to amend the Agreement in accordance with the terms and conditions as set forth below; and

NOW, THEREFORE, for and in consideration of the premises hereof and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference. All capitalized terms used in this Amendment without separate definition shall have the same meanings assigned to them in the Agreement.

2. The Agreement is hereby amended effective as of the date hereof as follows:

a. Section 3(a) is hereby deleted in its entirety and the following is hereby substituted in its place:

"(a) Park/School Site. The City has identified the need to provide adequate park and recreational facilities within the City to serve the future and existing population of the City. In response to the foregoing, Atlas II has identified for conveyance to the City and/or to the School Board, pursuant to the terms and conditions of this Agreement, that certain twenty-five (25) gross acre parcel of land, which is more particularly described in Exhibit "D" to this Agreement (the "Park/School Site"). For purposes of this Agreement, Park/School Site consists of two (2) parcels: (i) the Ten Acre Parcel, as defined in Section 3(b) of this Agreement, and (ii) the Fifteen Acre Parcel, as defined in Section 3(c) of this Agreement. At anytime prior to January 25, 2006, the location and legal description of the Park/School Site shall be subject to adjustment by Atlas II to better accommodate the adjacent development of Tract E; provided, however, that the Park/School Site shall, at a minimum, contain 100 lineal feet of street frontage on NW 74th Street, and shall be located within Tract E, as such tract is described in the CDMP Application. The size of the Park/School Site shall be net of any existing right-of-way. If the City substantiates by appropriate evidence that the proposed adjustment of the Park/School Site contemplated in the previous

sentence creates a material detriment to the City's plans for the development or operation of the Park/School Site, then the consent of the City shall be required prior to any such adjustment."

b. The provision entitled "*Deed Restrictions*" contained in Section 3(b) is hereby deleted in its entirety and the following is hereby substituted in its place:

"Deed Restriction. The special warranty deed for the Ten Acre Parcel shall contain the following restriction: The Ten Acre Parcel shall not be used for (i) a landfill or any other use related to the hauling, curing or disposition of waste, (ii) any uses that constitute a nuisance or that may have a detrimental impact on the health, safety or welfare of area residents, or (iii) a school for delinquent or at-risk students."

c. The provision entitled "*Deed Restrictions*" contained in Section 3(c) is hereby deleted in its entirety and the following is hereby substituted in its place:

"Deed Restriction. The special warranty deed for any and all of the Fifteen Acre Parcel shall contain the following restriction: The Fifteen Acre Parcel shall not be used for (i) a landfill or any other use related to the hauling, curing or disposition of waste, (ii) any uses that constitute a nuisance or that may have a detrimental impact on the health, safety or welfare of area residents, or (iii) a school for delinquent or at-risk students."

d. Section 6 is hereby deleted in its entirety and the following is hereby substituted in its place:

"6. Maximum Residential Density within the TND and the Section 8 Residential Lands. Notwithstanding the approval of the Zoning Application, the CDMP Application, or future applications, Atlas I and Atlas II agree that the maximum number of dwelling units within the Section 8 Residential Lands shall not exceed a total density (as defined in the Land Use Element of the CDMP) of four thousand one hundred seventy five (4,175) dwelling units. An additional two hundred eight two (282) dwelling units may be developed as part of a mixed use project within Tract D or Tract E owned by Atlas II, as such tracts are described in the CDMP Application. Further, the maximum gross residential density, as defined in the Land Use Element of the CDMP, on the TND Property shall not exceed two thousand four hundred fifty four (2,454) dwelling units. In addition, Atlas I agrees that it shall set aside sufficient land within the Section 8 Residential Lands Property to permit the future development of a minimum of three hundred twenty two (322) detached single family homes on lots with at least 5,000 square feet of area and five hundred thirty four (534) platted, fee simple townhomes. Lastly, Atlas I agrees not to develop any more than one thousand one hundred twenty four (1124) multi-family units within the Property, excluding the TND Property, and that only fifty percent (50%) of said multi-family units may be designed and offered by Atlas I as rental units."

3. Except as specifically modified in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the terms of the Agreement, then the terms of this Amendment shall control. This Amendment shall be construed and enforced in accordance with the laws of the State of Florida and shall be binding upon the heirs, successors and assigns of the parties hereto.

4. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts will constitute one Amendment. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of the signature page by fax. The signature of any party to any counterpart may be appended to any other counterpart.

5. This Amendment shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of Atlas I.

[signature pages follow]

ATLAS PROPERTY 1, LLC,
a Florida limited liability company

By: _____

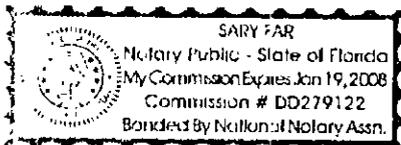
Its: MANAGER

STATE OF FLORIDA)
)
) SS:
COUNTY OF MIAMI-DIXIE)

The foregoing instrument was acknowledged before me this 30 day of March, 2007 by Sergio Pino as Manager of Atlas Property 1, LLC, a Florida limited liability company, on behalf of the company. He/she personally appeared before me, is personally known to me, or has produced _____ as identification

[NOTARIAL SEAL]

Notary: _____
Print Name: Sally Far
Notary Public, State of Florida
My Commission Expires: 1/19/08



ATLAS PROPERTY II, LLC,
a Florida limited liability company

By: *[Signature]*

Its: _____

STATE OF Florida)
)
COUNTY OF MIAMI-DADE)

SS:

The foregoing instrument was acknowledged before me this 20 day of April, 2007 by Armando Codina as President of Atlas Property II, LLC, a Florida limited liability company, on behalf of the company. He/she personally appeared before me, is personally known to me, or has produced _____ as identification

[NOTARIAL SEAL]

Notary: *[Signature]*
Print Name: Estrella L. Manso
Notary Public, State of Florida
My Commission Expires: _____



ATLAS PROPERTY III, LLC,
a Florida limited liability company

By: *[Signature]*

Its: _____

STATE OF Florida)
COUNTY OF MIAMI-Dade) SS:

The foregoing instrument was acknowledged before me this 20 day of April, 2007 by Armando Codina as President of Atlas Property III, LLC, a Florida limited liability company, on behalf of the company. He/she personally appeared before me, is personally known to me, or has produced _____ as identification

[NOTARIAL SEAL]

Notary: *[Signature]*
Print Name: Estrella L Manso
Notary Public, State of Florida
My Commission Expires: _____



3582693_v7

Exhibit "A"

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

TRACT "A"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence S01°44'23"E along the East line of said Section 8 for a distance of 1,219.70 feet; thence S89°39'42"W for a distance of 2,608.82 feet; thence N01°44'23"W for a distance of 1,219.85 feet to a point on the North line of said Section 8; thence N89°39'55"E along the North line of said Section 8 for a distance of 2,608.82 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 81G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida



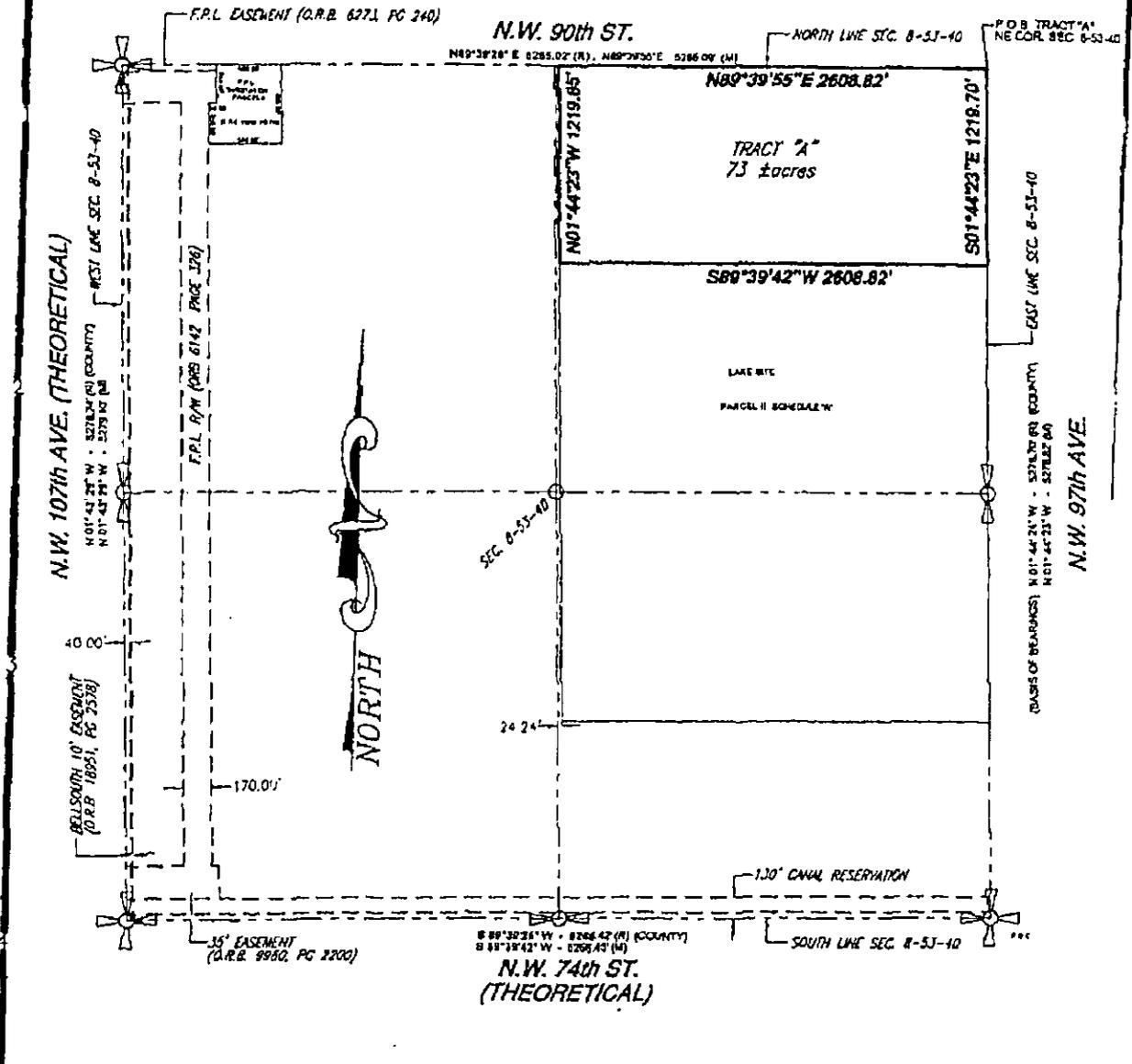
PROJ. NO: 2004 20 DATE: 04-21-2004 DRAWN: SS CHECKED: AS SCALE: AS SHOWN

 **LUDOVICI & ORANGE**
CONSULTING ENGINEERS, INC.
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "A"

SHEET 1 OF 2 SHEETS

LEGAL AND SKETCH



PROJ. NO: 2004 20	DATE: 04-21-2004	DRAWN: SS	CHECKED: AS	SCALE: NTS
LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012				TRACT "A" SHEET 2 OF 2 SHEETS

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

TRACT "B"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Begin at the NW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'55"E along the North line of said Section 8 for a distance of 570.17 feet; thence S01°43'29"E for a distance of 240.00 feet; thence S89°39'55"W for a distance of 50.00 feet; thence S01°43'29"E for a distance of 250.00 feet; thence N89°39'55"E for a distance of 450.00 feet; thence N01°43'29"W for a distance of 490.00 feet; thence N89°39'55"E along the North line of said Section 8 for a distance of 1685.98 feet; thence S01°44'23"E for a distance of 3358.50 feet; thence S89°39'55"W for a distance of 2857.13 feet to a point on the West line of said Section 8; thence N01°43'30"W along the West line of said section 8 for a distance of 3358.48 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: AS SHOWN

LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 - 305/448-7600 • LB 1012

TRACT "B"
 SHEET 1 OF 2 SHEETS

LEGAL AND SKETCH

**(THEORETICAL)
N.W. 90th ST.**

P.O.B. TRACT "B"
NW COR. SEC. 8-53-40

NORTH LINE SEC. 8-53-40

N.W. 107th AVE. (THEORETICAL)

N 01° 43' 29" W - 5278.74' (R) (COUNTY)
N 01° 43' 29" W - 5279.10' (M)

WEST LINE SEC. 8-53-40

N 01° 43' 29" W 3358.48'

F.P.L. R/W (ORB 6142 PAGE 376)

S 01° 43' 29" E 250.00'

N 89° 39' 55" E 450.00'

N 89° 39' 55" E 570.17'

S 01° 43' 29" E 240.00'

S 89° 39' 55" W 50.00'

N 89° 39' 55" E 1685.98'

N 01° 43' 12" W 490.00'

TRACT "B"
199.99 ± acres

S 01° 44' 23" E 3350.50'



SEC. 8-53-40

S 89° 39' 55" W 2657.13'

40.00'

170.00'

24.24'

PROJ. NO: 2004 20

DATE: 04-21-2004

DRAWN: SS

CHECKED: AS

SCALE: NTS



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "B"

SHEET 2 OF 2 SHEETS

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LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

TRACT "C"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Commence at the SW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'42"E along the South line of said Section 8 for a distance of 1,980.08 feet to the POINT OF BEGINNING of the following described parcel of land; thence N01°43'29"W for a distance of 660.19 feet; thence S89°39'42"W for a distance of 1980.08 feet to a point on the West line of said Section 8; thence N01°43'29"W along the West line of said Section 8 for a distance of 1260.43 feet; thence N89°39'55"E for a distance of 2657.13 feet; thence S01°44'23"E for a distance of 1920.47 feet; thence S89°39'42"W for a distance of 677.55 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

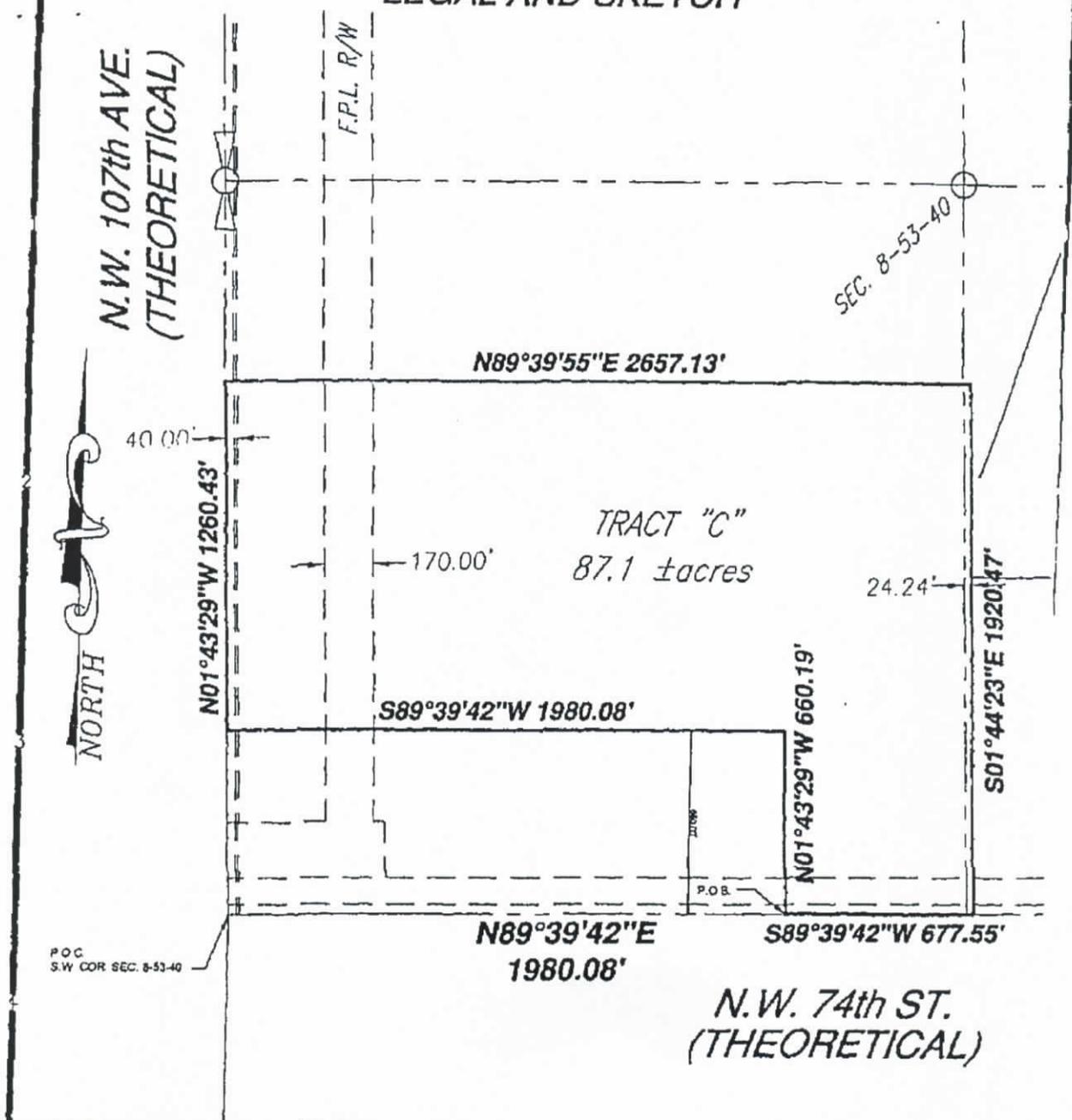
By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida



PROJ. NO: 2004 20	DATE: 04-21-2004	DRAWN: SS	CHECKED: AS	SCALE: AS SHOWN
 LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. <small>329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012</small>				TRACT "C" SHEET 1 OF 2 SHEETS

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LEGAL AND SKETCH



PROJ. NO: 2004 20	DATE: 04-21-2004	DRAWN: SS	CHECKED: AS	SCALE: NTS
 LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012				TRACT C SHEET 2 OF 2 SHEETS

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

TRACT "D-1"

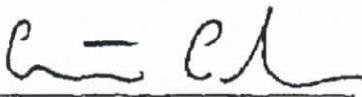
A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Commence at the SW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'42"E along the South line of said Section 8 for a distance of 660.19 feet to the POINT OF BEGINNING; thence N01°43'30"W for a distance of 660.19 feet; thence N89°39'42"E for a distance of 1319.89 feet; thence S01°43'30"E for a distance of 880.19 feet to a point on the South line of said Section 8; thence S89°39'42"W along the South line of said Section 8 for a distance of 1319.89 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: _____



Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida



PROJ. NO: 2004 20	DATE: 04-21-2004	DRAWN: SS	CHECKED: AS	SCALE: AS SHOWN
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LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "D-1"

SHEET 1 OF 2 SHEETS

LEGAL AND SKETCH

N.W. 107th AVE. (THEORETICAL)

SEC. 8-53-40



170.00'

24.24'

1319.89'
N89°39'42"E

TRACT "D-1"
20 ± acres

N01°43'29"W 660.19'

S01°43'29"E 660.19'

N89°39'42"E
660.19'

S89°39'42"W
1319.89'

SOUTH LINE SEC. 8-53-40

N.W. 74th ST.
(THEORETICAL)

POC
S.W. COR SEC 8-53-40

POB

PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: NTS



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329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "D-1"

SHEET 2 OF 2 SHEETS

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LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

TRACT "D-2"

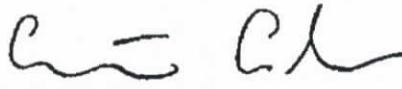
A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Begin at the Southwest corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N01°43'30"W along the West line of said Section 8 for a distance of 660.19 feet; thence N89°39'42"E for a distance of 660.19 feet; thence S01°43'30"E for a distance of 660.19 feet to a point on the South line of said Section 8; thence S89°39'42"W along said South line of said Section 8 for a distance of 660.19 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By:



Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: AS SHOWN



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "D-2"

SHEET 1 OF 2 SHEETS

LEGAL AND SKETCH

(THEORETICAL)
N.W. 107th AVE.

