



# CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK  
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Transmittal From: Public Works  
Department

Delivered by: Jennifer Laffita  
Name

Date of Transmittal: 10/25/10



The following record (master) copy is being transmitted to the Office of the City Clerk:

- Contract
- Agreement
- Lease
- Deed
- Bond Documentation
- Vehicle Title
- Special Magistrate Order
- Other: \_\_\_\_\_

Is this record (master) copy to be recorded with the County Clerk?  Yes  No

Description of Record Copy:

Contract for Purchase & Sale of Real Property  
between Southern Commerce Park at Doral and the City of Doral. (2 Sets)

### Office of the City Clerk Administrative Use Only

Received by: Kristha Gomez

Reviewed for completion by Kristha Gomez

Returned to originating Department for the following corrections on N/A  
Date

Archived in the Office of the City Clerk on 10/28/10 (Date)

Copy provided in electronic format to originating Department on 10/28/10 (Date)

**REINSTATEMENT OF AND SECOND AMENDMENT TO  
CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY**

THIS REINSTATEMENT OF AND SECOND AMENDMENT TO CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Second Amendment") is made as of the 27<sup>th</sup> day of October, 2010 (the "Amendment Effective Date") by and between SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company (the "Seller"), and CITY OF DORAL, a Florida municipal corporation (the "Buyer"). Seller and Buyer are sometimes referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, the Parties executed that certain Contract for Purchase and Sale of Real Property [a portion of Tract 60, Section 17 - Doral, Florida] having an Effective Date of July 6, 2010 (the "Original Contract"); and

WHEREAS, the Parties executed that certain First Amendment to Contract for Purchase and Sale of Real Property dated as of August 5, 2010 (the "First Amendment"); and

WHEREAS, the Parties, through an exchange of e-mails, extended the Investigation Period through August 25, 2010 (collectively, the "Additional Amendments"; the Original Contract, as amended by the First Amendment and the Additional Amendments, is referred to herein as the "Contract"); and

WHEREAS, Buyer terminated the Contract prior to the expiration of the Inspection Period pursuant to a letter dated August 25, 2010; and

WHEREAS, the Parties desire to reinstate and further amend the Contract as hereinafter provided.

**AGREEMENT**

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual covenants and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The Recitals herein contained are true and correct and are made a part hereof.
2. **Reinstatement.** The Parties hereby reinstate the Contract and agree that, as of the Amendment Effective Date, the Contract is reinstated, in full force and effect, binding against the Parties, and enforceable in accordance with the terms and provisions thereof as if the same had never been terminated.
3. **General Provisions.** In the event of any conflict between the terms of the Contract and the terms of this Second Amendment, the terms of this Second Amendment shall prevail and control. Any previously defined term re-defined in this Second Amendment shall have the meaning given to such term as re-defined herein for all purposes of the Contract. All capitalized terms used but not defined herein shall have the meaning previously ascribed to them in the Contract.
4. **Section 1.7.** Section 1.7 of the Contract is hereby deleted in its entirety and replaced with the following:

**Cash to Close.** The Purchase Price, plus (ii) all of the fees, costs, expenses and prorated amounts to be paid by Buyer pursuant to the terms of the Contract, plus (iii) an amount equal

to the Seller's Share of the Mitigation Credit Escrow Amount, less (iii) a credit in an amount equal to the Deposit.

5. **Section 1.8.** Section 1.8 of the Contract is hereby deleted in its entirety and replaced with the following:

**Closing.** The delivery of the Deed to Buyer concurrently with the delivery of the Purchase Price and Seller's Share of the Mitigation Credit Escrow Amount to Seller on the Closing Date.

6. **Section 1.10.** Section 1.10 of the Contract is hereby deleted in its entirety and replaced with the following:

**Closing Date.** The Closing Date shall be the date that is five (5) days following the date on which the Pre-Closing Site Preparation Work is deemed completed under Section 8.7.4; provided, however, if the Closing Date shall fall on a Saturday, Sunday or legal holiday, then the Closing Date shall be extended to the next date that is not a Saturday, Sunday or legal holiday.

7. **Section 1.12.** Section 1.12 of the Contract is hereby deleted in its entirety.

8. **Section 1.15.** Section 1.15 of the Contract, together with all references of the term "Escrow Agreement" in the Contract, are hereby deleted in their entirety and shall be of no further force and effect.

9. **Section 1.20.** Section 1.20 of the Contract, together with all references of the term "Holdback" in the Contract, are hereby deleted in their entirety and shall be of no further force and effect.

10. **Section 1.24.** Section 1.24 of the Contract, together with all references of the term "Mitigation Credit Escrow" in the Contract, are hereby deleted in their entirety and shall be of no further force and effect.

11. **Section 1.26.** The heading of Section 1.26 of the Contract, together with all references of the term "Post-Closing Site Preparation Work" in the Contract, are hereby deleted in their entirety and replaced with the term "Pre-Closing Site Preparation Work".

12. **Section 1.27.** Section 1.27 of the Contract is hereby deleted in its entirety and replaced with the following:

**Pre-Closing Site Preparation Work Completion Date.** The date that is four (4) months after the date on which the last of the following two (2) conditions are satisfied: (a) all permits necessary to commence the Pre-Closing Site Preparation Work (all such permits are referred to herein collectively as the "Development Permits") have been issued to Seller; and (b) Buyer delivers the Second Deposit to the Escrow Agent. The Pre-Closing Site Preparation Work Completion Date, however, shall be extended for a period of time commensurate with any delay in Seller's performance of the same caused by: (v) the intentional acts or omissions of Buyer (or any of its employees, agents and/or contractors); (w) force majeure events including, without limitation, acts of god, hurricane or other severe weather events; (x) a Governmental Authority's revocation of any Development Permit that has been issued, unless caused by any act or omission by Seller done with the intent to delay the Pre-Closing Site Preparation Work; (y) a Governmental Authority's delay in performing any inspection required to commence or complete the Pre-Closing Site Preparation Work, unless caused by

any act or omission by Seller done with the intent to delay the Pre-Closing Site Preparation Work; or (z) any other event beyond the control of Seller.

13. **Section 1.35.** Section 1.35 of the Contract is hereby deleted in its entirety and replaced with the following:

**Title Commitment.** Chicago Title Insurance Company title commitment order number 3197218 having an effective date as of July 13, 2010 at 11:59 PM (as the same has been or may hereafter be updated and/or revised from time to time).

14. **Section 1.36.** Section 1.36 of the Contract is hereby deleted in its entirety and replaced with the following:

**Title Company.** Chicago Title Insurance Company.

15. **Section 3.** Section 3 of the Contract is hereby deleted in its entirety and replaced with the following:

3. **Purchase Price.** The Purchase Price shall be paid as follows:

3.1 **Deposit.** The Parties hereby acknowledge that Buyer has delivered an "Initial Deposit" in the amount of \$25,000.00 to the Escrow Agent. Buyer shall deliver a "Second Deposit" in the amount of \$550,000.00 to the Escrow Agent no later than the fifth (5<sup>th</sup>) day following the date on which Seller advises Buyer in writing that all of the Development Permits have been issued to Seller. The Initial Deposit and the Second Deposit, together with all interest earned on said sums while held in escrow under the Contract, are referred to herein collectively as the "Deposit". The Deposit shall be held by the Escrow Agent in an interest-bearing escrow account with a commercial or savings bank the deposits of which are insured by the FDIC.

3.2 **Cash to Close.** The Cash to Close and any portion of the Deposit then held in escrow by the Escrow Agent shall be paid to Seller on the Closing Date in accordance with the closing procedure set forth in Section 13. At Closing, Buyer shall receive a credit against the Purchase Price in an amount equal to the Deposit.

16. **Section 4.5.** Buyer hereby acknowledges that: (i) the Investigation Period has expired; (ii) Buyer did not terminate the Contract under Section 4.5 thereof; and (iii) Buyer no longer has any right to terminate the Contract under Section 4.5 thereof, all such rights having been waived by Buyer.

17. **Section 5.2.** Buyer hereby acknowledges that: (i) Buyer sent its Title Objection Letter to Seller and, in response thereto, Seller sent its Title Cure Letter to Buyer; (ii) Buyer did not terminate the Contract under Section 5.2 thereof; and (iii) Buyer no longer has any right to terminate the Contract under Section 5.2 thereof, all such rights having been waived by Buyer.