40.00'

170.00'

660.19'
N89°39'42"E

TRACT D-2
10 ± acres

N01°43'29"W 660.19'

S01°43'29"E 660.19'

S89°39'42"W
660.19'

P.O.B.
S.W. COR. SEC. 8-53-40

N.W. 74th ST.
(THEORETICAL)



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: NTS



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "D-2"

SHEET 2 OF 2 SHEETS

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LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

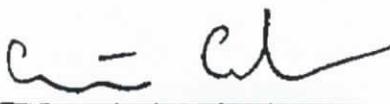
TRACT "E"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence S89°39'42"W along the South line of said Section 8 for a distance of 2,608.82 feet; thence N01°44'23"W for a distance of 1,220.00 feet; thence N89°39'42"E for a distance of 2,608.82 feet to a point on the East line of said Section 8; thence S01°44'23"E along the East line of said Section 8 for a distance of 1,220.00 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: AS SHOWN

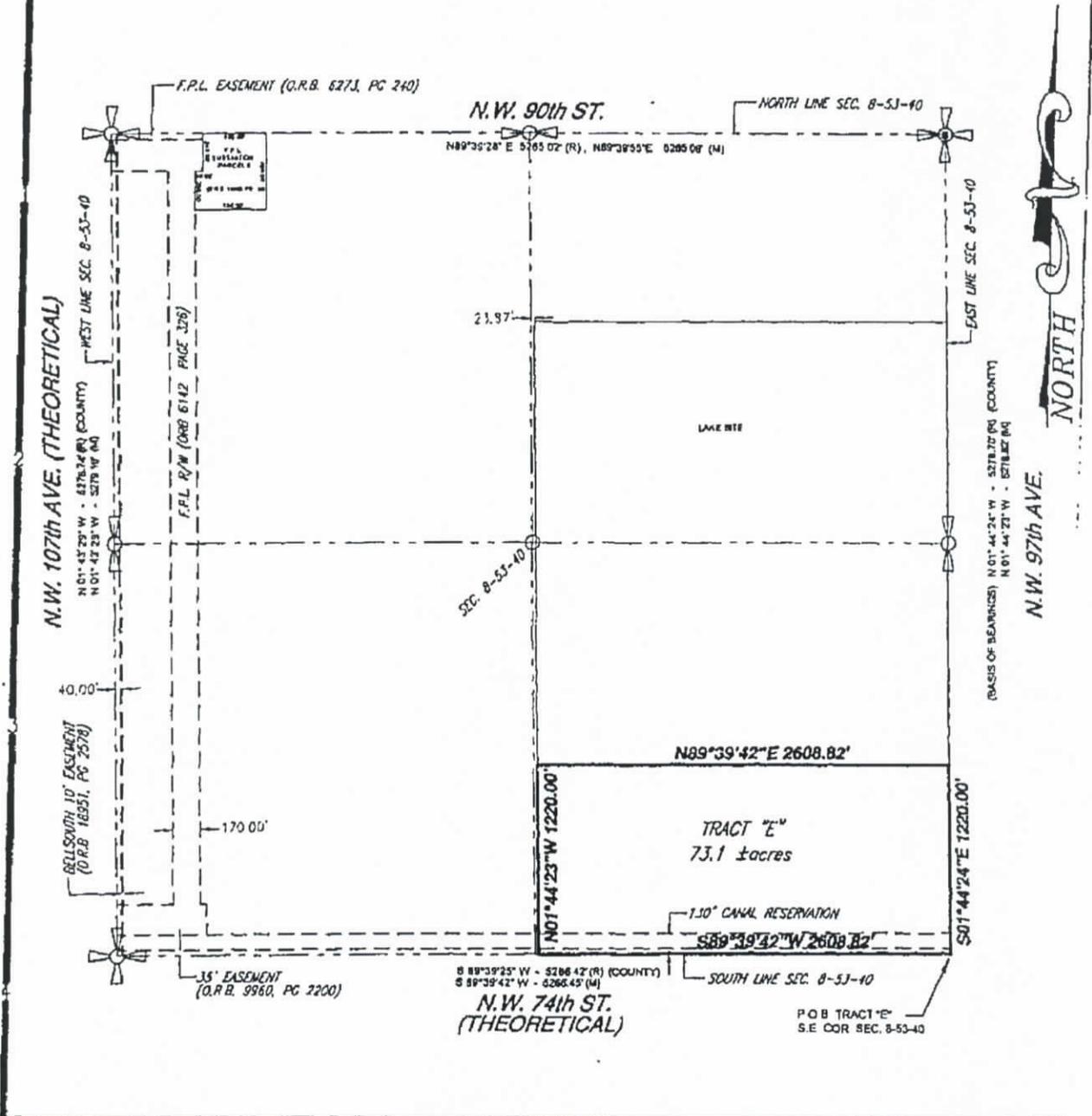
LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "E"

SHEET 1 OF 2 SHEETS

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LEGAL AND SKETCH



PROJ. NO: 2004 20 DATE: 04-21-2004 DRAWN: SS CHECKED: AS SCALE: NTS



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "E"

SHEET 2 OF 2 SHEETS

\\schweh\p\Projects\2004 2004\04212004 04212004 085911 AM E01

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this 12th day of June 2005, by and among Atlas Developers Property I, LLC, a Florida limited liability company ("Atlas I"), and Atlas Property II, LLC, a Florida limited liability company ("Atlas II"), and the City of Doral, a Florida municipal corporation (the "City").

RECITALS:

WHEREAS, Atlas I and Atlas II are the owners of real property located in Section 8, Township 53, Range 40 ("Section 8"), consisting of approximately 465 acres, as more particularly described in Exhibit A to this Agreement (the "Property");

WHEREAS, although the Property, along with the balance of Section 8, is located within the municipal boundaries of the City, pursuant to Section 9.6 of the City Charter, Miami-Dade County (the "County") retained jurisdiction over certain regulatory functions within Section 8;

WHEREAS, the Property is the subject of certain requests for land use and zoning approvals, including Public Hearing No. 04-209 (the "Zoning Application") and CDMP Application "Doral 1" (April 2004 Cycle), as may be amended prior to final adoption (the "CDMP Application"), both of which are currently pending with the County;

WHEREAS, following the disposition of the CDMP Application, Atlas I and Atlas II may file additional requests to rezone additional portions of the Property to permit additional residential development, as such portions are described in Exhibit B to this Agreement (the "Section 8 Residential Lands") and for other non-residential development within the Property, each as consistent with the terms of this Agreement;

WHEREAS, on December 16, 2004, the County's Board of County Commissioners (the "County Commission") adopted Resolution No. Z-45-04 (the "Resolution"), which rezoned to TND and granted certain approvals on that certain parcel of land more particularly described in Exhibit C hereto, which is located within the Property and consists of approximately 200 acres (the "TND Property");

WHEREAS, on January 26, 2005, the City filed a writ of certiorari seeking review by the Circuit Court of the Resolution, Case No. 05-01869 (the "Appeal");

WHEREAS, on or about January 26, 2005, the City also filed an action in Circuit Court (Case No. 05-01867) challenging the Resolution, which action is currently pending (the "Circuit Court Action");

WHEREAS, the CDMP Application seeks the re-designation of portions of the Property on the Land Use Plan Map of the County's Comprehensive Development Master Plan ("CDMP") to facilitate the future development of the Property, which CDMP Application is scheduled for final consideration by the County Commission in May 2005;

WHEREAS, the City, by and through its designated members and agents, has raised concerns regarding the impacts of the proposed development of the Property on the City's, the State's, the County's and School District's infrastructure and has raised further concerns regarding intergovernmental coordination and land use unit type and density; and

WHEREAS, the parties desire to enter into this Agreement to address concerns over the development of the Property.

NOW, THEREFORE, in reliance upon the true and correct recitals stated above, and in consideration of the mutual covenants, conditions, and agreements contained herein, the exhibits attached hereto, and the other conditions and covenants contained herein, each party hereto, on its own behalf, and on behalf of its members, stipulate and agree both individually and collectively as follows:

1. Recitals. The recitals set forth above are true and correct, are incorporated herein by this reference, and form an integral part of this Agreement.
2. Reservation of Rights. The parties agree that this Agreement is binding solely with respect to the development of the Property, as contemplated in the Zoning Application, the CDMP Application and subsequent applications that may be filed by Atlas I and Atlas II (or their successors and assigns). Moreover, Atlas I and Atlas II each expressly reserves the right on behalf of itself, its successors and assigns to seek additional approvals that are consistent with the terms of this Agreement, the Zoning Application, the CDMP Application and the applicable zoning regulations. The parties further acknowledge and agree that certain provisions of this Agreement will require the City and/or its boards, departments or agencies, acting in their government capacities, to consider governmental action set forth in this Agreement. The parties acknowledge and agree that all such actions undertaken by the City shall be undertaken in strict accordance with established requirements of the general laws of the State of Florida and City ordinances or regulations. Nothing in this Agreement or in the parties' acts or omissions in connection herewith shall be deemed in any manner to waive, limit, impair, or otherwise affect the authority of the City in the discharge of its police or governmental power.
3. Designation and Conveyance of Park/School Site within Section 8.
 - (a) Park/School Site. The City has identified the need to provide adequate park and recreational facilities within the City to serve the future and existing population of the City. The City has determined that it would be in the public interest to exercise its governmental powers, including, if necessary, the imminent use of its power of eminent domain, to acquire the Park/School Site, as hereinafter defined. In response to the foregoing, Atlas II has identified for conveyance to the City and/or to the School Board, pursuant to the terms and conditions of this Agreement, that certain twenty-five (25) gross acre parcel of land, which is more particularly described in Exhibit "D" to this Agreement (the "Park/School Site"). For purposes of this Agreement, Park/School Site consists of two (2) parcels: (i) the Ten Acre Parcel, as defined in Section 3(b) of this Agreement, and (ii) the

Fifteen Acre Parcel, as defined in Section 3(c) of this Agreement. At anytime prior to January 25, 2006, the location and legal description of the Park/School Site shall be subject to adjustment by Atlas II to better accommodate the adjacent development of Tract E; provided, however, that the Park/School Site shall, at a minimum, contain 100 lineal feet of street frontage on NW 74th Street, and shall be located within Tract E, as such tract is described in the CDMP Application. The size of the Park/School Site shall be net of any existing right-of-way. If the City substantiates by appropriate evidence that the proposed adjustment of the Park/School Site contemplated in the previous sentence creates a material detriment to the City's plans for the development or operation of the Park/School Site, then the consent of the City shall be required prior to any such adjustment.

(b) Ten Acre Parcel. The City has requested that a minimum of ten (10) acres be conveyed to the City free of charge. Atlas II is unwilling to contribute the ten (10) acres to the City, but has agreed to convey the ten (10) acres, which acreage shall have frontage on NW 74th Street (the "Ten Acre Parcel") to the City as hereafter provided:

- *Escrow of Purchase Funds.* On the later of (i) January 25, 2006 or (ii) that date that is forty (40) days after the entry of an order in the Circuit Court Action dismissing with prejudice the Circuit Court Action and Appeal (based on a joint stipulation of dismissal attaching this Agreement as set forth in Section 12(a) of this Agreement), Atlas I shall deposit in escrow \$10,000,000 for the benefit of the City, which the City shall use solely for the purchase of the Ten Acre Parcel.
- *Closing Date; Purchase Price.* Within thirty (30) days of Atlas I depositing the money in escrow, the City shall purchase from Atlas II the Ten Acre Parcel and Atlas II shall convey the Ten Acre Parcel to the City for a purchase price of \$10,000,000. The City shall pay the purchase price by wire transfer of US cash, as directed by Atlas II, simultaneously with Atlas II's conveyance of good and marketable title to the Ten Acre Parcel by special warranty deed, subject to commercially acceptable title exceptions.
- *Deed Restriction.* The special warranty deed for the Ten Acre Parcel shall contain the following restriction: The use of the Ten Acre Parcel shall be limited to a public park, public school, or any other public purpose, except that the Ten Acre Parcel may not be used for (i) a landfill or any other use related to the hauling, curing or disposition of waste, (ii) any uses that constitutes a nuisance or that may have a detrimental impact on the health, safety or welfare of area residents, or (iii) a school for delinquent or at-risk students.
- *Payment of Costs; Evidence of Title; Fill and Grade.* Atlas II shall pay all documentary stamps and surtax on the special warranty deed provided to the City. Atlas II shall provide evidence of title as to the Ten Acre Parcel in the form of a copy of its existing owner's title insurance policy plus a certified

update of title at least thirty (30) business days prior to the closing date. The City shall be responsible for the cost of any title insurance the City desires to obtain. Atlas II shall further provide a current survey of the Ten Acre Parcel certified to the City. In addition, upon closing on the Ten Acre Parcel, the City shall let for bid a contract to clear, demuck, fill and grade the Ten Acre Parcel. Atlas I and Atlas II shall together be responsible for fifty percent (50%) of the cost of such contract; provided, however, that the amount payable by Atlas I and Atlas II shall exclude the payment of any wetlands mitigation fees for the Ten Acre Parcel.

- (c) Fifteen Acre Parcel. Subject to the terms and conditions set forth herein, Atlas II hereby grants to the City the option to purchase (the "Option") all or a portion of the fifteen (15) acres within the Park/School Site remaining after the City's purchase of the Ten Acre Parcel (the "Fifteen Acre Parcel"). The City, in its sole and absolute discretion, may assign to the School District the Option, subject to the same terms and conditions set forth herein.

- *Exercise of Option.* The City and/or School Board may exercise the Option by delivering written notice to Atlas I and Atlas II of the City's and/or the School Board's intent to exercise the Option by a date no later than three hundred sixty five (365) days following the effective date of this Agreement. As a condition precedent to the exercise of the Option, the City shall have closed on the purchase of the Ten Acre Parcel pursuant to the terms and conditions of this Agreement. In no event, shall the City and/or School Board acquire any portion of the Fifteen Acre Parcel any earlier than January 25, 2006.

- *Closing Date.* Subject to the terms and conditions of this Agreement, the parties agree that the closing of the transaction for the purchase of all or a portion of the Fifteen Acre Parcel shall occur within thirty (30) days of the written notice exercising the Option. If the closing for the purchase of the Fifteen Acre Parcel by the City and/or School Board is not completed on or before June 15, 2006, the rights granted in this Section 3(c) to purchase the Fifteen Acre Parcel shall terminate.

- *Purchase Price.* The City acknowledges that Atlas II believes that the potential fair market value of the Fifteen Acre Parcel is \$750,000-\$1,000,000 per acre. The parties, however, have agreed that the purchase price for the Fifteen Acre Parcel shall be \$600,000.00 per acre. Atlas II acknowledges that prior to the purchase of any portion of the Fifteen Acre Parcel, the City will be required by applicable law to obtain one or more appraisals for the Property. In no event, however, shall Atlas II be required to convey to the City any portion of the Park/School Site for any less than \$600,000.00 per acre. The City shall pay the purchase price to Atlas II by wire transfer of US cash, as directed by Atlas II, simultaneously with Atlas II's conveyance of the Fifteen Acre Parcel to the City by special warranty deed, conveying good and marketable title subject to commercially acceptable title exceptions. In addition, upon closing on the Fifteen Acre Parcel, the City shall let for bid a contract to clear, demuck, fill and

grade the Fifteen Acre Parcel. Atlas I and Atlas II shall together be responsible for fifty percent (50%) of the cost of such contract; provided, however, that the amount payable by Atlas I and Atlas II shall exclude the payment of any wetlands mitigation fees for the Fifteen Acre Parcel. Neither Atlas I nor Atlas II shall be responsible for any of the cost of the site work for any portion of the Fifteen Acre Parcel that is purchased by the School District.

- *Deed Restriction.* The special warranty deed for any and all of the Fifteen Acre Parcel shall contain the following restriction: The use of the Fifteen Acre Parcel shall be limited to a public park, public school, or any other public purpose, except that the Fifteen Acre Parcel may not be used for (i) a landfill or any other use related to the hauling, curing or disposition of waste, (ii) any uses that constitute a nuisance or that may have a detrimental impact on the health, safety or welfare of area residents, or (iii) a school for delinquent or at-risk students.

- *Payment of Costs; Evidence of Title.* Atlas I and Atlas II shall pay all documentary stamps and surtax on the special warranty deed to the City. Atlas II shall provide evidence of title as to the Fifteen Acre Parcel in the form of a copy of its existing owner's title insurance policy plus a certified update of title within ten (10) business days after the exercise of the option to acquire all or a portion of the Fifteen Acre Parcel. The City shall be responsible for the cost of any title insurance the City desires to obtain. Atlas II shall further provide a current survey of the Fifteen Acre Parcel certified to the City.

(d) AS-IS. The City acknowledges that the Park/School Site is located within jurisdictional wetlands and that permits must be secured prior to the development of the Park/School Site. The Park/School Site shall be conveyed in its "as is" and "where is" condition. At anytime prior to January 25, 2006, the City shall have the right to enter and to investigate the conditions of the Park/School Site to perform tests to assess the feasibility and suitability for the development and operation of park and recreation facilities on the Park/School Site. The City shall hold Atlas I and Atlas II harmless from any liability or loss arising from the City's entry into the Property.

(e) Credit. Atlas II agrees to reduce the purchase price of the Fifteen Acre Parcel by the amount of any credit Atlas I or Atlas II may receive from the parks impact fees assessed by the City against the future development of the Property; provided, however, that the amount of the park impact fees credits that the City may apply to reduce the purchase price of the Fifteen Acre Parcel shall be limited to \$1,500.00 per dwelling unit within the Property. Atlas I and Atlas II shall remain responsible for payment of all park impact fees and such other fees imposed by the City in its governmental capacity, which are not used to reduce the purchase price of the Fifteen Acre Parcel. Atlas II further agrees to reduce the purchase price by the amount of any credit Atlas I or Atlas II may receive from the School District for any portion of the educational facilities impact fee that will

be assessed pursuant to Chapter 33K of the County Code in connection with the development of the Property.

- (f) Referendum. In the event the County Commission fails to adopt a resolution authorizing a referendum on the transfer of regulatory control of Section 8 on or before July 15, 2005, Atlas I shall transfer \$6,000,000.00 into an escrow account for the benefit of the City to be used only for the purpose of purchasing a portion of the Fifteen Acre Parcel. The parties acknowledge and agree that while the failure by the County Commission to adopt a resolution authorizing the transfer of jurisdiction is a condition precedent to the obligation by Atlas I to make the additional payment to the City for the purpose of acquiring additional land within the Park/School Site, the parties acknowledge their belief that the additional payment is not a contingency fee within the meaning of the Code of Miami-Dade County. Any party to this Agreement may request an opinion from the Miami-Dade County Commission on Ethics (the "Ethics Commission") as to the propriety of the payment. In the event an opinion of the Ethics Commission questions the propriety of the payment, whether a request for such opinion is initiated by a party hereto or a third party, the parties hereto agree to restructure the payment in a manner that would be consistent with the Code of Miami Dade County and the opinion from the Ethics Commission.
- (g) Reconveyance by City. Atlas II hereby grants to the City the right at any time within two (2) years after the date of the initial acquisition by the City of a portion of the Fifteen Acre Parcel to require Atlas II to purchase all (but not less than all) of the Fifteen Acre Parcel (the "Put Option") acquired by the City (other than any portion of the Fifteen Acre Parcel acquired with funds contributed by Atlas I) for the purchase price of (i) \$800,000.00 per acre if the closing on the purchase of the Put Option property occurs prior to the first anniversary of the closing of the acquisition of the Fifteen Acre Parcel by the City or (ii) \$1,000,000.00 per acre if the closing on the purchase of the Put Option property occurs after the first anniversary of the acquisition of the Fifteen Acre Parcel by the City. In the event the City elects to require Atlas II to acquire all or a portion of the Fifteen Acre Parcel, the City agrees to convey good and marketable title to Atlas II, subject to commercially acceptable title exceptions, by special warranty deed. The use restriction imposed in the deed of conveyance to the City will be released by both parties at the time of the conveyance of the property from the City to Atlas II.

The City shall pay all documentary stamps and surtax on the deed to Atlas II. The City shall provide evidence of title as to the Park/School Site in the form of a copy of its existing owner's title insurance policy and a certified update of title within ten (10) business days following the exercise of its Put Option of the Park/School Site. Atlas II shall be responsible for the cost of any title insurance Atlas II desires to obtain. The City shall further provide a current survey of the Park/School Site certified to Atlas II.

4. Use of the FPL Easement. As further consideration, Atlas I and Atlas II agree that subject to FPL's consent, Atlas I and Atlas II shall cooperate with the City's staff to

identify areas for, the City to establish a lineal park or greenway within the FPL easement along NW 107th Avenue, from NW 74th Street to NW 90th Street. The City, however, recognizes that areas of the FPL easement will be used for off-street parking, stormwater retention or public transit facilities. As such, the width of the greenway may be as narrow as a minimum of ten feet (10').

5. Control and Operation of Charter School. Pursuant to a Declaration of Restrictions (the "County Declaration") previously delivered by Atlas I to the County in connection with its consideration of the Zoning Application, Atlas I has agreed to set aside land within the TND and to build or cause to be built and to operate or cause to be operated thereon a charter school for 1,440 students in the K-12 grades (the "Charter School"). The location and timing for the operation of the Charter School shall be controlled by the terms of the County Declaration.

In addition, Atlas I agrees to set aside sufficient land and cause to be constructed and continuously operated sufficient student stations within the Property to absorb the student population that will be and/or is actually generated by the development of the balance of the Section 8 Residential Lands, as calculated by the School District in connection with the School District's review of the impacts of the CDMP Application, as adjusted to reflect the maximum number of dwelling units allowed under Paragraph 6 of this Agreement. Once the operation of the Charter School begins, its operation shall not be discontinued without the prior written approval of the City.

The parties desire to forge a partnership to ensure that the operation of the charter school facilities results in a benefit not only to the residents of the Section 8 Residential Lands, but also to all of the residents of the City. As such, the City shall have the right to appoint two members to the charter school's Advisory Board. Atlas I (its successors or assigns) shall appoint two members to each charter school's Advisory Board. Together, the four appointed members shall select the fifth member of the Board. Lastly, to the maximum extent permitted by law, the charter for the charter school shall provide a geographic attendance preference first to the residents of the Section 8 Residential Lands and then to all residents within the City.

6. Maximum Dwelling Units within the TND and the Section 8 Residential Lands. Notwithstanding the approval of the Zoning Application, the CDMP Application, or future applications, Atlas I and Atlas II agree that the maximum number of dwelling units within the Section 8 Residential Lands shall not exceed 4,350 dwelling units; provided, however, that an additional 282 dwelling units may be developed as part of a mixed use project within Tract D or Tract E owned by Atlas II, as such tracts are described in the CDMP Application. Further, the maximum gross residential density, as presently defined in the Land Use Element of the CDMP, on the TND Property shall not exceed 2,750 dwelling units. In addition, Atlas I agrees that it shall set aside sufficient land within the Section 8 Residential Lands Property to permit the future development of a minimum of three hundred (300) detached single family homes on lots with at least 5,000 square feet of area and five hundred (500) platted, fee simple townhomes. Lastly, Atlas I agrees not to develop any more than eight hundred (800) multi-family units within the Property,

excluding the TND Property, and that only fifty percent (50%) of said multi-family units may be designed and offered by Atlas I as rental units.

7. Transfer of Certain Regulatory Control Over Section 8. The City agrees and acknowledges that, because of its very nature, Atlas I and Atlas II do not control the timing for the adoption of any legislative action by the County. However, as substantial landowners within Section 8, Atlas I and Atlas II acknowledge that their opposition to the amendment of changes to the City Charter affecting certain regulatory control over Section 8 would be expected to have a persuasive impact on the County. Subject to the terms of this Agreement, Atlas I and Atlas II agree to use their best efforts to actively support the approval of a resolution and/or ordinance by the County Commission at the earliest possible date to set a vote by the City's electors to modify the terms of the City Charter to transfer certain regulatory control over Section 8 from the County to the City; provided, however, that under the foregoing provision Atlas I and Atlas II shall not be obligated to undertake the payment of money, other than the payment of the fees of their designated representatives, if any, or the filing of a lawsuit. Atlas I and Atlas II shall appear through their designated representatives before the County Commission during the consideration of the approval of a resolution/ordinance to allow a referendum regarding certain regulatory control over Section 8 and shall speak in support of the transfer of certain regulatory control over Section 8. The City agrees not to schedule such a referendum or election on the charter amendment for a date earlier than October 1, 2005. In addition, the City agrees that if a zoning application for any portion of the Property is pending as of the date the transfer of certain regulatory control over Section 8 is approved by referendum, the City shall allow the County to conclude the processing of said application prior to accepting jurisdiction.
8. Contribution. In order to assist the City in its efforts to defray the cost of administering this Agreement and the negotiation and implementation of the development agreement pursuant to Section 11 hereof, Atlas I and Atlas II agree to provide a voluntary contribution to the City of \$60,000.00 to be used in any manner as the City deems proper in furtherance of the purposes set forth herein. The voluntary contribution shall be provided to the City within ninety (90) days of the effective date of this Agreement.
9. Site Plan Review and Pre-Approval by the City. As further consideration, prior to the approval by the County of any zoning application for any development within the Property, other than the TND Property, Atlas I and Atlas II agree to submit to the City for review and comment a conceptual master site plan for the Property. The conceptual master site plan should depict the general roadway layout and major land uses but need not show every proposed building or structure within the Property. The City shall review said plan and provide comments to Atlas I and Atlas II within sixty (60) days of Atlas I's or Atlas II's submittal of the plan to the City Manager. The City shall review the plan only to ensure that the plan complies with the requirements of this Agreement, the CDMP and the applicable zoning regulations as in effect at the time of such review.
10. Roadway Improvements. In an effort to phase in the impacts of the proposed development on the area's roadway network, Atlas I has agreed in the County Declaration to phase in the development of the TND Property. Similarly, Atlas I and

Atlas II will agree to develop the Section 8 Residential Lands substantially in accordance with the schedule of development that is attached hereto as Exhibit E. Further, Atlas I and Atlas II agree not to apply for a building permit for any dwelling unit within the Property until January 1, 2006. In addition, Atlas I and Atlas II shall use their efforts, including the prompt dedication of required right-of-way within its control, aggressive coordination with State and County transportation funding agencies, and the owners of other required rights-of-way to best facilitate and expedite the installation of the following improvements: (a) an interchange at NW 74th Street and the Homestead Extension of Florida's Turnpike (HEFT); (b) NW 107th Avenue, between NW 106th Street and NW 58th Street; (c) NW 90th Street, between NW 107th Avenue and NW 87th Avenue; (d) NW 97th Avenue, between NW 74th Street and NW 90th Street; and (e) NW 74th Street, between HEFT and proposed Palmetto Expressway transit station. Atlas I and Atlas II further agree to seek certificates of use and occupancy in accordance with Exhibit F hereto. Other than within the TND Property, Atlas I and Atlas II shall use their best efforts to dedicate to the public and improve all half-section and quarter-section line roadways within the Property, as required by the County in accordance with the Public Works Manual, in connection with the development of the Property. If the dedication and improvement of half-section and quarter-section line roadways is not feasible, Atlas I and Atlas II agree to provide alternate east-west and north-south public roadways.

11. Development Agreement. Prior to the later of (i) January 25, 2006, or (ii) the date sixty (60) days after transfer of zoning jurisdiction to the City, the City agrees to process and to place on the agenda of the City Council for final consideration the adoption of a development agreement pursuant to the Florida Local Government Development Agreement Act, Chapter 163.3220 et seq., Florida Statutes, between the parties. The development agreement shall provide Atlas I and Atlas II with assurance that upon receipt of development permits that development may proceed in accordance with existing laws and policies, recognizing the approvals granted by the County, including the entitlements to construct a maximum of (i) 4,350 residential dwelling units in the Section 8 Residential Lands, (ii) 2,750 residential dwelling units in the TND Property, and (iii) 282 residential dwelling units, retail, office, and industrial uses with a lot coverage not to exceed 35%, as defined by the Miami-Dade County Code of Ordinances, and any other uses permitted under the then existing land use designation within Tract D and Tract E, as such tracts are defined in the CDMP Application. The parties agree to negotiate in good faith any other required or necessary terms and conditions of the development agreement.
12. Additional Obligations of the City.
 - (a) Within five (5) business days following the execution of this Agreement, the City shall withdraw the Appeal and dismiss the Circuit Court Action with prejudice by joint stipulation of the parties, attaching this Agreement and requesting the Circuit Court to retain jurisdiction to enforce the terms of this Agreement. Upon the execution of this Agreement, the City shall deliver a letter to Miami-Dade County and the Florida Department of Community Affairs withdrawing any previously filed objections to the approval of the CDMP Application. The City shall not directly or indirectly, object to, oppose, interfere with, appeal, seek review,

reversal or modification of the Zoning Application, the CDMP Application or subsequent applications for development within the Property, provided that the action requested is consistent with the CDMP and the applicable zoning regulations. In addition, the City shall not directly or indirectly, object to, oppose, interfere with, appeal, seek review, reversal or modification of Atlas I's and Atlas II's efforts to secure zoning approvals, environmental approvals, interpretations, permits, special taxing districts, community development districts, certificates of use and occupancy or permissions which may be necessary to develop the Property, subject to the limitations set forth in this Agreement. For purposes of this Agreement, the term "appeal" shall include, but not be limited to, any legal challenge, by appeal, certiorari, or original action, either administrative or judicial, whereby the challenging party seeks to overturn the action of the County in approving the Zoning Application or future applications, in whole or in part.

- (b) The City agrees to recognize all County approvals issued to Atlas I or Atlas II for development within the Property, as long as said approvals are consistent with the applicable County codes and regulations at the time of such issuance. Notwithstanding anything in this Agreement to the contrary, Atlas I and Atlas II recognize and acknowledge that once full jurisdiction is transferred to the City, and to the extent that Atlas I and Atlas II require additional zoning approvals or modifications to approved site plans, the City may review future site plans for the development of the Property for compliance with applicable regulations, as may be amended from time to time. As such, the City reserves the right to review and request changes and modifications (unrelated to the use or the type of the housing units) to any proposed revisions to County approved site plans as may be presented to the City for its review and approval following transfer of certain regulatory matters to the City and to require reasonably necessary assurances, including the proffering of covenants, that development will take place substantially in accordance with approved site plans and the terms of this Agreement. At no time shall the City attempt to "downzone" the Property or to interfere, by the imposition of a moratorium or otherwise, with the timing for the development of the Property.
- (c) To facilitate the future development of the Property, at Atlas I's and Atlas II's request and to the extent permitted by the applicable building regulations, the City agrees to allow Atlas I or Atlas II to process building permits for construction within the Property under a "permit by affidavit" system for a period of thirty-six (36) months following the approval of the first tentative plat within the Property; provided that Atlas I and Atlas II shall pay all applicable permit fees to the City. The City shall have access and right of entry for any spot inspections during the course of the initial development of the Property. Notwithstanding the foregoing, the inspection report provided by Atlas I or Atlas II with the permit by affidavit shall be conclusive, absent a showing by the City of compelling evidence of malfeasance or negligence with respect to such inspection report.
- (d) Except as otherwise provided above and to the extent that Atlas I and Atlas II, as applicable are in compliance with the provisions of this Agreement, the City shall,

through its designated representatives and/or counsel, appear before the Board of County Commissioners, during its consideration of the Zoning Application, the CDMP Application or subsequent applications and shall advise the County Commission that the applications are acceptable to the City and shall upon execution of this Agreement promptly withdraw any objections previously filed with local, regional or state department or agencies to the approval of the applications.

- (e) In addition to any other remedy available to the parties, any material violation by a party of the terms of this Agreement shall excuse the other parties from the performance of its obligations under this Agreement.

13. FURTHER AGREEMENTS OF THE PARTIES.

- (a) Atlas I and Atlas II recognizes that the city of Doral has consistently maintained that it has planning jurisdiction of all property located in Section 8 pursuant to Chapter 163, Florida Statutes. The City recognizes and agrees that, during the course of the extensive settlement negotiations, the City has conducted a planning review on the Property. By entering into and approving this Agreement, the City Council acknowledges that it has reviewed and approved the Property for planning purposes. The City does not in any way waive its right to contest other projects in Section 8 that have not been reviewed by the City pursuant to the City's planning authority.
- (b) In the event of any violation or attempt by Atlas I and Atlas II or the City, or their respective agents, successors or assigns, to violate any of the provisions of this Agreement, the non-breaching party shall give the other written notice of such violation (or attempt to violate) with sufficient detail to advise the breaching party of the nature of the violation. The breaching party shall have fifteen (15) days following receipt of the notice to cure the violation; provided, however, that if, due to the nature of the violation, the violation can not be cured within the stated 15 day period, then the breaching party shall have a longer reasonable period of time to effect such cure to the extent that the breaching party has commenced to cure within said 15 day period, and thereafter diligently proceeds to complete such cure. If the breaching party fails to cure the violation as provided above, the non-breaching party may file an action for injunctive relief, damages, specific performance or such other relief as may be available.
- (c) In the event of any dispute under this Agreement, including, but not limited to any administrative hearings, the prevailing party shall be entitled to recover its reasonable costs, including its reasonable attorney's fees and court costs at trial or hearing, all appellate levels and post judgment proceedings. The amount payable by either party pursuant to this Section 13(c) shall be limited to the amount payable by the City subject to its sovereign immunity pursuant to Section 768.28, Florida Statutes. Venue shall be in Miami-Dade County, Florida. In the event of

any action to enforce the terms of this Agreement, either party may submit this Agreement into evidence.

- (d) Except in the enforcement of its rights as specifically set forth herein, the City shall not interfere with or impede Atlas I's and Atlas II's development of the Property.
- (e) The parties agree to prepare and record in the Public Records of Miami-Dade County a memorandum summarizing the terms of this Agreement. This Agreement and a joint stipulation of settlement shall also be filed in the Circuit Court Action, which stipulation shall call for the Circuit Court to retain jurisdiction to enforce the terms of this Agreement.
- (f) The City, Atlas I and Atlas II represent to the other that their execution of this Agreement has been properly authorized.
- (g) In the event that either party hereto is prevented from fully and timely performing any of its obligations hereunder due to acts of God, strikes and/or lock-outs, other industrial disturbances, laws, rules and regulations of governmental authorities, including the termination or withdrawal of any permits, licenses, approval, charters or other governmental authorizations, wars or warlike action (whether actual, impending or expected, and whether de jure or de facto), fire or other casualty, condemnation, confiscation or seizure by any government or public authority, or other matter or condition beyond the reasonable control of either party (collectively called "Force Majeure") such party shall be relieved of the duty to perform such obligation until such time as the Force Majeure has been alleviated; provided, that upon the removal of the Force Majeure, the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.
- (h) Invalidation of any provision of this Agreement shall not invalidate the rest of this Agreement.
- (i) The parties have participated fully in the negotiation and preparation of this Agreement; each one fully understands all of the agreements, rights and obligations set forth herein and each one has entered into this Agreement knowingly and voluntarily and with the advice of their respective counsel. Accordingly, this Agreement shall not be more strictly construed against either or any one of the parties hereto, each one intending to be legally bound hereby.
- (j) Each party represents and warrants that such party has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement and insofar as such party knows, no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions. The parties each agree to indemnify and hold harmless the other party against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage

commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

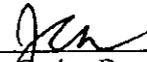
- (k) This Agreement may be executed in counterparts, including facsimile counterparts.
- (l) Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows: (a) if to Atlas I, it shall be addressed to Mr. Sergio Pino, Atlas Developers Group, LLC, 7270 NW 12th Street, Suite 410, Miami, Florida 33126, with a copy to Juan J. Mayol, Jr., Esq., Holland + Knight LLP, 701 Brickell Avenue, Suite 3000, Miami, Florida 33131; (b) if to Atlas II it shall be addressed to Armando Codina, 355 Alhambra Circle, Suite 900, Coral Gables, Florida 33134, with a copy to Juan J. Mayol, Jr., Esq., Holland + Knight LLP, 701 Brickell Avenue, Suite 3000, Miami, Florida 33131; and (c) if to the City, it shall be addressed to Yocelyn Galiano Gomez, City Manager, City of Doral, 8300 NW 53rd Street, Suite 100, Doral, Florida 33166, with a copy to John Hearn, Esq., City of Doral, 8300 NW 53rd Street, Suite 100, Doral, Florida 33166.

Notices sent by hand delivery or overnight courier shall be deemed given on the date of delivery (or if delivery is refused, on the date of attempted delivery), and notices by mail shall be deemed given on the date shown on the return receipt. In the event of a change of address, the applicable party shall promptly notify the other in writing of such change pursuant to the foregoing notice provisions. No other form of notice shall be effective under this Agreement.

- (m) This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. It is specifically intended by the parties that all prior understandings and agreements between them with respect to the subject matter hereof are merged into this Agreement. Except as expressly set forth herein, there are no representations, understandings or agreements between the parties with respect to the subject matter hereof. This Agreement may not be changed, altered or modified, except only by an instrument in writing signed by the City, Atlas I and Atlas II.
- (n) All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.
- (o) This Agreement shall become effective upon its execution by the parties.

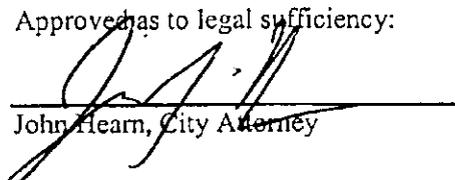
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date first above written.