18. Buyer hereby waives and releases Seller from any and all breaches of and/or defaults under the Contract that were committed by Seller prior to the Amendment Effective Date (any such breach or default being referred to herein as a "Prior Seller Default"); it being the intention of Buyer that it shall have no right or remedy against Seller, under the Contract or otherwise, for any Prior Seller Default. Seller hereby waives and releases Buyer from any and all breaches of and/or defaults under the Contract that were committed by Buyer prior to the Amendment Effective Date (any such breach or default being referred to herein as a "Prior Buyer Default"); it being the intention of Seller that it shall have no right or remedy against Buyer, under the Contract or otherwise, for any Prior Buyer Default.

19. **Section 7.1.10.** Section 7.1.10 of the Contract is hereby deleted in its entirety and replaced with the following:

**Parties-in-Possession.** Seller has not entered into any written or oral lease, license or other use or occupancy agreement granting any third person any right to lease, license, use, occupy or possess the Land or any part thereof and, except as set forth in the Title Commitment or which might be disclosed by the survey of the Land under Job. No. 09091, prepared by Hadonne Corp., Professional Land Surveyors and Mappers, dated as of October 5, 2009 and recertified on August 2, 2010 (the "Survey"): (i) Seller is in sole and exclusive possession of the Land; (ii) no person or entity other than Seller has any right or lawful claim to use, occupy or possess the Land; and (iii) no person or entity is claiming any right to use, occupy or possess the Land.

20. **Section 7.3.** Section 7.3 of the Contract is hereby deleted in its entirety and replaced with the following:

**Survival of Representations.** All of the representations, warranties, covenants, agreements and statements of Seller set forth in Section 7 of the Contract shall be true and correct as of the Closing Date; provided, however, none of the representations, warranties, covenants, agreements or statements of Seller set forth in Section 7 of the Contract shall survive the Closing or any earlier termination of the Contract.

21. **Section 8.1.** Section 8.1 of the Contract is hereby deleted in its entirety and replaced with the following:

From and after the Effective Date through the Closing Date, Seller will not: (a) enter into any agreement, document or instrument that is not permitted or contemplated by the Contract that affects all or any portion of the Land and which, by its own terms, does not terminate prior to the Closing Date; or (b) commit any nuisance upon the Land.

22. **Section 8.4.** Section 8.4 of the Contract is hereby deleted in its entirety and replaced with the following:

Buyer shall have the right to complete the design of its Site Plan. Buyer, however, shall have no right to meet with and/or make any application to any Governmental Authority (other than the City of Doral) prior to Closing for or in connection with any: (a) approval relating to its Site Plan; and/or (b) new (or any modification to any existing) approval, permit, license or other authorization from any Governmental Authority (other than the City of Doral) that relate to the Land, the Intended Improvements or the Development Permits.

23. **Section 8.7.** Section 8.7 of the Contract is hereby deleted in its entirety and replaced with the following:

**8.7 Pre-Closing Site Preparation Work; Modification of Approval and Development Permits.**

8.7.1 The Parties hereby acknowledge and agree that the Pre-Closing Site Preparation Work that Seller has agreed to perform and complete is based on the Site Plan attached to the Original Contract as Exhibit "B". Buyer: (a) shall be permitted to modify the Site Plan (an "Amended Site Plan") at any time prior to the issuance of the last Development Permit needed to commence the Pre-Closing Site Preparation Work, provided the cost of the Pre-Closing Site Preparation Work based on the Amended Site Plan is not greater than the cost of Pre-Closing Site Preparation Work based on the Site Plan attached to the Original Contract as Exhibit

“B”; and (b) shall not be permitted to modify the Site Plan or any Amended Site Plan (as the case may be) after the last Development Permit needed to commence the Pre-Closing Site Preparation Work has been issued until after Closing.

8.7.2 To the best of Seller’s knowledge, the only permits necessary to commence the Pre-Closing Site Preparation Work are the SFWMD Permit, the ACOE Permit, the DERM Permit and the Soils Permit. Seller has obtained the SFWMD Permit and the ACOE Permit, has made application for the DERM Permit (the “DERM Application”), and will make application for the Soils Permit as provided in Section 8.7.3. The Parties hereby acknowledge and agree that the SFWMD Permit, the ACOE Permit and the DERM Permit encumber or will encumber both the Land and the Seller’s Retained Land (collectively, the “Overall Property”).