CITY OF DORAL, FLORIDA, a
municipal corporation

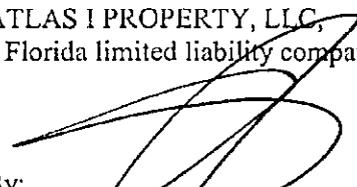
By: 
Juan Carlos Bermudez
Mayor

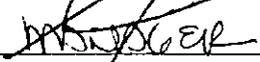
Attest: 

Approved as to legal sufficiency:

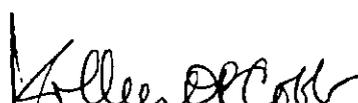

John Hearn, City Attorney

ATLAS I PROPERTY, LLC,
a Florida limited liability company

By: 

Its: 

ATLAS II PROPERTY, LLC,
a Florida limited liability company

By: 

Its: Vice President

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

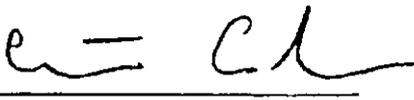
TRACT "A"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida, being more particularly described as follows:

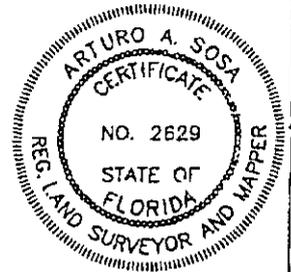
Begin at the Northeast corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence S01°44'23"E along the East line of said Section 8 for a distance of 1,219.70 feet; thence S89°39'42"W for a distance of 2,608.82 feet; thence N01°44'23"W for a distance of 1,219.85 feet to a point on the North line of said Section 8; thence N89°39'55"E along the North line of said Section 8 for a distance of 2,608.82 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: AS SHOWN



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

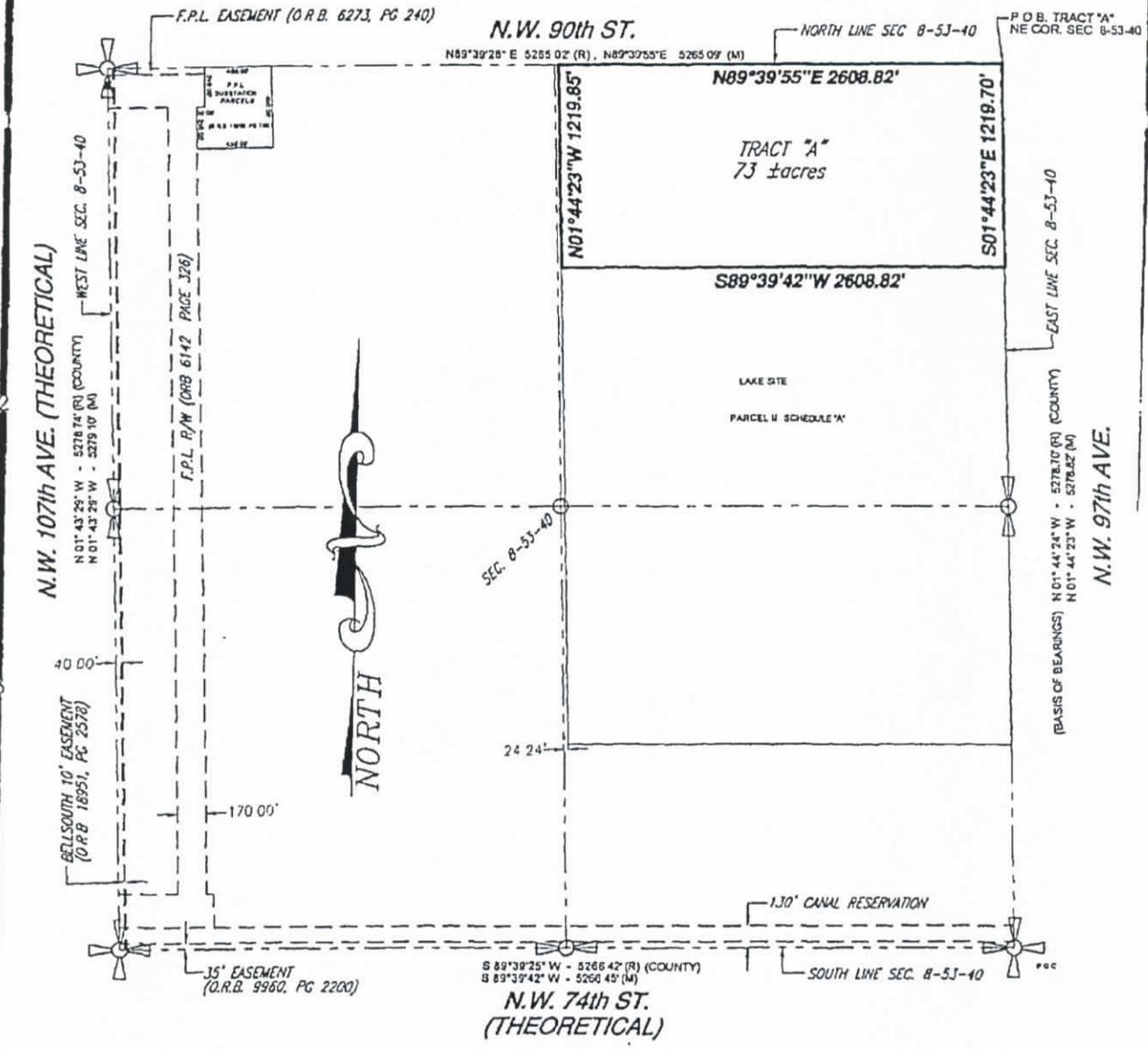
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "A"

SHEET 1 OF 2 SHEETS

\\SERVER\PI\Projects\2004\2004-2004\04/22/2004 10:02:53 AM EDT

LEGAL AND SKETCH



PROJ. NO: 2004 20 DATE: 04-21-2004 DRAWN: SS CHECKED: AS SCALE: NTS

LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "A"
 SHEET 2 OF 2 SHEETS

\\SERVER\Projects\2004 20\2004 2004 2004 04/21/2004 08:59:11 AM L01

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

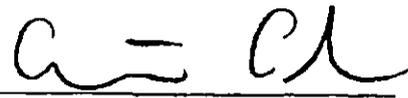
TRACT "B"

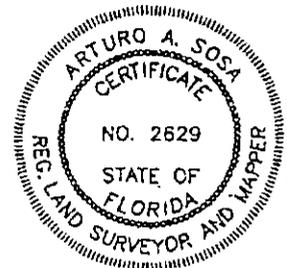
A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Begin at the NW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'55"E along the North line of said Section 8 for a distance of 570.17 feet; thence S01°43'29"E for a distance of 240.00 feet; thence S89°39'55"W for a distance of 50.00 feet; thence S01°43'29"E for a distance of 250.00 feet; thence N89°39'55"E for a distance of 450.00 feet; thence N01°43'29"W for a distance of 490.00 feet; thence N89°39'55"E along the North line of said Section 8 for a distance of 1685.98 feet; thence S01°44'23"E for a distance of 3358.50 feet; thence S89°39'55"W for a distance of 2657.13 feet to a point on the West line of said Section 8; thence N01°43'30"W along the West line of said section 8 for a distance of 3358.48 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida



PROJ. NO: 2004 20	DATE: 04-21-2004	DRAWN: SS	CHECKED: AS	SCALE: AS SHOWN
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LUDOVICI & ORANGE

CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "B"

SHEET 1 OF 2 SHEETS

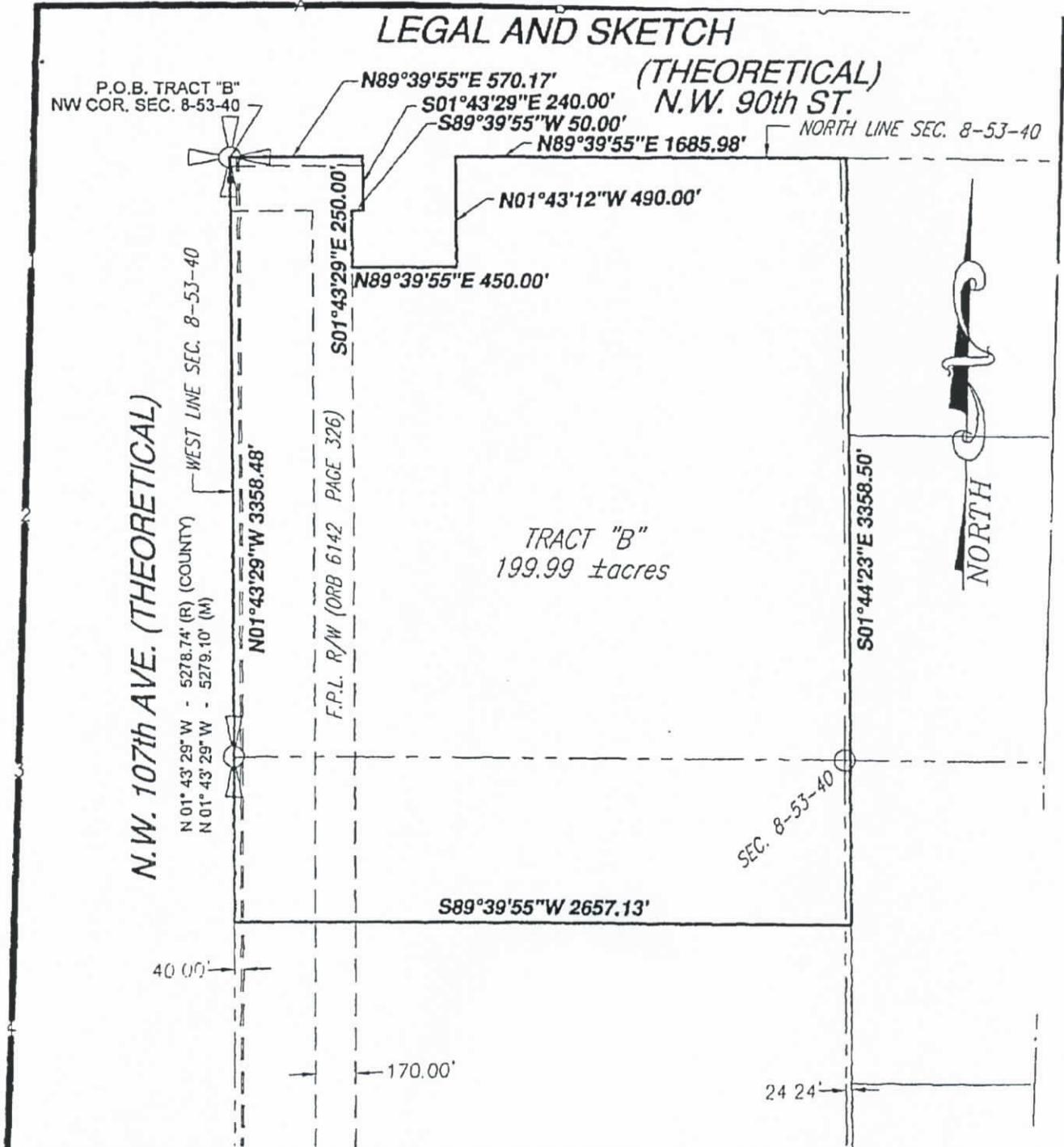
\\SERVER\PL\PROJECTS\2004 2004\2004 2004 04\22\2004 113759 AM EDT

LEGAL AND SKETCH

**(THEORETICAL)
N.W. 90th ST.**

P.O.B. TRACT "B"
NW COR. SEC. 8-53-40

NORTH LINE SEC. 8-53-40



TRACT "B"
199.99 ± acres



PROJ. NO: 2004 20 DATE: 04-21-2004 DRAWN: SS CHECKED: AS SCALE: NTS

LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "B"
SHEET 2 OF 2 SHEETS

\\SERVER\Projects\2004 20\proj\2004 20\04 22 2004 11 37 58 AM CDT

LEGAL AND SKETCH

SURVEYOR'S NOTES:

- 1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
- 2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- 3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

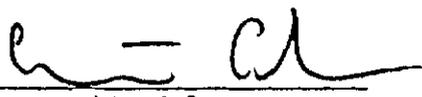
TRACT "C"

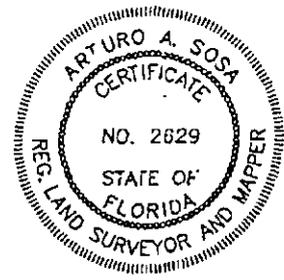
A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Commence at the SW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'42"E along the South line of said Section 8 for a distance of 1,980.08 feet to the POINT OF BEGINNING of the following described parcel of land; thence N01°43'29"W for a distance of 660.19 feet; thence S89°39'42"W for a distance of 1980.08 feet to a point on the West line of said Section 8; thence N01°43'29"W along the West line of said Section 8 for a distance of 1260.43 feet; thence N89°39'55"E for a distance of 2657.13 feet; thence S01°44'23"E for a distance of 1920.47 feet; thence S89°39'42"W for a distance of 677.55 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida



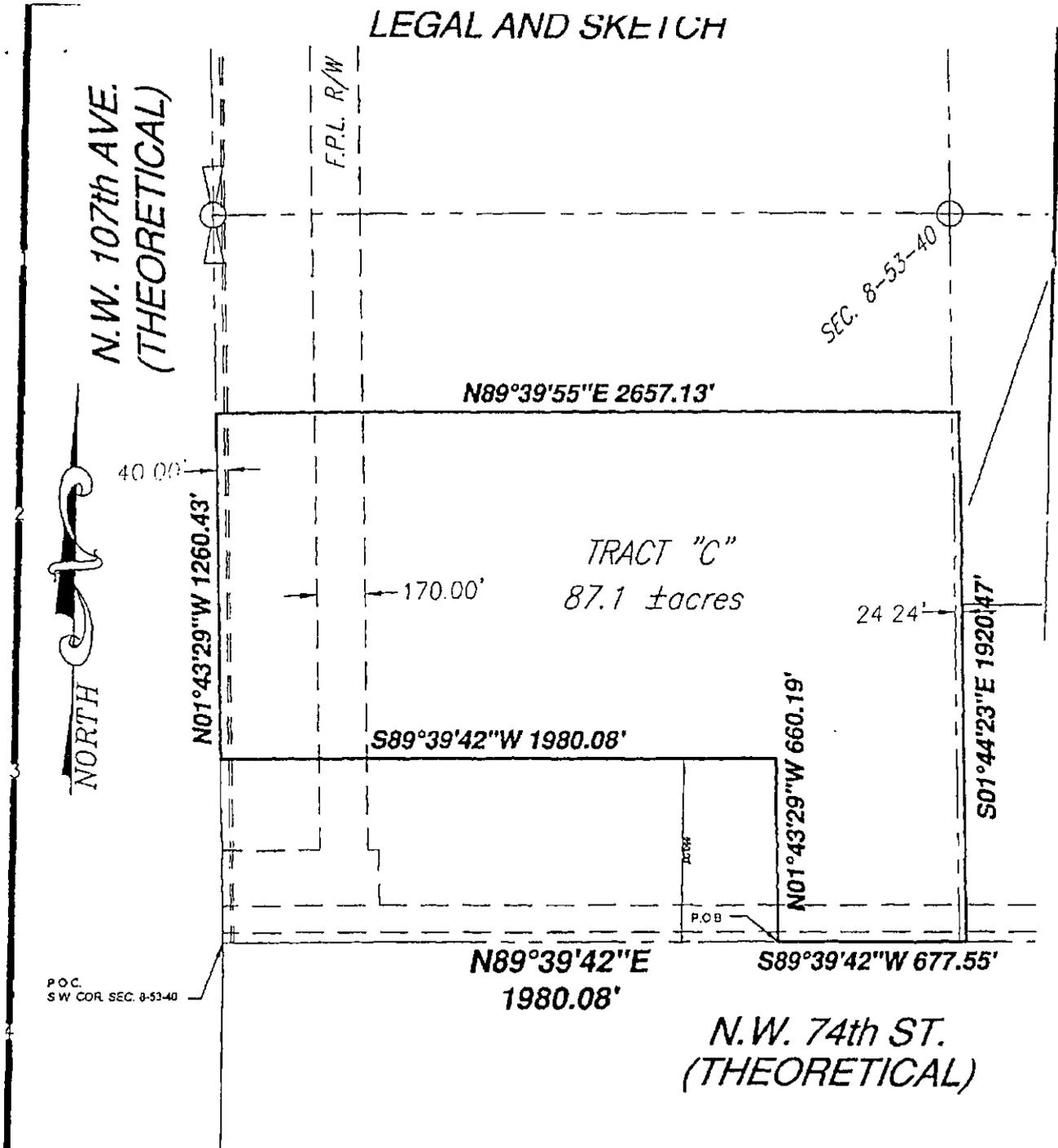
PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: AS SHOWN

 **LUDOVICI & ORANGE**
CONSULTING ENGINEERS, INC.
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "C"
SHEET 1 OF 2 SHEETS

\\SERVER1\Projects\2004 20\ludovici\2004 20\04-21-2004 12:04:58 PM LOT

LEGAL AND SKETCH



PROJ. NO: 2004 20	DATE: 04-21-2004	DRAWN: SS	CHECKED: AS	SCALE: NTS
<p>LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012</p>				<p>TRACT C</p> <p>SHEET 2 OF 2 SHEETS</p>

\\SERVER\PN\Projects\2004\2004\2004 04\22\2004 120316 PM E01

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

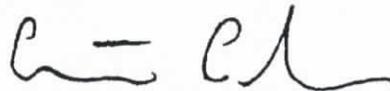
TRACT "D-1"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Commence at the SW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'42"E along the South line of said Section 8 for a distance of 660.19 feet to the POINT OF BEGINNING; thence N01°43'30"W for a distance of 660.19 feet; thence N89°39'42"E for a distance of 1319.89 feet; thence S01°43'30"E for a distance of 660.19 feet to a point on the South line of said Section 8; thence S89°39'42"W along the South line of said Section 8 for a distance of 1319.89 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida



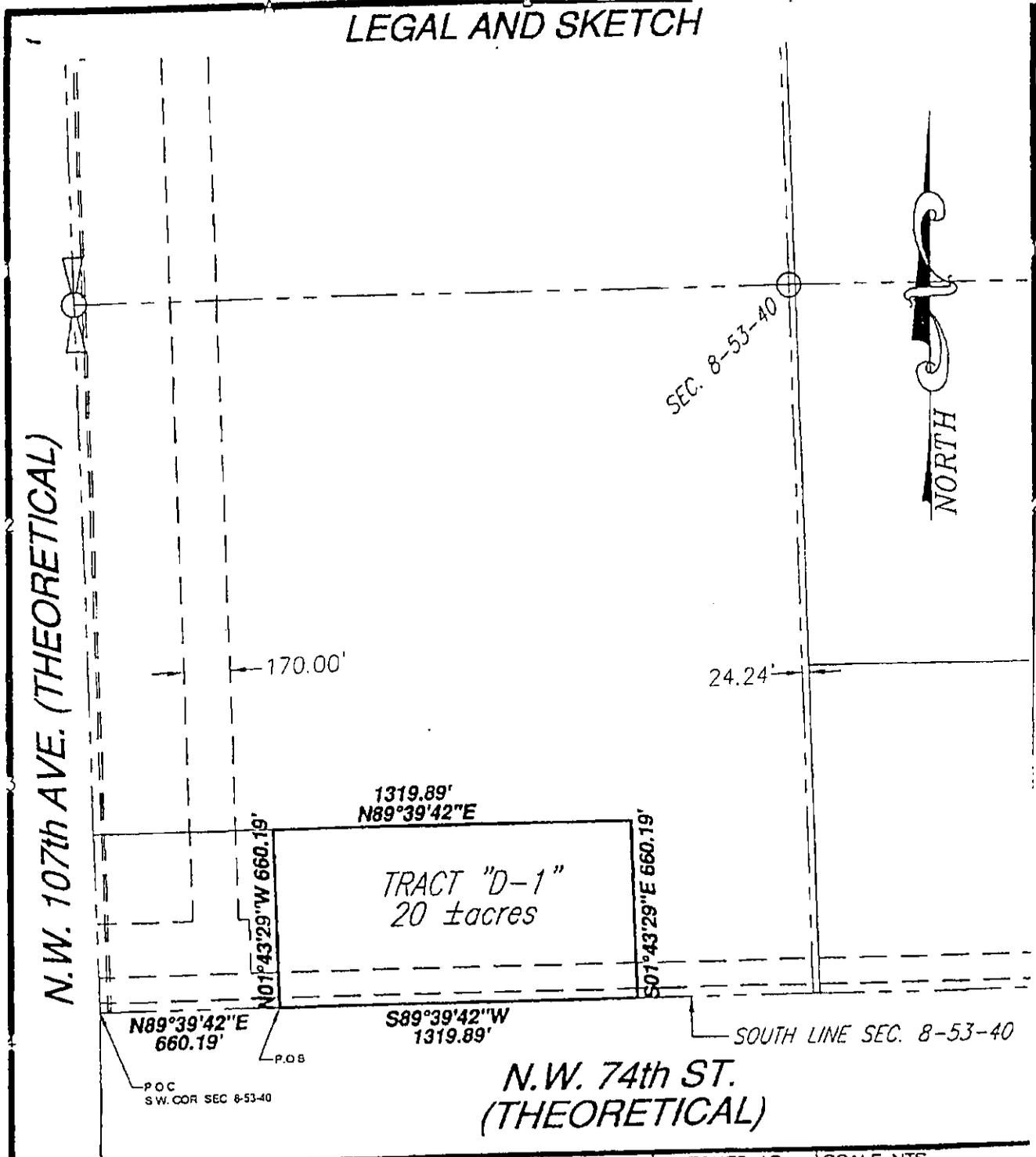
PROJ. NO: 2004 20 DATE: 04-21-2004 DRAWN: SS CHECKED: AS SCALE: AS SHOWN

LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "D-1"
 SHEET 1 OF 2 SHEETS

\\SERVER\GIS\Projects\2004\2004.dwg\2004 20.dwg 04/22/2004 10:02:53 AM EDT

LEGAL AND SKETCH



PROJ. NO: 2004 20 DATE: 04-21-2004 DRAWN: SS CHECKED: AS SCALE: NTS



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 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "D-1"
 SHEET 2 OF 2 SHEETS

\\server\p\Projects\2004 20\dwg\2004 20.dwg 04/22/2004 09:51:07 AM EDT

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

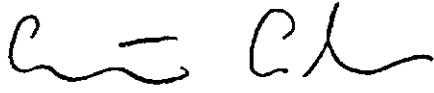
TRACT "D-2"

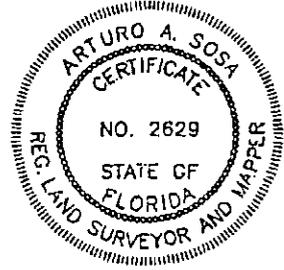
A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Begin at the Southwest corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N01°43'30"W along the West line of said Section 8 for a distance of 660.19 feet; thence N89°39'42"E for a distance of 660.19 feet; thence S01°43'30"E for a distance of 660.19 feet to a point on the South line of said Section 8; thence S89°39'42"W along said South line of said Section 8 for a distance of 660.19 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: AS SHOWN

LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "D-2"
 SHEET 1 OF 2 SHEETS

\\SERV\H\PL\proj\2004\2004-04-21-2004\100253.AM (1)

LEGAL AND SKETCH

(THEORETICAL)
N.W. 107th AVE.