8.7.3 Seller will diligently pursue the DERM Application through the issuance of the DERM Permit. To that end, the Parties shall take the following actions: (a) Buyer shall, within five (5) days after it delivers the “Approval Letter” (as hereinafter defined) to Seller, deliver to the Escrow Agent an amount equal to the Mitigation Credit Purchase Price (the “Mitigation Credit Escrow Amount”); and (b) Seller shall, within five (5) days after the Escrow Agent receives the Mitigation Credit Escrow Amount from Buyer, purchase the Mitigation Credits under the Mitigation Contract and the Mitigation Credit Reservation Letter. The Escrow Agent shall hold the Mitigation Credit Escrow Amount in escrow until Closing, at which time, the Escrow Agent shall release: (y) fifty percent (50%) of the Mitigation Credit Escrow Amount to Seller (such portion being referred to herein as the “Seller’s Share of the Mitigation Credit Escrow Amount”); and (z) fifty percent (50%) of the Mitigation Credit Escrow Amount to Buyer (such portion being referred to herein as the “Buyer’s Share of the Mitigation Credit Escrow Amount”). Buyer shall not receive any credit against the Purchase Price for the Seller’s Share of the Mitigation Credit Escrow Amount. Seller shall make application for the Soils Permit no later than five (5) days after the DERM Permit is issued to Seller and, after making such application, Seller will diligently pursue the same through the issuance of the Soils Permit.

8.7.4 Seller shall, within two (2) business days after all of the Development Permits have been issued to Seller, give Buyer written notice that all of the Development Permits have been so issued, whereupon, Buyer shall deliver the Second Deposit to the Escrow Agent pursuant to the terms of Section 3.1. Seller shall commence the Pre-Closing Site Preparation Work within thirty (30) days after Buyer delivers the Second Deposit to the Escrow Agent and shall complete the Pre-Closing Site Preparation Work by the Pre-Closing Site Preparation Work Completion Date (as the same may be extended pursuant to the terms of the Contract).

Seller shall execute and deliver to the Escrow Agent a notice of commencement in connection with the Pre-Closing Site Preparation Work within the time period required by Section 12.2. The Escrow Agent shall record the notice of commencement in the Public Records of Miami-Dade County, Florida against the Land immediately after it records the “Mortgage” (as hereinafter defined), the cost of which shall be equally shared by the Parties. Buyer shall have the right to use the proceeds of the Second Deposit to complete the Pre-Closing Site Preparation Work, with such proceeds being released from escrow and disbursed to Seller by the Escrow Agent pursuant to the terms of the Mortgage. Seller shall complete the Pre-Closing Site Preparation Work in a workmanlike manner free from all liens arising under Chapter 713, Florida Statutes and free from violations of Governmental Requirements. The Pre-Closing Site Preparation Work shall be deemed completed upon Seller’s delivery of the following to Buyer: (a) a soil report certified to the Parties evidencing that the Pre-Closing Site Preparation Work has been completed in accordance with the terms of the Contract; (b)

an engineer's report certified to the Parties evidencing that the Pre-Closing Site Preparation Work has been completed in accordance with the terms of the Contract; (c) an elevation survey certified to the Parties evidencing that the Pre-Closing Site Preparation Work has been completed in accordance with the terms of the Contract; and (d) a final release of lien from the "Contractor" and all "Sub-Contractors" (as those terms are hereinafter defined).

8.7.5 Seller shall execute and deliver a first mortgage and security agreement (the "Mortgage") to the Escrow Agent within the time period required by Section 12.2. The Mortgage is to secure Seller's repayment of any Second Deposit proceeds released to it under Section 8.7.4 in the event Buyer terminates the Contract due to a Seller default (which is not cured within any applicable notice and cure periods) and requests a return of the Deposit, but Seller fails to repay Buyer any of the Second Deposit proceeds that were released to Seller. Subject to the terms of Section 8.7.7, the Escrow Agent shall record the Mortgage in the Public Records of Miami-Dade County, Florida against the Land upon its receipt of the Second Deposit from Buyer. The Parties shall equally share the cost of: (a) any intangible and documentary stamp taxes payable in connection with the execution of the Mortgage; and (b) the recording of the Mortgage in the Public Records of Miami-Dade County, Florida. Buyer shall execute and deliver a satisfaction of the Mortgage (the "Satisfaction") to the Escrow Agent within the time period required by Section 12.2. At Closing, the Escrow Agent shall record the Satisfaction in the Public Records of Miami-Dade County, Florida, the cost of which shall be equally shared by the Parties.