40.00'

170.00'

660.19'
N89°39'42"E

N01°43'29"W 660.19'

TRACT D-2

10 ± acres

S01°43'29"E 660.19'

S89°39'42"W
660.19'

P.O.B.
S.W. COR. SEC. 8-53-40

N.W. 74th ST.
(THEORETICAL)



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: NTS



LUDOVICI & ORANGE

CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "D-2"

SHEET 2 OF 2 SHEETS

\\SERVER\Projects\2004 20\Jug\2004 20\04 21 2004 09 34 07 AM L01

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

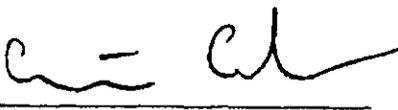
TRACT "E"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida, being more particularly described as follows:

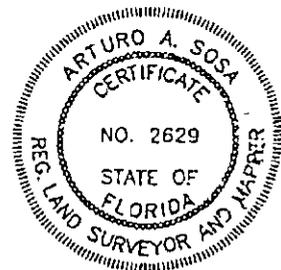
Begin at the Southeast corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence S89°39'42"W along the South line of said Section 8 for a distance of 2,608.82 feet; thence N01°44'23"W for a distance of 1,220.00 feet; thence N89°39'42"E for a distance of 2,608.82 feet to a point on the East line of said Section 8; thence S01°44'23"E along the East line of said Section 8 for a distance of 1,220.00 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida



PROJ. NO: 2004 20 DATE: 04-21-2004 DRAWN: SS CHECKED: AS SCALE: AS SHOWN



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

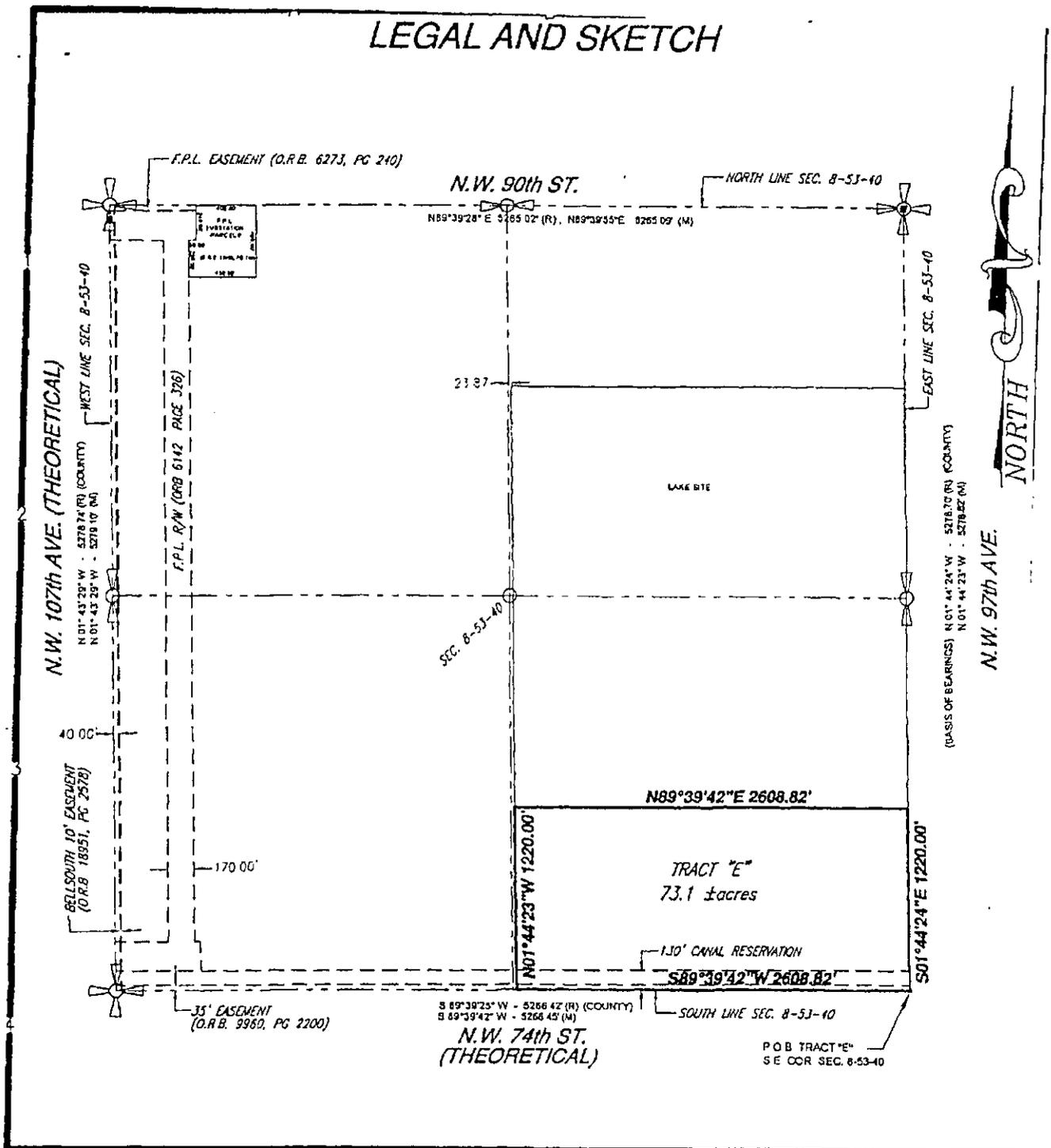
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "E"

SHEET 1 OF 2 SHEETS

\\SERVER\PROJECTS\2004 2004\0421\04 20\04 04\22\2004 100233 AR C01

LEGAL AND SKETCH



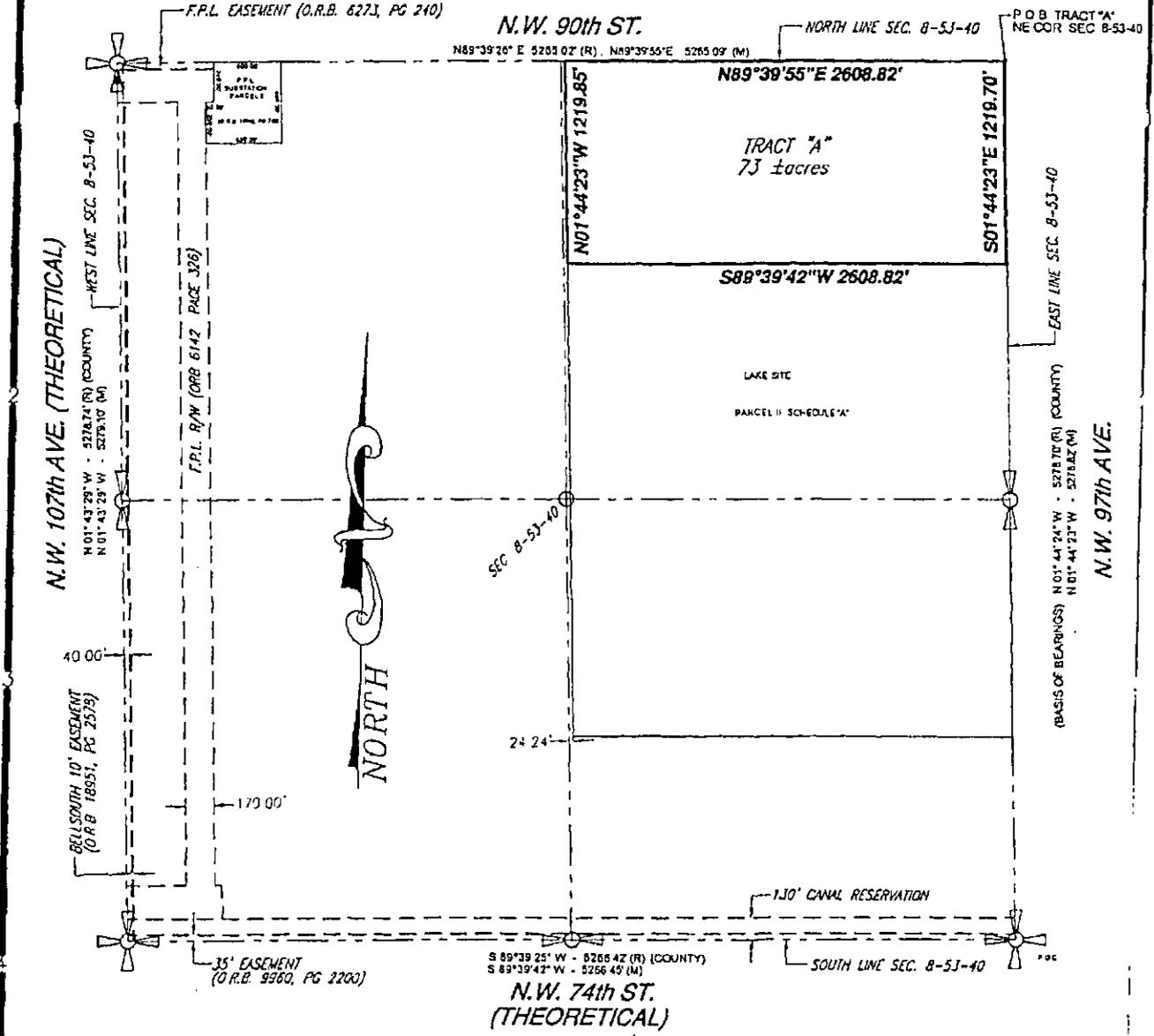
PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: NTS

LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "E"
 SHEET 2 OF 2 SHEETS

\\SEM\RA\Projects\2004\2004-04-21-2004 2004-04-22-2004 08:59:11 AM L01

LEGAL AND SKETCH



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: NTS

LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "A"
 SHEET 2 OF 2 SHEETS

\\SEMPLR\Projects\2004 20\eng\2004 20.dwg 04/22/2004 08:59:11 AM EDI

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

TRACT "B"

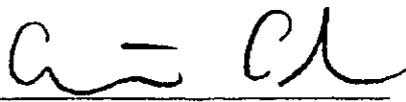
A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Begin at the NW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'55"E along the North line of said Section 8 for a distance of 570.17 feet; thence S01°43'29"E for a distance of 240.00 feet; thence S89°39'55"W for a distance of 50.00 feet; thence S01°43'29"E for a distance of 250.00 feet; thence N89°39'55"E for a distance of 450.00 feet; thence N01°43'29"W for a distance of 490.00 feet; thence N89°39'55"E along the North line of said Section 8 for a distance of 1685.98 feet; thence S01°44'23"E for a distance of 3358.50 feet; thence S89°39'55"W for a distance of 2657.13 feet to a point on the West line of said Section 8; thence N01°43'30"W along the West line of said section 8 for a distance of 3358.48 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By:



Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida



PROJ. NO: 2004 20

DATE: 04-21-2004

DRAWN: SS

CHECKED: AS

SCALE: AS SHOWN



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "B"

SHEET 1 OF 2 SHEETS

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LEGAL AND SKETCH

TRACT C

SURVEYOR'S NOTES:

1. Bearings are based on the West line of Section 8-53-40 (N01°43'29"W).
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey.

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

COMMENCE at the SW corner of said Section 8-53-40; thence N01°43'29"W along the West line of said Section 8 for a distance of 730.21 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue N01°43'29"W along said line for a distance of 1190.41 feet; thence N89°39'25"E for a distance of 165.91 feet; thence S01°44'24"E for a distance of 1190.42 feet; thence S89°39'25"W for a distance of 1966.23 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: _____

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

ROJ. NO: 2004 20

DATE: 2-1-2005

DRAWN: CM

CHECKED: AS

SCALE: AS NOTED



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

**LEGAL &
SKETCH**

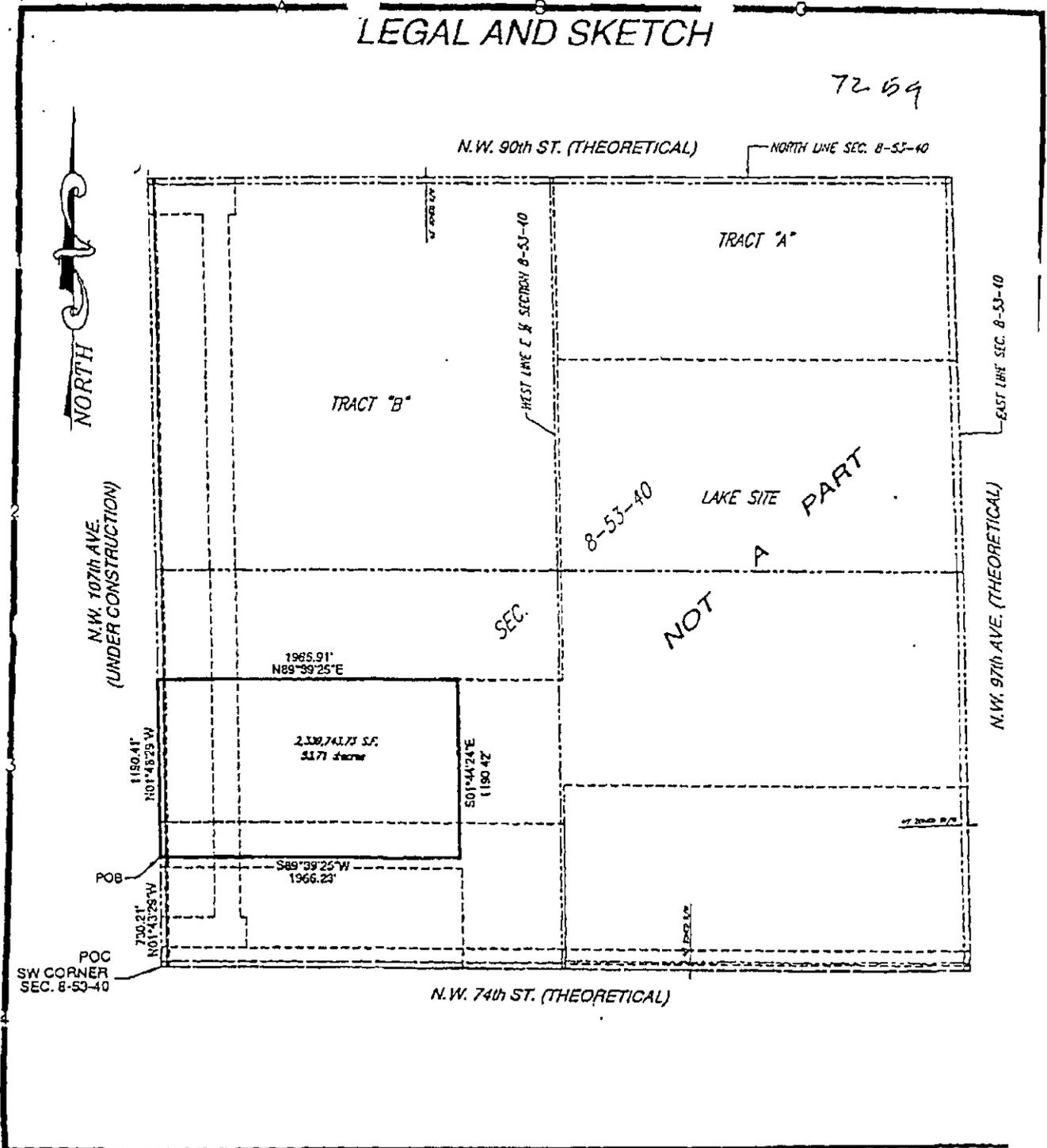
SHEET 1 OF 2 SH

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TRACT C ①

LEGAL AND SKETCH

7259



PROJECT NO: 2004-20 DATE: 3-16-2005 DRAWN: CM CHECKED: AS SCALE: NTS

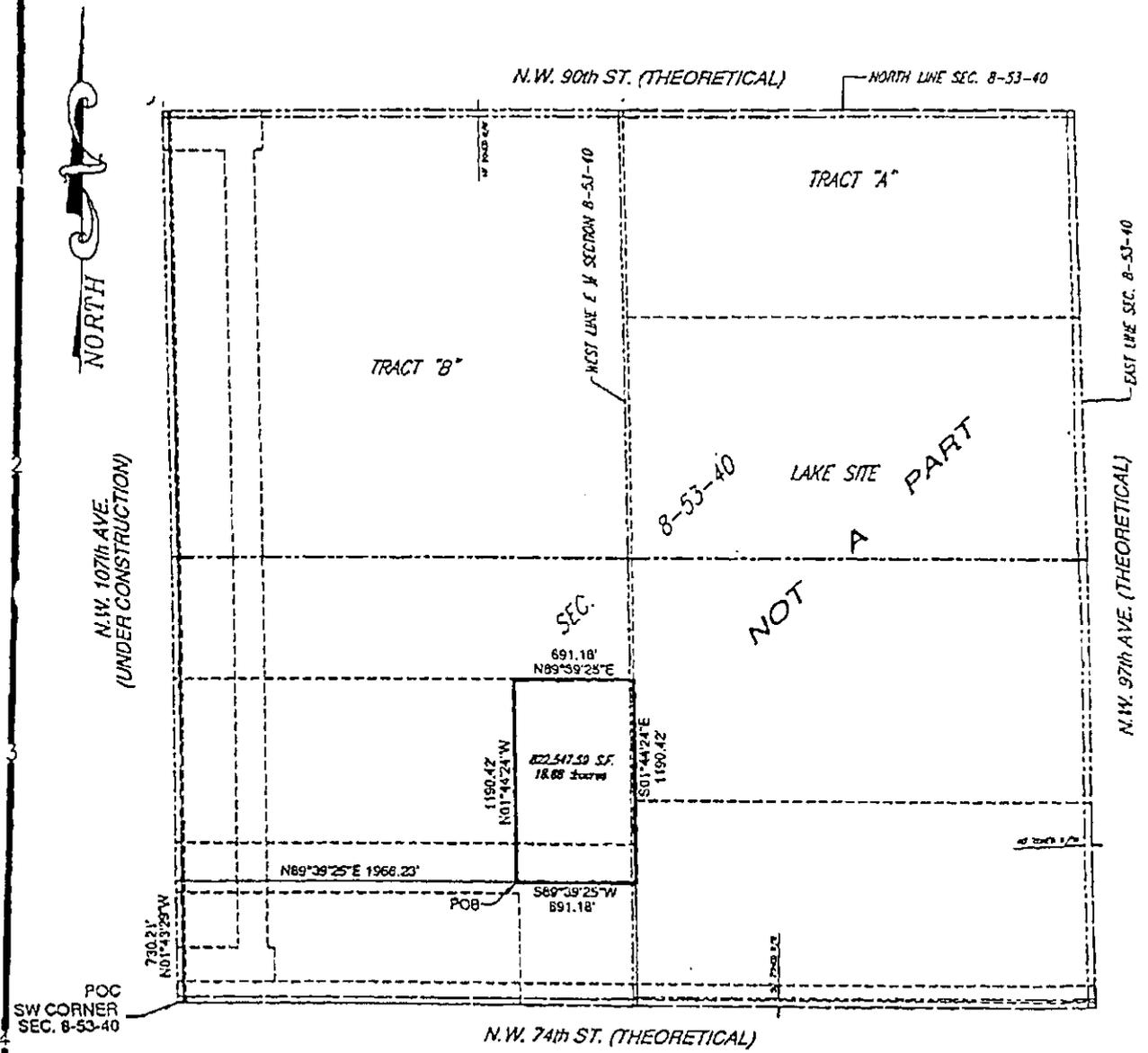
LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 - LB 1012

LEGAL & SKETCH
 SHEET 2 OF 2 SHEETS

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TRACT C (2)

LEGAL AND SKETCH



PROJECT NO: 2004-20 DATE: 3-16-2005 DRAWN: CM CHECKED: AS SCALE: NTS

LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

LEGAL & SKETCH
 SHEET 2 OF 2 SHEETS

TRACT C

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the West line of Section 8-53-40 (N01°43'29"W).
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey.

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida.
Being more particularly described as follows:

COMMENCE at the SW corner of said Section 8-53-40; thence N01°43'29"W along the West line of said Section 8 for a distance of 730.21 feet; thence N89°39'25"E for a distance of 1966.23 to the POINT OF BEGINNING of the following described parcel of land; thence N01°44'24"W along said line for a distance of 1190.42 feet; thence N89°39'25"E for a distance of 691.18 feet; thence S01°44'24"E for a distance of 1190.42 feet; thence S89°39'25"W for a distance of 691.18 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: _____

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

ROJ. NO: 2004 20 | DATE: 2-1-2005 | DRAWN: CM | CHECKED: AS | SCALE: AS NOTED



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

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LEGAL & SKETCH

SHEET 1 OF 2 S

\\SUNBERRY\PLAT\p\2004\2004-20\NAD\021644\2004-20\NAD\021644\3/16/2005-3:27:44 PM EST

TRACT C

EXHIBIT 'C'

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

TRACT "B"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Begin at the NW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'55"E along the North line of said Section 8 for a distance of 570.17 feet; thence S01°43'29"E for a distance of 240.00 feet; thence S89°39'55"W for a distance of 50.00 feet; thence S01°43'29"E for a distance of 250.00 feet; thence N89°39'55"E for a distance of 450.00 feet; thence N01°43'29"W for a distance of 490.00 feet; thence N89°39'55"E along the North line of said Section 8 for a distance of 1685.98 feet; thence S01°44'23"E for a distance of 3358.50 feet; thence S89°39'55"W for a distance of 2657.13 feet to a point on the West line of said Section 8; thence N01°43'30"W along the West line of said section 8 for a distance of 3358.48 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida



PROJ. NO: 2004 20	DATE: 04-21-2004	DRAWN: SS	CHECKED: AS	SCALE: AS SHOWN
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LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "B"

SHEET 1 OF 2 SHEET!

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LEGAL AND SKETCH

P.O.B. TRACT "B"
NW COR. SEC. 8-53-40

(THEORETICAL)
N.W. 90th ST.

NORTH LINE SEC. 8-53-40

N.W. 107th AVE. (THEORETICAL)

WEST LINE SEC. 8-53-40

N 01° 43' 29" W - 5278.74' (R) (COUNTY)
N 01° 43' 29" W - 5279.10' (M)

N 01° 43' 29" W 3358.48'

F.P.L. R/W (ORB 6142 PAGE 326)

S 01° 43' 29" E 250.00'

N 89° 39' 55" E 450.00'

N 89° 39' 55" E 570.17'

S 01° 43' 29" E 240.00'

S 89° 39' 55" W 50.00'

N 89° 39' 55" E 1685.98'

N 01° 43' 12" W 490.00'

TRACT "B"
199.99 ± acres



S 01° 44' 23" E 3358.50'

SEC. 8-53-40

S 89° 39' 55" W 2657.13'

40 00'

170.00'

24 24'

PROJ. NO: 2004 20 DATE: 04-21-2004 DRAWN: SS CHECKED: AS SCALE: NTS



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

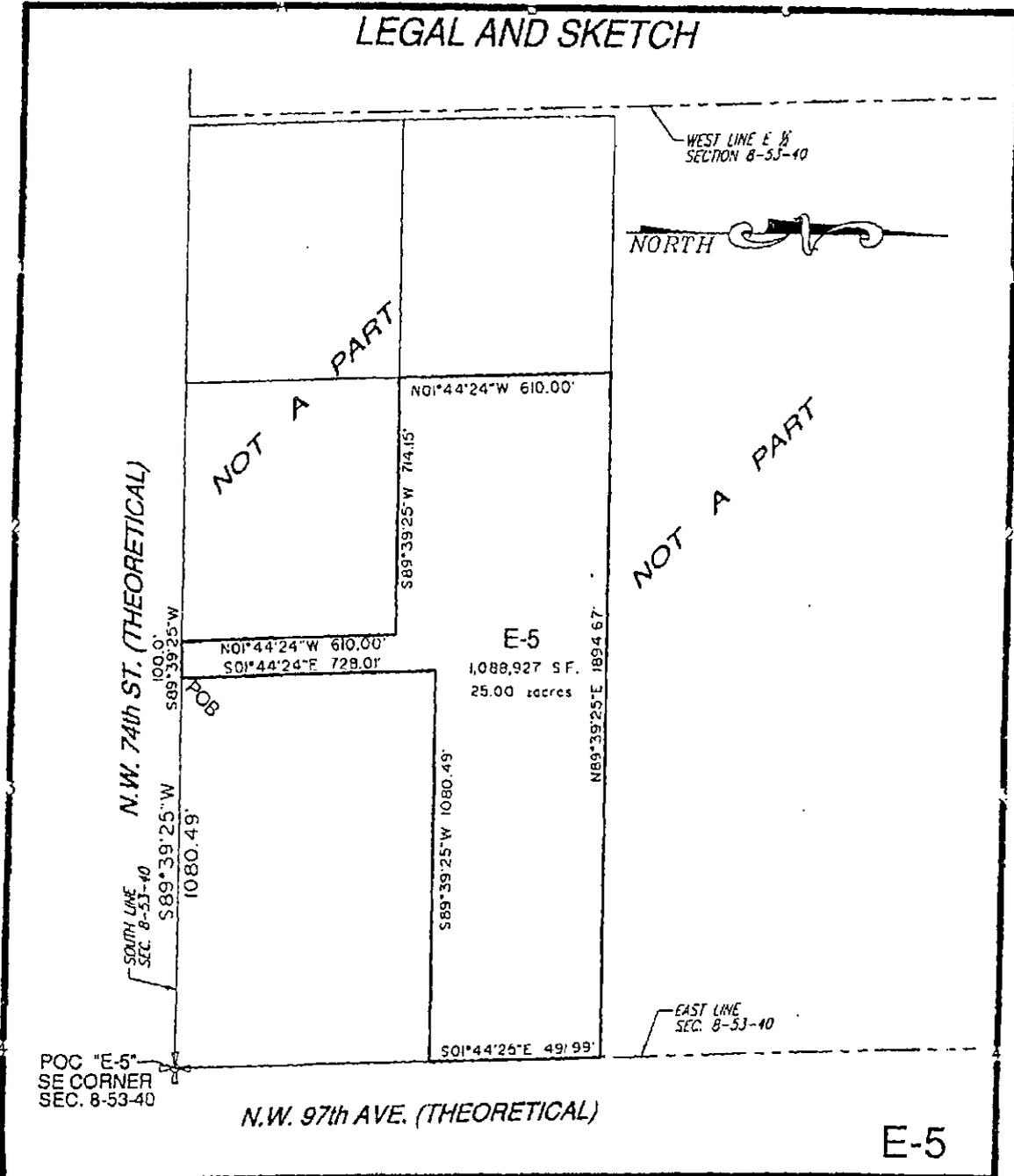
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "B"

SHEET 2 OF 2 SHEETS

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LEGAL AND SKETCH



PROJ. NO: 2004 20	DATE: 5-6-2005	DRAWN: BBL	CHECKED: AS	SCALE: NTS
 LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012				LEGAL & SKETCH SHEET 2 OF 2 SHEETS

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the South line of Section 8-53-40 (S89°39'25"W).
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey.

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

COMMENCE at the SE corner of said Section 8; thence S89°39'25"W along the South line of said Section 8 for a distance of 1080.49 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue S89°39'25"W along said line for a distance of 100.00 feet; thence N01°44'24"W for a distance of 610.00 feet; thence S89°39'25"W for a distance of 714.15 feet; thence N01°44'24"W for a distance of 810.00 feet; thence N89°39'25"E for a distance of 1894.67 feet to a point of intersection with the East line of said Section 8; thence S01°44'25"E along the said line for a distance of 491.99 feet; thence S89°39'25"W for a distance of 1080.49 feet; thence S01°44'24"E for a distance of 728.01 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: _____
 Anuro A. Sosa
 Surveyor and Mapper 2629
 State of Florida

E-5

PROJ. NO: 2004 20 | DATE: 2-1-2005 | DRAWN: CM | CHECKED: AS | SCALE: AS NOTED



LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.

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LEGAL & SKETCH

SHEET 1 OF 2 SHEETS

EXHIBIT E

(APPROXIMATE SCHEDULE OF DEVELOPMENT FOR SECTION 8 RESIDENTIAL LANDS)

Start Development

	January 2006	January 2007	January 2008	January 2009	January 2010	January 2011	January 2012
	<u>Number of Units*</u>	<u>Number of Units*</u>	<u>Number of Units*</u>	<u>Number of Units*</u>	<u>Number of Units*</u>	<u>Number of Units*</u>	<u>Number of Units*</u>
<u>Dwelling Units</u>	228 d.u.	232 d.u.					

* The number of units is cumulative and may be carried over to subsequent years.

EXHIBIT F

(SCHEDULE OF ROADWAY IMPROVEMENTS)

DEVELOPMENT THRESHOLDS	ROADWAY IMPROVEMENTS REQUIRED
PRIOR TO CERTIFICATE OF USE AND OCCUPANCY FOR FIRST DWELLING UNIT WITHIN TRACT A	COMPLETION OF THE SOUTHERN PORTION OF NW 90 TH STREET, AS A TWO LANE ROAD OF A FUTURE 4-LANE ROADWAY, FROM NW 97 TH AVENUE TO NW 107 TH AVENUE
PRIOR TO CERTIFICATE OF USE AND OCCUPANCY FOR FIRST DWELLING UNIT WITHIN THE TND PROPERTY AND TRACT D	COMPLETION OF NW 107 TH AVENUE AS A 4-LANE ROADWAY IN FRONT OF THE TND PROPERTY
PRIOR TO CERTIFICATE OF USE AND OCCUPANCY FOR FIRST DWELLING UNIT WITHIN THE TND PROPERTY AND TRACT C	COMPLETION OF NW 107 TH AVENUE AS A 4-LANE ROADWAY, FROM NW 90 TH STREET TO NW 74 TH STREET
PRIOR TO A CERTIFICATE OF USE AND OCCUPANCY FOR ANY DWELLING UNIT WITHIN THE TND PROPERTY	COMPLETION OF NW 107 TH AVENUE AS A 2-LANE ROAD OF A FUTURE 4-LANE ROADWAY FROM NW 74 TH STREET TO NW 41 ST STREET.
PRIOR TO A CERTIFICATE OF USE AND OCCUPANCY FOR ANY DWELLING UNIT WITHIN TRACT E	COMPLETION OF NW 74 TH STREET AS A 3-LANE ROAD OF A FUTURE 6-LANE ROADWAY, FROM NW 97 TH AVENUE TO HEFT

2830998_v2

SURVEYOR'S NOTES:

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2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

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POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

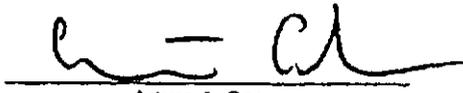
TRACT "C"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Commence at the SW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'42"E along the South line of said Section 8 for a distance of 1,980.08 feet to the POINT OF BEGINNING of the following described parcel of land; thence N01°43'29"W for a distance of 660.19 feet; thence S89°39'42"W for a distance of 1980.08 feet to a point on the West line of said Section 8; thence N01°43'29"W along the West line of said Section 8 for a distance of 1260.43 feet; thence N89°39'55"E for a distance of 2657.13 feet; thence S01°44'23"E for a distance of 1920.47 feet; thence S89°39'42"W for a distance of 677.55 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida



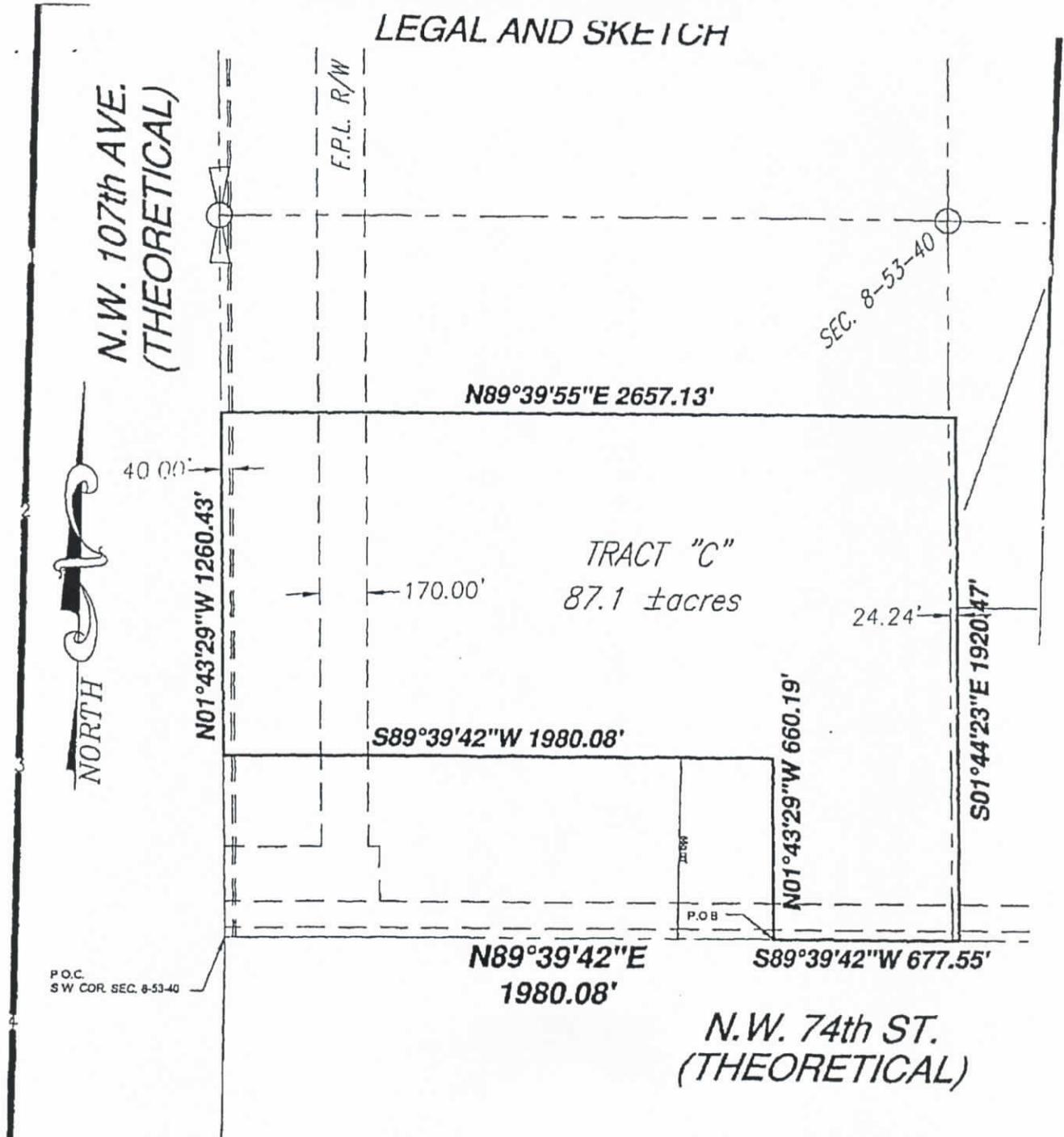
PROJ. NO: 2004 20	DATE: 04-21-2004	DRAWN: SS	CHECKED: AS	SCALE: AS SHOWN
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 **LUDOVICI & ORANGE**
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "C"
 SHEET 1 OF 2 SHEETS

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LEGAL AND SKETCH



PROJ. NO: 2004 20	DATE: 04-21-2004	DRAWN: SS	CHECKED: AS	SCALE: NTS
 LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012				TRACT C SHEET 2 OF 2 SHEETS

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LEGAL AND SKETCH

SURVEYOR'S NOTES:

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LEGEND:

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POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

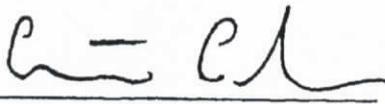
TRACT "D-1"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Commence at the SW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'42"E along the South line of said Section 8 for a distance of 660.19 feet to the POINT OF BEGINNING; thence N01°43'30"W for a distance of 660.19 feet; thence N89°39'42"E for a distance of 1319.89 feet; thence S01°43'30"E for a distance of 660.19 feet to a point on the South line of said Section 8; thence S89°39'42"W along the South line of said Section 8 for a distance of 1319.89 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida



PROJ. NO: 2004 20	DATE: 04-21-2004	DRAWN: SS	CHECKED: AS	SCALE: AS SHOWN
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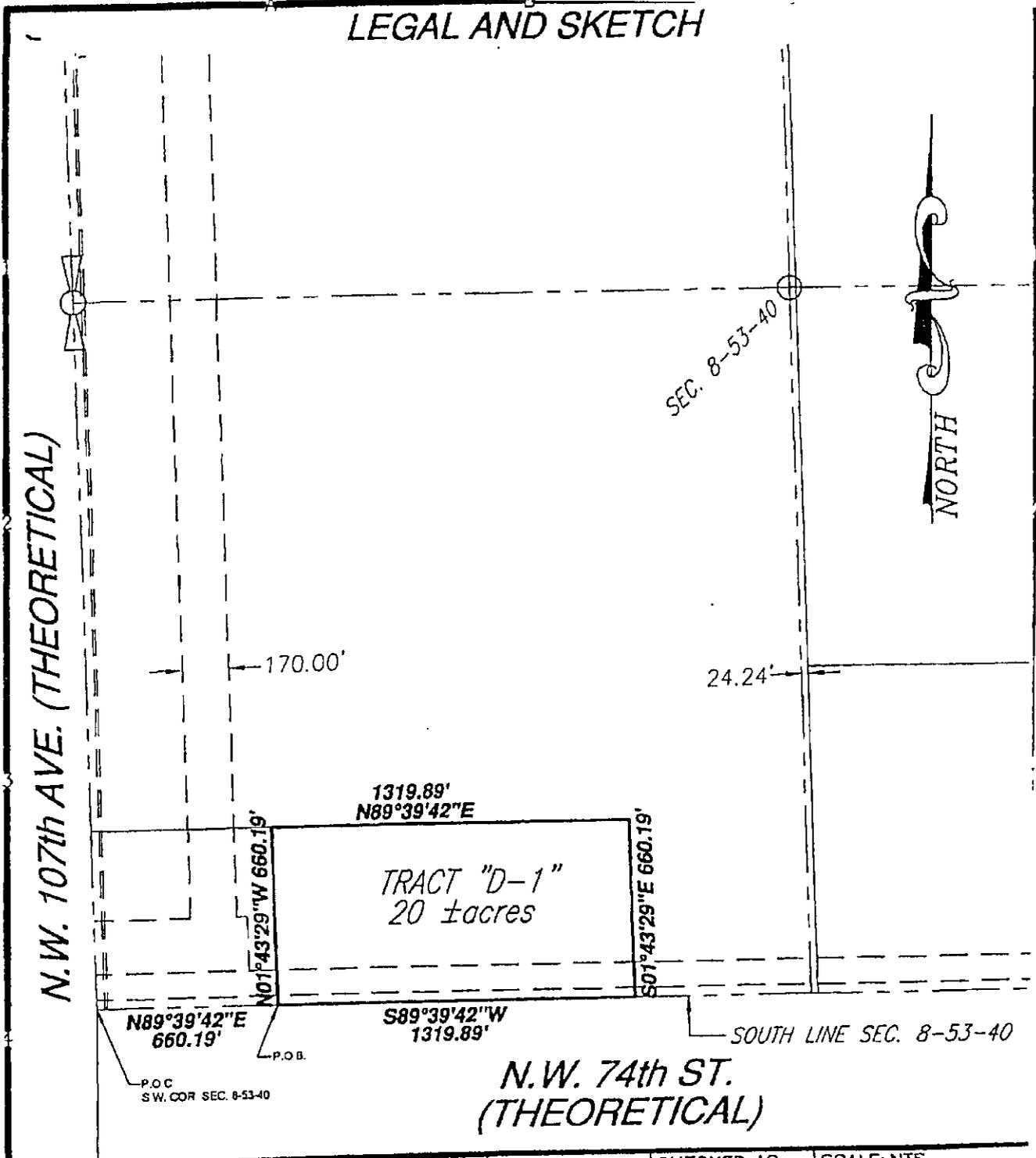
LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "D-1"

SHEET 1 OF 2 SHEETS

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LEGAL AND SKETCH



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: NTS

LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 328 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "D-1"
 SHEET 2 OF 2 SHEETS

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LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

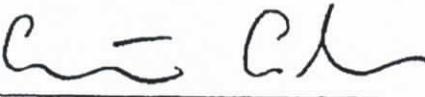
TRACT "D-2"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Begin at the Southwest corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N01°43'30"W along the West line of said Section 8 for a distance of 660.19 feet; thence N89°39'42"E for a distance of 660.19 feet; thence S01°43'30"E for a distance of 660.19 feet to a point on the South line of said Section 8; thence S89°39'42"W along said South line of said Section 8 for a distance of 660.19 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: AS SHOWN



LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "D-2"

SHEET 1 OF 2 SHEETS

LEGAL AND SKETCH

(THEORETICAL)
N.W. 107th AVE.

40.00'

170.00'

660.19'
N89°39'42"E

N01°43'29"W 660.19'

TRACT D-2

10 ± acres

S01°43'29"E 660.19'

663.00'

S89°39'42"W
660.19'

P.O.B.
S.W. COR. SEC. 8-53-40

N.W. 74th ST.
(THEORETICAL)



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: NTS



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "D-2"

SHEET 2 OF 2 SHEETS

\\SERVER\Projects\2004 20\wg\2004 20.dwg 04/22/2004 09:54:07 AM EDI

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

TRACT "E"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida, being more particularly described as follows:

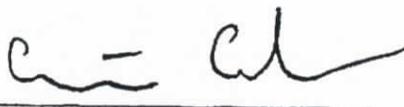
Begin at the Southeast corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence S89°39'42"W along the South line of said Section 8 for a distance of 2,608.82 feet; thence N01°44'23"W for a distance of 1,220.00 feet; thence N89°39'42"E for a distance of 2,608.82 feet to a point on the East line of said Section 8; thence S01°44'23"E along the East line of said Section 8 for a distance of 1,220.00 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.

Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: _____



Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida



PROJ. NO: 2004 20

DATE: 04-21-2004

DRAWN: SS

CHECKED: AS

SCALE: AS SHOWN



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

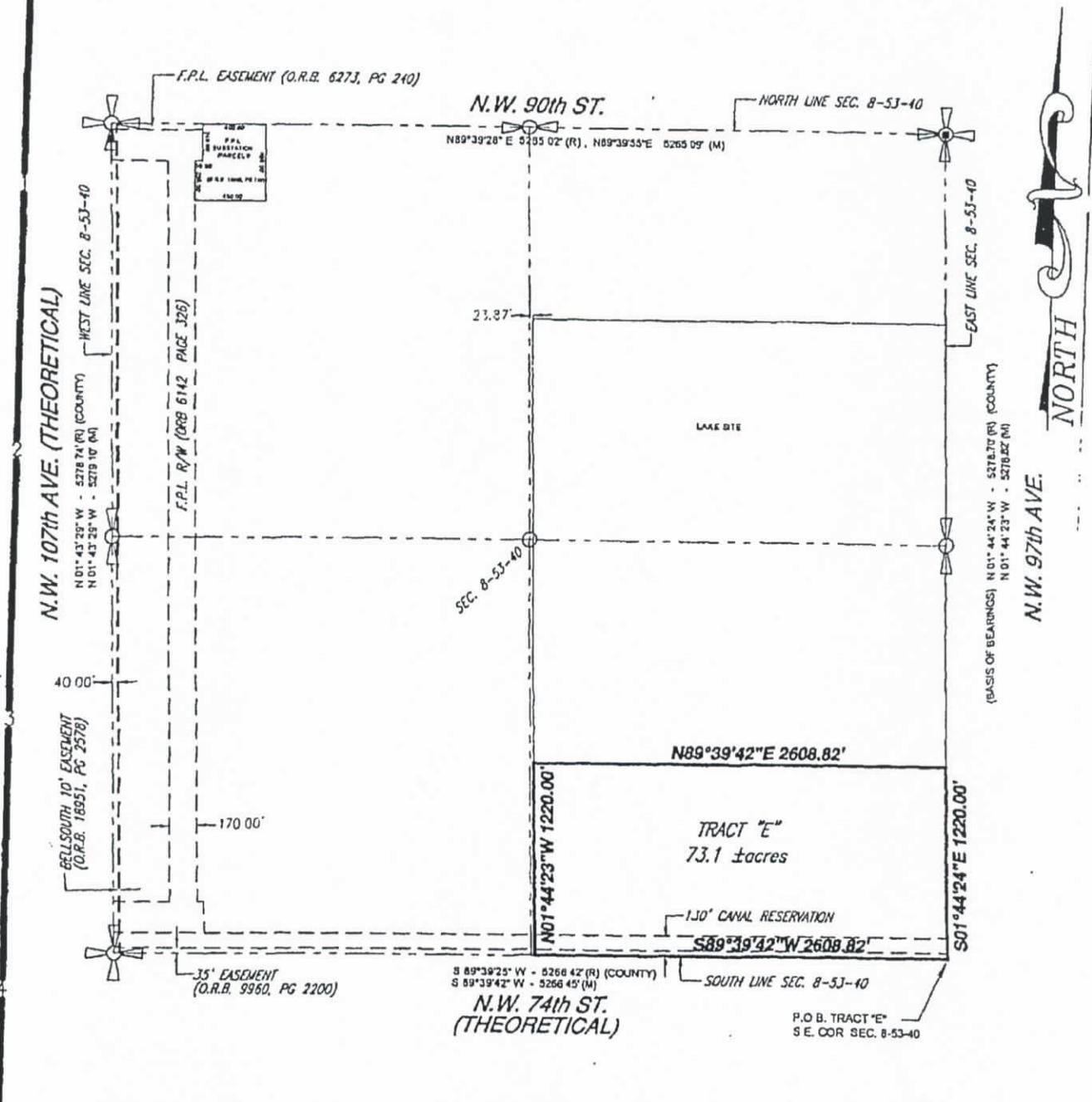
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "E"

SHEET 1 OF 2 SHEETS

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LEGAL AND SKETCH



PROJ. NO: 2004 20	DATE: 04-21-2004	DRAWN: SS	CHECKED: AS	SCALE: NTS
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LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "E"
 SHEET 2 OF 2 SHEETS

\\SERV2R\proj\projects\2004 2004-g\2004 2004\04/20/2004 08:59:11 AM LOT

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

TRACT "A"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence S01°44'23"E along the East line of said Section 8 for a distance of 1,219.70 feet; thence S89°39'42"W for a distance of 2,608.82 feet; thence N01°44'23"W for a distance of 1,219.85 feet to a point on the North line of said Section 8; thence N89°39'55"E along the North line of said Section 8 for a distance of 2,608.82 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: _____

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida



PROJ. NO: 2004 20

DATE: 04-21-2004

DRAWN: SS

CHECKED: AS

SCALE: AS SHOWN



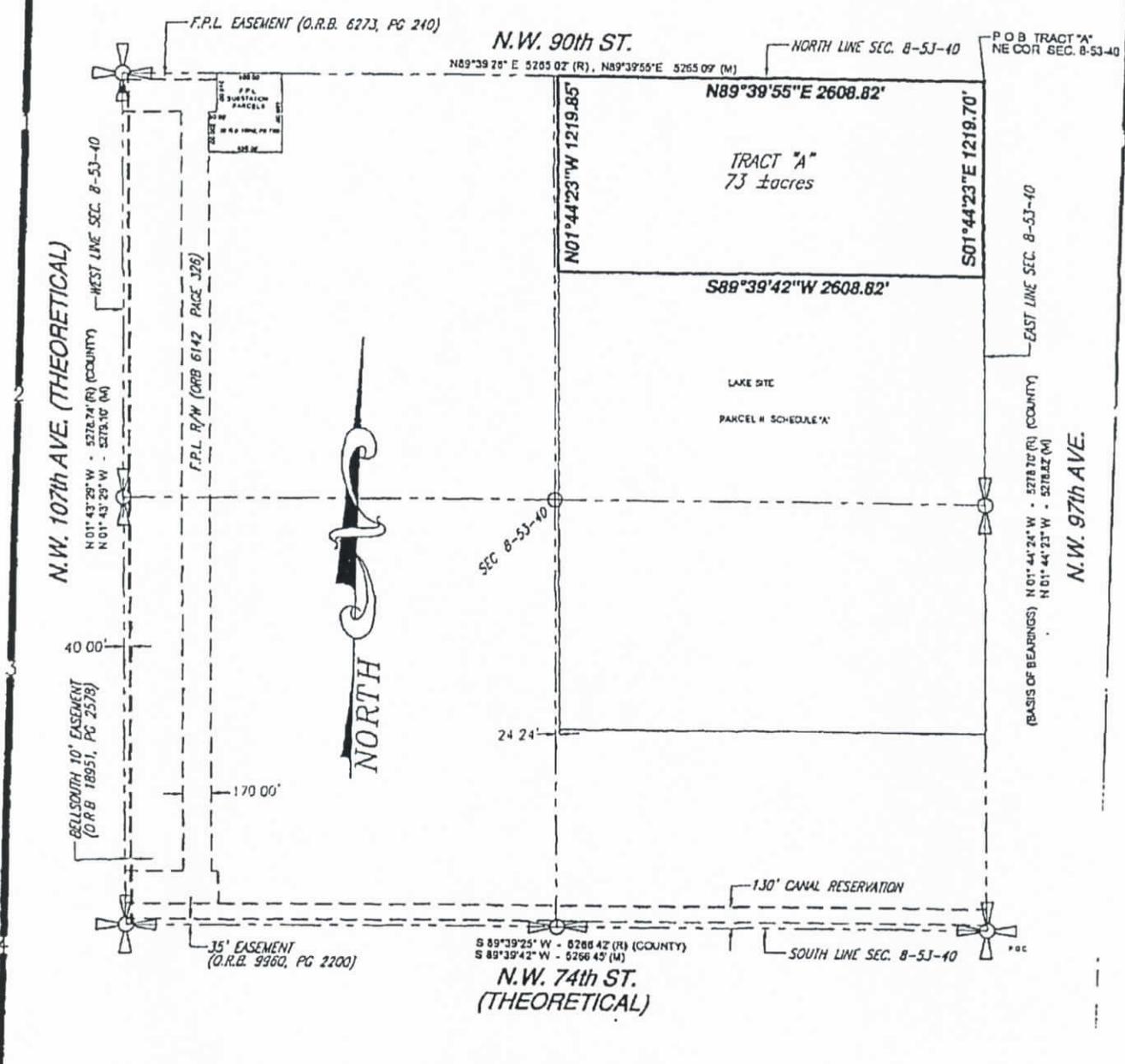
LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

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TRACT "A"

SHEET 1 OF 2 SHEETS

LEGAL AND SKETCH



PROJ. NO: 2004 20 DATE: 04-21-2004 DRAWN: SS CHECKED: AS SCALE: NTS

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TRACT "A"
 SHEET 2 OF 2 SHEETS

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LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

TRACT "B"

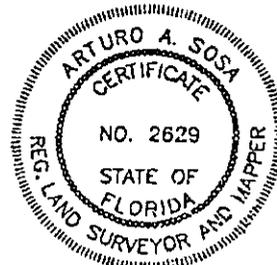
A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Begin at the NW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'55"E along the North line of said Section 8 for a distance of 570.17 feet; thence S01°43'29"E for a distance of 240.00 feet; thence S89°39'55"W for a distance of 50.00 feet; thence S01°43'29"E for a distance of 250.00 feet; thence N89°39'55"E for a distance of 450.00 feet; thence N01°43'29"W for a distance of 490.00 feet; thence N89°39'55"E along the North line of said Section 8 for a distance of 1685.98 feet; thence S01°44'23"E for a distance of 3358.50 feet; thence S89°39'55"W for a distance of 2657.13 feet to a point on the West line of said Section 8; thence N01°43'30"W along the West line of said section 8 for a distance of 3358.48 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida



PROJ. NO: 2004 20	DATE: 04-21-2004	DRAWN: SS	CHECKED: AS	SCALE: AS SHOWN
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LUDOVICI & ORANGE

CONSULTING ENGINEERS, INC.

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TRACT "B"

SHEET 1 OF 2 SHEETS

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LEGAL AND SKETCH

(THEORETICAL)

N.W. 90th ST.

P.O.B. TRACT "B"
NW COR. SEC. 8-53-40

NORTH LINE SEC. 8-53-40

N.W. 107th AVE. (THEORETICAL)

N 01° 43' 29" W - 5278.74' (R) (COUNTY)
N 01° 43' 29" W - 5279.10' (M)

WEST LINE SEC. 8-53-40

N 01° 43' 29" W 3358.48'

F.P.L. R/W (ORB 6142 PAGE 326)

S 01° 43' 29" E 250.00'

N 89° 39' 55" E 450.00'

N 89° 39' 55" E 570.17'

S 01° 43' 29" E 240.00'

S 89° 39' 55" W 50.00'

N 89° 39' 55" E 1685.98'

N 01° 43' 12" W 490.00'

TRACT "B"
199.99 ± acres



S 01° 44' 23" E 3358.50'

SEC. 8-53-40

S 89° 39' 55" W 2657.13'

40.00'

170.00'

24.24'

PROJ. NO: 2004 20 DATE: 04-21-2004 DRAWN: SS CHECKED: AS SCALE: NTS

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TRACT "B"
SHEET 2 OF 2 SHEETS

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LEGAL AND SKETCH

TRACT C

SURVEYOR'S NOTES:

1. Bearings are based on the West line of Section 8-53-40 (N01°43'29"W).
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey.