8.7.6 After Closing, the Parties agree to (a) notify the applicable Governmental Authorities of the conveyance of the Land to Buyer, (b) seek a modification of the Development Permits, and (c) seek a modification of the approval Seller has obtained from the applicable Governmental Authorities to develop the Overall Property as a commercial development (the "Approval"); all as provided in the Assignment of Mitigation Credits and Agreement for Allocation of Obligations (the "Post-Closing Agreement"). The Parties shall execute and deliver the Post-Closing Agreement as well as a Memorandum of Understanding with respect to the Post-Closing Agreement (the "Memorandum of Understanding") to the Escrow Agent within the time period required by Section 12.2. At Closing, the Escrow Agent shall record the Memorandum of Understanding in the Public Records of Miami-Dade County, Florida against the Overall Property, the cost of which shall be equally shared by the Parties.

8.7.7 It is contemplated by the Parties that Buyer shall deliver the Second Deposit to the Escrow Agent no later than the fifth (5<sup>th</sup>) day following the date on which Seller advises Buyer in writing that all of the Development Permits have been issued to Seller. If, however, Buyer delivers the Second Deposit to the Escrow Agent prior to the issuance of all Development Permits to Seller, then the Escrow Agent shall record the Mortgage at the time Seller notifies Buyer in writing that all of the Development Permits have been so issued to Seller rather than at the time Buyer delivers the Second Deposit to the Escrow Agent.

24. **Section 10.1.2.** Section 10.1.2 of the Contract is hereby deleted in its entirety and replaced with the following:

**Pre-Closing Site Preparation Work.** Seller has completed the Pre-Closing Site Preparation Work in accordance with the terms of the Contract.

25. **Section 12.** Section 12 of the Contract is hereby deleted in its entirety and replaced with the following:

## 12. Closing Documents.

12.1 Documents. The Parties shall execute and deliver (as applicable) the following documents (collectively, the “Closing Documents”):

12.1.1 Deed. Seller shall execute and deliver to Buyer the Deed in the form attached hereto and made a part hereof as Exhibit “A”. The “Permitted Exceptions” are set forth on Exhibit “A” attached to the Deed.

12.1.2 Seller’s No Lien, Gap and FIRPTA Affidavit. Seller shall execute and deliver to Buyer a “Title Affidavit” in the form attached hereto and made a part hereof as Exhibit “B”.

12.1.3 General Assignment and Assumption Agreement. Each Party shall execute and deliver to the other a General Assignment and Assumption Agreement in the form attached hereto and made a part hereof as Exhibit “C”.

12.1.4 Affidavit of Governing Documents. Seller shall execute and deliver to Buyer an “Affidavit of Governing Documents” in the form attached hereto and made a part hereof as Exhibit “D”.

12.1.5 Resolutions. Seller shall execute and deliver to Buyer company and corporate affidavits and resolutions in the forms attached hereto and made a part hereof as composite Exhibit “E-1”, Exhibit “E-2 and Exhibit “E-3”.

12.1.6 Closing Statement. At Closing, each Party shall execute and deliver to the other a closing statement setting forth the Purchase Price, the Deposit and all credits, adjustments and prorations, the Cash to Close payable by Buyer, and the net proceeds due Seller.

12.1.7 Form 1099-B. Seller shall execute and deliver to Buyer a “Form 1099-B in usual and customary form.

12.1.8 Post-Closing Agreement. Each Party shall execute and deliver to the other the Post-Closing Agreement in the form attached hereto and made a part hereof as Exhibit “F”.

12.1.9 Memorandum of Understanding. Each Party shall execute and deliver to the other the Memorandum of Understanding in the form attached hereto and made a part hereof as Exhibit “G”.

12.1.10 Mortgage. Seller shall execute and deliver to Buyer the Mortgage in the form attached hereto and made a part hereof as Exhibit “H”.

12.1.11 Collateral Assignment of Site Development Contract. Seller shall execute and deliver to Buyer a “Collateral Assignment of Site Development Contract” in the form attached hereto and made a part hereof as Exhibit “I”.

12.1.12 Satisfaction. Buyer shall execute and deliver to Seller the Satisfaction in the form attached hereto and made a part hereof as Exhibit “J”.



12.1.13 Other Closing Documents. At Closing, each Party shall execute and deliver to the other any other agreement, document or instrument required to be delivered by each such Party pursuant to the terms of the Contract.

12.1.14 Notice of Commencement. Seller shall execute and deliver to Buyer a notice of commencement in the form attached hereto and made a part hereof as Exhibit "K".

12.2 Closing in Escrow. Notwithstanding anything to the contrary contained in the Contract, the Parties shall execute and deliver to the Escrow Agent the original, undated Closing Documents referred to in Section 12.1 (other than those referred to in Section 12.1.6 and Section 12.1.13 which will be delivered on or before the Closing Date) properly signed, witnessed and notarized (as applicable) within ten (10) days after the date on which the Escrow Agent receives the Mitigation Credit Escrow Amount from Buyer. The Escrow Agent shall hold all of the Closing Documents delivered to it in escrow until: (a) its receipt of the Second Deposit from Buyer or, if Section 8.7.7 applies, the time Seller notifies Buyer in writing that all of the Development Permits have been so issued to Seller, at which time, the Escrow Agent shall (i) release the Mortgage and notice of commencement from escrow and record the same pursuant to the terms of the Contract, and (ii) release the Collateral Assignment of Site Development Contracts from escrow and deliver the same to Buyer; and (b) Closing, at which time, the Escrow Agent shall release the remaining Closing Documents from escrow and deliver and/or record the same pursuant to the terms of the Contract.

26. Section 13. Section 13 of the Contract is hereby deleted in its entirety and replaced with the following:

13. Closing Procedure. The Closing shall proceed in the following manner:

13.1 Transfer of Funds. On or before the Closing Date, Buyer shall deliver the Cash to Close to the Escrow Agent by wire transfer to a depository designated by the Escrow Agent.

13.2 Delivery of Documents. To the extent not previously delivered to the Escrow Agent under Section 12.2, each Party shall, on or before the Closing Date, deliver to the Escrow Agent the original of any other Closing Documents required to be delivered by it pursuant to the terms of the Contract properly signed, witnessed and notarized (as applicable).

13.3 Disbursement of Funds and Documents. On the Closing Date, the Escrow Agent shall: (a) subject to Section 13.4, disburse to Seller any portion of the Deposit then held in escrow by the Escrow Agent, the Seller's Share of the Mitigation Credit Escrow Amount, the net proceeds due Seller as shown on the Closing Statement, and (except for those documents to be recorded and of which duplicate copies will be provided) original copies of those Closing Documents executed by Buyer, and (b) disburse to Buyer the Buyer's Share of the Mitigation Credit Escrow Amount and (except for those documents to be recorded and of which duplicate copies will be provided) original copies of those Closing Documents executed by Seller.

13.4 Holdback of Amounts Owed Contractors. If Seller fails to provide any final release from the contractor named in the construction contract attached to the Collateral Assignment of Site Development Contracts (the "Contractor") or a final release from any sub-contractor of the Contractor who provided Seller with a notice to owner pursuant to the Construction Lien Law (a "Sub-Contractor"), then the Escrow Agent shall have the right to withhold from the closing proceeds otherwise payable to Seller under Section 13.3(a) an

amount equal to the amount that would be covered by any such final release(s). For purposes of this Section, the phrase “the amount that would be covered by such final release(s)” shall mean the amount owed/paid to the Contractor or any Sub-Contractor not covered by any release or waiver previously provided by the Contractor or Sub-Contractor and delivered to the Escrow Agent.

27. **Section 14.** The Parties hereby insert the following new provision into the Contract:

14.1.6 **Proration Effective Date.** Notwithstanding anything to the contrary contained in the Contract, the Parties hereby agree that all real estate and personal property taxes and assessments shall be prorated as of August 31, 2010, regardless of the actual Closing Date.