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida.
Being more particularly described as follows:

COMMENCE at the SW corner of said Section 8-53-40; thence N01°43'29"W along the West line of said Section 8 for a distance of 730.21 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue N01°43'29"W along said line for a distance of 1190.41 feet; thence N89°39'25"E for a distance of 385.91 feet; thence S01°44'24"E for a distance of 1190.42 feet; thence S89°39'25"W for a distance of 1966.23 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: _____



Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

ROJ. NO: 2004 20 | DATE: 2-1-2005 | DRAWN: CM | CHECKED: AS | SCALE: AS NOTED



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

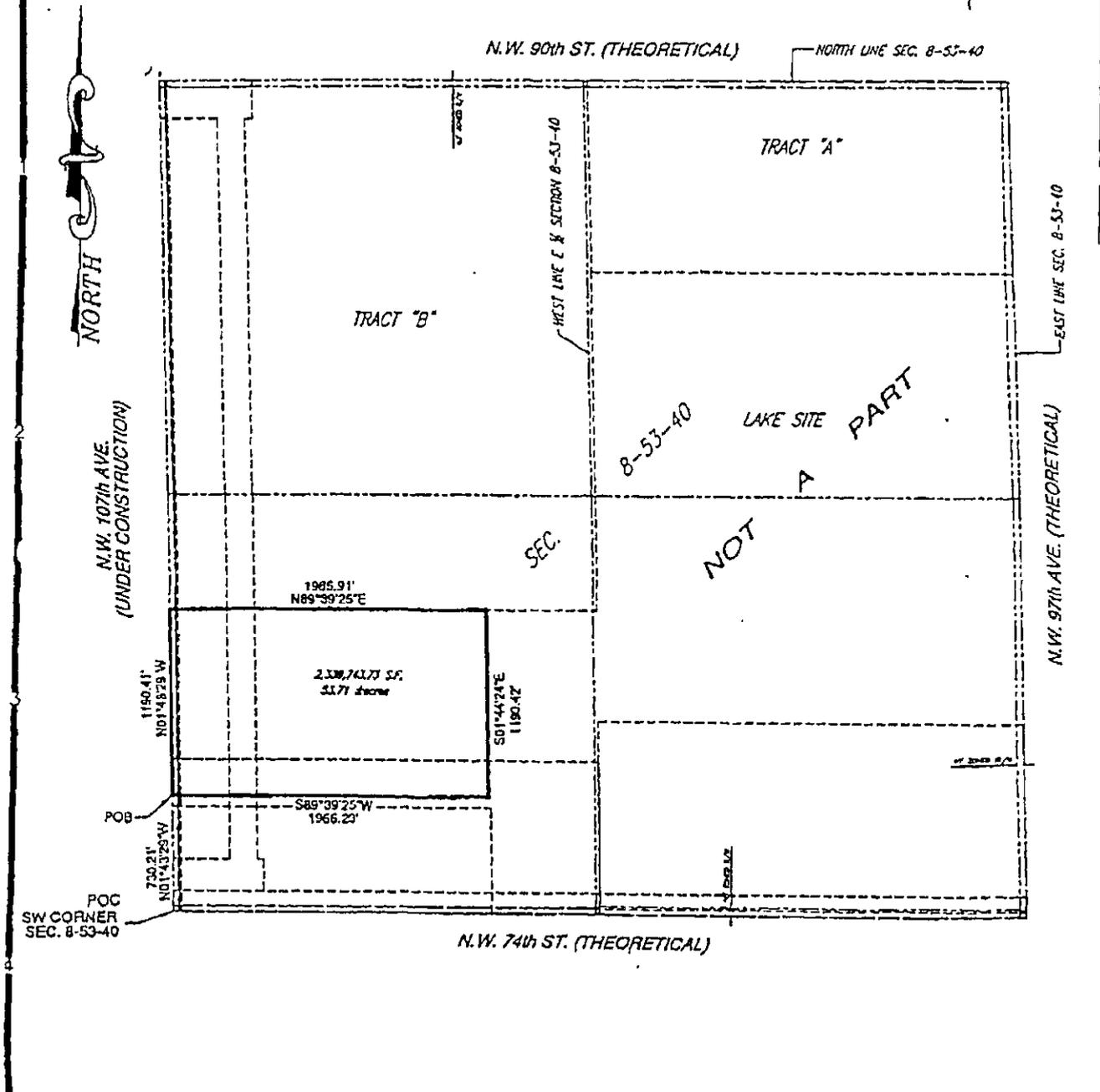
LEGAL & SKETCH
SHEET 1 OF 2 SH

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TRACT C ①

LEGAL AND SKETCH

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PROJECT NO: 2004-20 | DATE: 3-16-2005 | DRAWN: CM | CHECKED: AS | SCALE: NTS

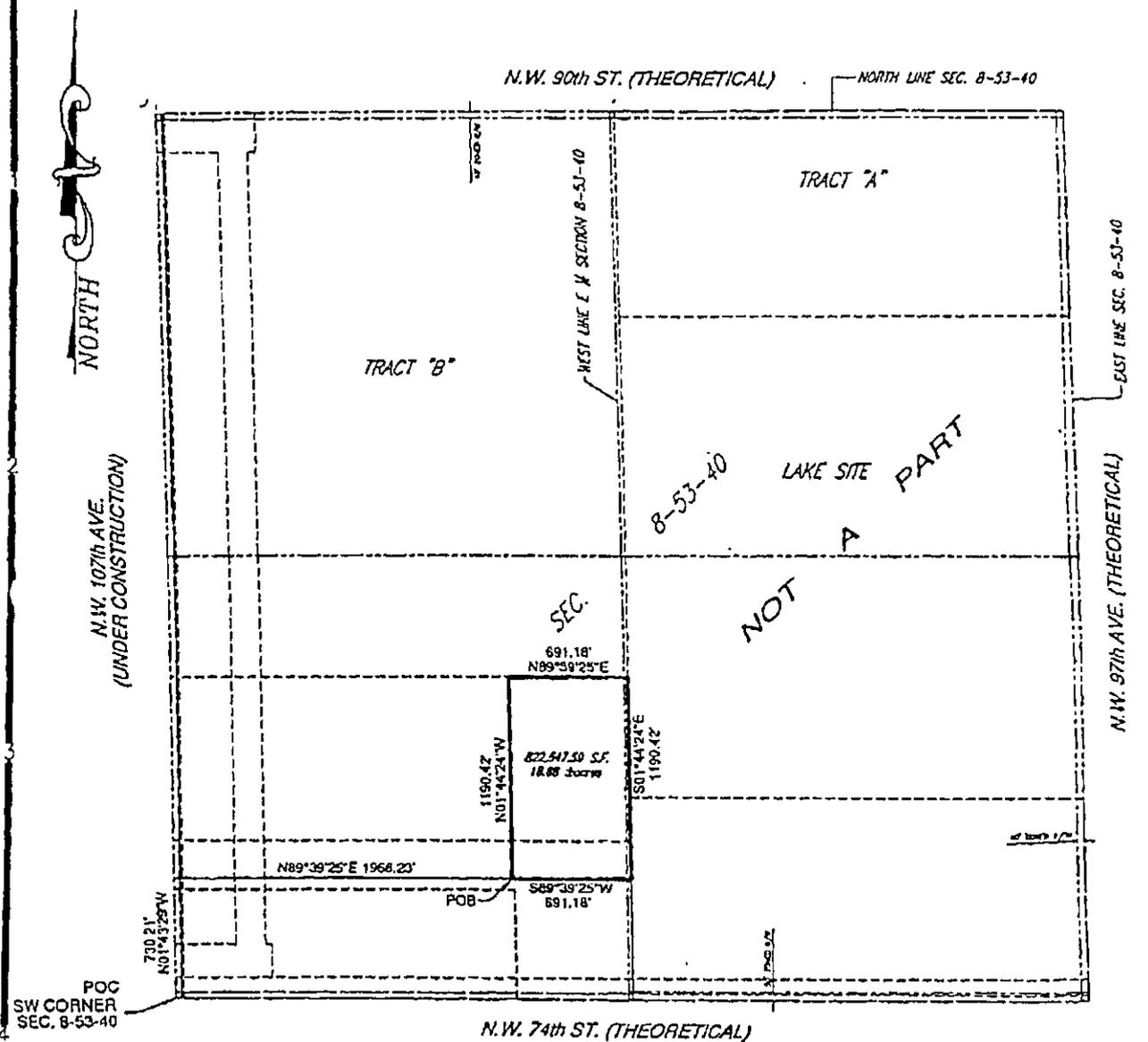
LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 - LB 1012

LEGAL & SKETCH
 SHEET 2 OF 2 SHE

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TRACT C (2)

LEGAL AND SKETCH



PROJECT NO: 2004-20	DATE: 3-16-2005	DRAWN: CM	CHECKED: AS	SCALE: NTS
 LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012				LEGAL & SKETCH SHEET 2 OF 2 SHEETS TRACT C

EXHIBIT C

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

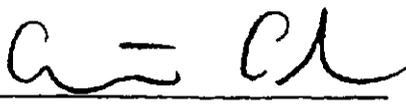
TRACT "B"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Begin at the NW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'55"E along the North line of said Section 8 for a distance of 570.17 feet; thence S01°43'29"E for a distance of 240.00 feet; thence S89°39'55"W for a distance of 50.00 feet; thence S01°43'29"E for a distance of 250.00 feet; thence N89°39'55"E for a distance of 450.00 feet; thence N01°43'29"W for a distance of 490.00 feet; thence N89°39'55"E along the North line of said Section 8 for a distance of 1885.98 feet; thence S01°44'23"E for a distance of 3358.50 feet; thence S89°39'55"W for a distance of 2657.13 feet to a point on the West line of said Section 8; thence N01°43'30"W along the West line of said section 8 for a distance of 3358.48 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida



PROJ. NO: 2004 20 DATE: 04-21-2004 DRAWN: SS CHECKED: AS SCALE: AS SHOWN



LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "B"
 SHEET 1 OF 2 SHEET!

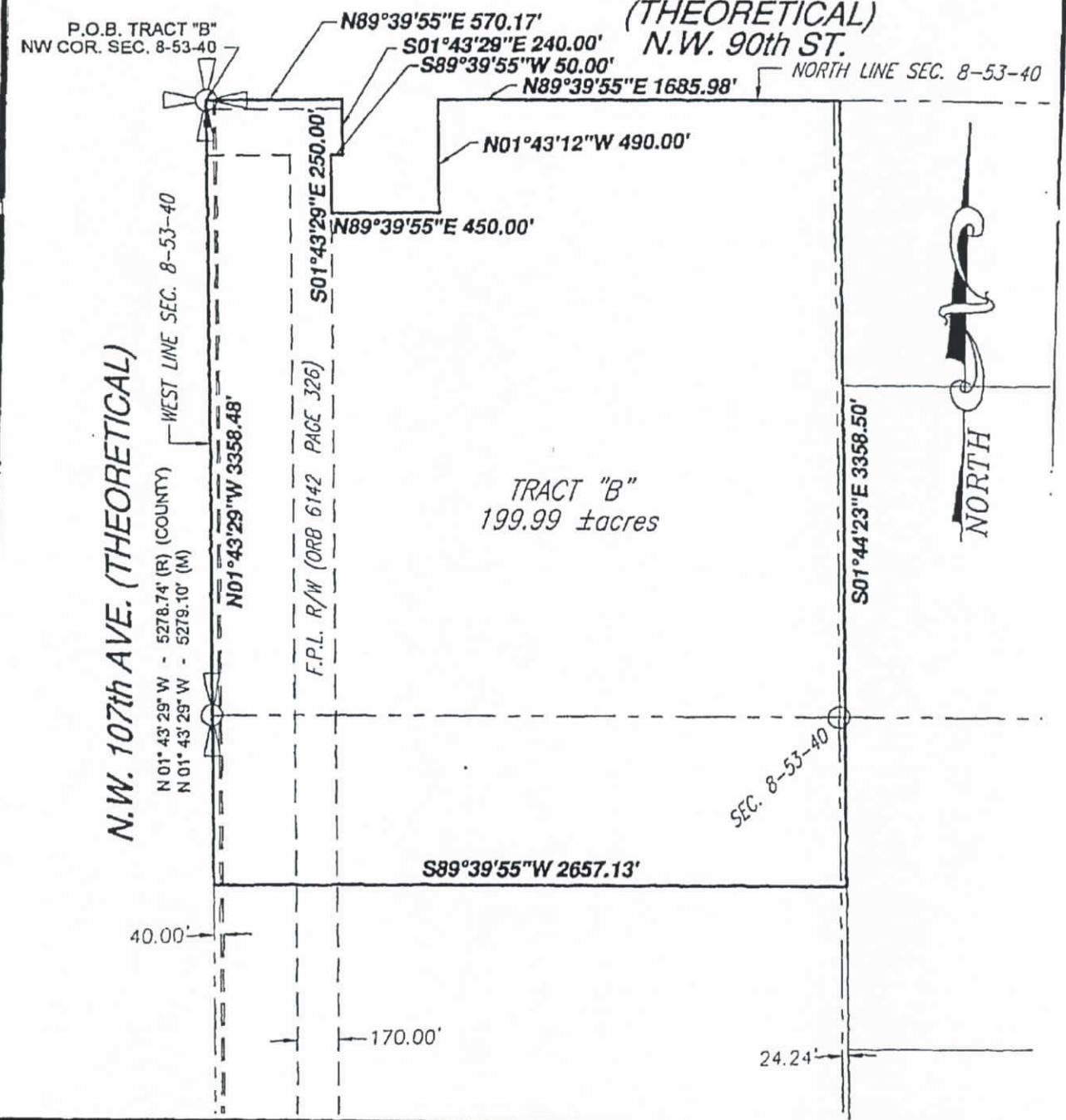
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LEGAL AND SKETCH

(THEORETICAL)

N.W. 90th ST.

P.O.B. TRACT "B"
NW COR. SEC. 8-53-40



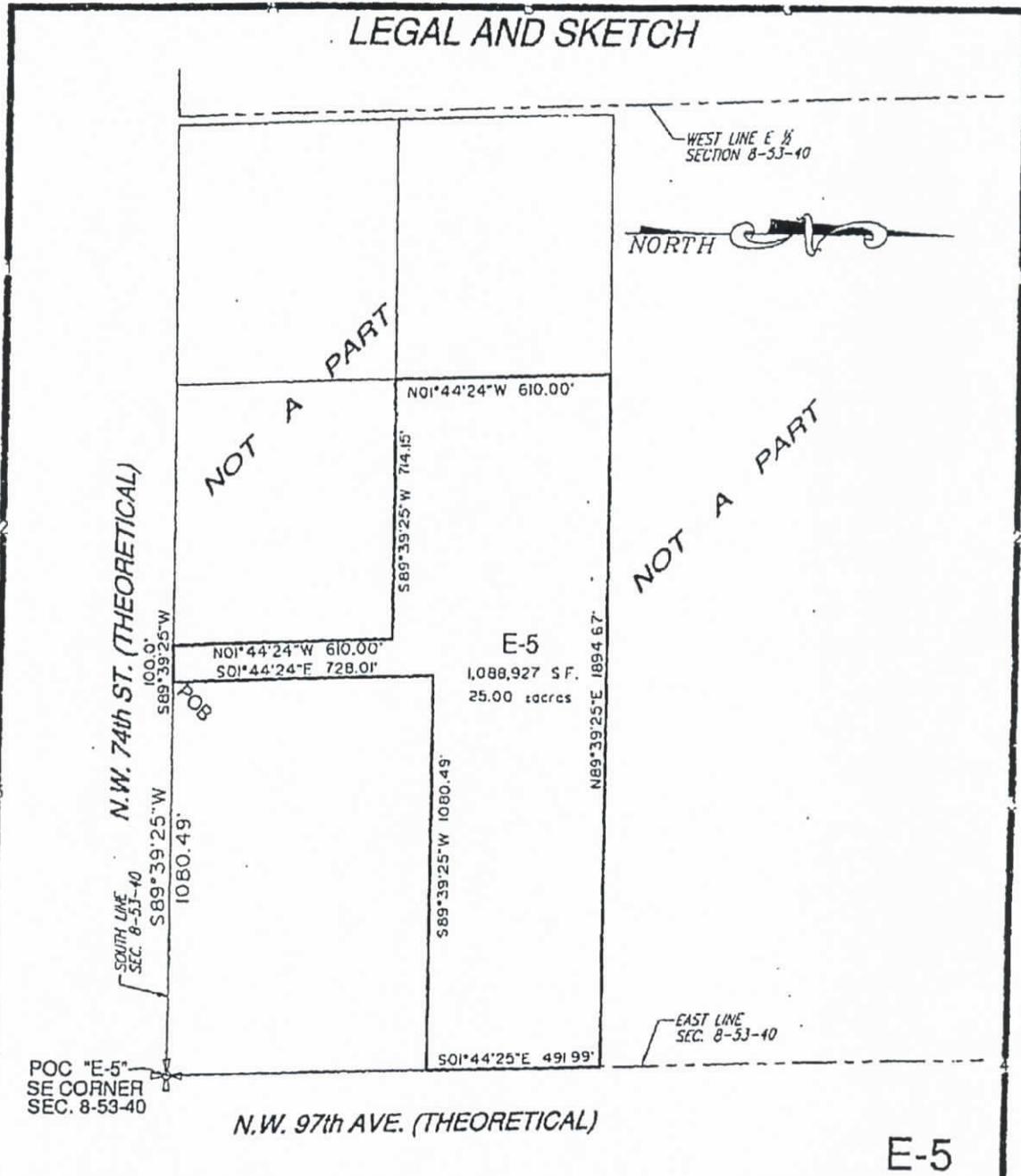
PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: NTS

LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "B"
SHEET 2 OF 2 SHEETS

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LEGAL AND SKETCH



PROJ. NO: 2004 20	DATE: 5-6-2005	DRAWN: BBL	CHECKED: AS	SCALE: NTS
 LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012				LEGAL & SKETCH SHEET 2 OF 2 SHEETS

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on the South line of Section 8-53-40 (S89°39'25"W).
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey.

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	RAW	Right of Way		

LEGAL DESCRIPTION:

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

COMMENCE at the SE corner of said Section 8; thence S89°39'25"W along the South line of said Section 8 for a distance of 1080.49 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue S89°39'25"W along said line for a distance of 100.00 feet; thence N01°44'24"W for a distance of 610.00 feet; thence S89°39'25"W for a distance of 714.15 feet; thence N01°44'24"W for a distance of 610.00 feet; thence N89°39'25"E for a distance of 1894.67 feet to a point of intersection with the East line of said Section 8; thence S01°44'25"E along the said line for a distance of 491.99 feet; thence S89°39'25"W for a distance of 1080.49 feet; thence S01°44'24"E for a distance of 728.01 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: _____
 Arturo A. Sosa
 Surveyor and Mapper 2629
 State of Florida

E-5

PROJ. NO: 2004 20 DATE: 2-1-2005 DRAWN: CM CHECKED: AS SCALE: AS NOTED



LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/446-1900 • LB 1012

LEGAL & SKETCH
 SHEET 1 OF 2 SHEETS

EXHIBIT E

(APPROXIMATE SCHEDULE OF DEVELOPMENT FOR SECTION 8 RESIDENTIAL LANDS)

Start Development

	January 2006	January 2007	January 2008	January 2009	January 2010	January 2011	January 2012
	<u>Number of Units*</u>	<u>Number of Units*</u>	<u>Number of Units*</u>	<u>Number of Units*</u>	<u>Number of Units*</u>	<u>Number of Units*</u>	<u>Number of Units*</u>
<u>Dwelling Units</u>	228 d.u.	232 d.u.					

* The number of units is cumulative and may be carried over to subsequent years.

EXHIBIT F

(SCHEDULE OF ROADWAY IMPROVEMENTS)

DEVELOPMENT THRESHOLDS	ROADWAY IMPROVEMENTS REQUIRED
PRIOR TO CERTIFICATE OF USE AND OCCUPANCY FOR FIRST DWELLING UNIT WITHIN TRACT A	COMPLETION OF THE SOUTHERN PORTION OF NW 90 TH STREET, AS A TWO LANE ROAD OF A FUTURE 4-LANE ROADWAY, FROM NW 97 TH AVENUE TO NW 107 TH AVENUE
PRIOR TO CERTIFICATE OF USE AND OCCUPANCY FOR FIRST DWELLING UNIT WITHIN THE TND PROPERTY AND TRACT D	COMPLETION OF NW 107 TH AVENUE AS A 4-LANE ROADWAY IN FRONT OF THE TND PROPERTY
PRIOR TO CERTIFICATE OF USE AND OCCUPANCY FOR FIRST DWELLING UNIT WITHIN THE TND PROPERTY AND TRACT C	COMPLETION OF NW 107 TH AVENUE AS A 4-LANE ROADWAY, FROM NW 90 TH STREET TO NW 74 TH STREET
PRIOR TO A CERTIFICATE OF USE AND OCCUPANCY FOR ANY DWELLING UNIT WITHIN THE TND PROPERTY	COMPLETION OF NW 107 TH AVENUE AS A 2-LANE ROAD OF A FUTURE 4-LANE ROADWAY FROM NW 74 TH STREET TO NW 41 ST STREET.
PRIOR TO A CERTIFICATE OF USE AND OCCUPANCY FOR ANY DWELLING UNIT WITHIN TRACT E	COMPLETION OF NW 74 TH STREET AS A 3-LANE ROAD OF A FUTURE 6-LANE ROADWAY, FROM NW 97 TH AVENUE TO HEFT

2830998_v2