28. **Section 15.** Section 15 of the Contract is hereby deleted in its entirety and replaced with the following:

**Mitigation Fees.** The Parties hereby acknowledge that Seller has executed that certain Everglades Mitigation Bank Mitigation Credit Purchase and Sale Agreement dated January 2, 2008 (the “Mitigation Contract”) for the purchase of 4.42 Freshwater Forested Mitigation Credits and has reserved 2.31 Freshwater Herbaceous Mitigation Credits under that certain letter dated February 3, 2010 from the United States Department of the Interior (the “Mitigation Credit Reservation Letter”). The 4.42 Freshwater Forested Mitigation Credits and the 2.31 Freshwater Herbaceous Mitigation Credits are referred to herein collectively as the “Mitigation Credits”. Seller shall (using its own funds) purchase the Mitigation Credits as provided in Section 8.7.3, and the actual cost to purchase the Mitigation Credits is referred to herein as the “Mitigation Credit Purchase Price”. The use and allocation of the Mitigation Credits by and between the Parties shall be as set forth in the Post-Closing Agreement.

29. **Section 16.** Section 16 of the Contract is hereby deleted in its entirety and replaced with the following:

**Possession.** Buyer shall be granted full possession of the Land at Closing, subject to the Permitted Exceptions.

30. **Section 18.** Section 18 of the Contract is hereby deleted in its entirety and replaced with the following:

18.1 **Buyer's Remedies for Seller's Default.** If Seller defaults on any term, condition, covenant or other provision of the Contract on the part of Seller to be performed and/or kept, then Buyer shall have, as its sole and exclusive remedy, any one of the following remedies: (a) the right to terminate the Contract by giving a written notice of termination to Seller, whereupon, the Contract shall terminate, the Escrow Agent shall record the Termination in the Public Records of Miami-Dade County, Florida and promptly return to Buyer (if and to the extent held in escrow) the Mitigation Credit Escrow Amount and the Deposit, Seller shall promptly pay Buyer an amount equal to the amount of Second Deposit proceeds previously released to it (if any, then such amount is referred to herein as the “Second Deposit Reimbursement”) and an amount equal to the Buyer's Costs and, upon Seller's delivery to Buyer of the Second Deposit Reimbursement, the Escrow Agent shall record the Satisfaction in the Public Records of Miami-Dade County, Florida and, upon such recordation, the Parties shall be released from the Contract, except for those terms, provisions, obligations and liabilities that expressly survive its termination, provided, however, if Seller fails to deliver to Buyer the Second Deposit Reimbursement, then Buyer (in addition to terminating the Contract and receiving the return of the Mitigation Credit Escrow Amount and the Deposit as

provided herein) shall also have the right to exercise and enforce its rights under the Mortgage and Collateral Assignment of Site Development Contracts; or (b) to waive the default, proceed to Closing and close on and take title to the Land subject to such default without any reduction in the Purchase Price or claim against Seller; or (c) to commence an action for specific performance against Seller to compel Seller to convey title to the Land to Buyer in accordance with the terms of the Contract.

**18.2 Seller's Remedies for Buyer's Default.** If Buyer defaults on any term, condition, covenant or other provision of the Contract on the part of Buyer to be performed and/or kept, then Seller shall have as its sole and exclusive remedy the right to terminate the Contract and retain (a)(i) the entire Mitigation Credit Escrow Amount, if Seller has purchased the Mitigation Credits, or (a)(ii) \$75,000.00 of the Mitigation Credit Escrow Amount, if Seller has not purchased the Mitigation Credits, (b) the Initial Deposit, and (c) the Second Deposit (to the extent released to Seller and/or required by Seller to pay any contractor for work performed in connection with the Pre-Closing Site Preparation Work through the date on which the Contract is terminated (such amount being referred to herein as the "Second Deposit Forfeiture")), all as full and agreed upon liquidated damages in full and final settlement of any and all claims for damages Seller has or may have against Buyer for such default. Upon any such termination by Seller due to a default by Buyer, the Escrow Agent shall deliver the amount required by (a)(i) or (a)(ii) above (as applicable), the Initial Deposit, and the Second Deposit Forfeiture to Seller and record the Termination and Satisfaction in the Public Records of Miami-Dade County, Florida and, upon delivery of such amounts to Seller and recordation of such documents, the Escrow Agent shall be authorized to return the remaining balances (if any) of the Mitigation Credit Escrow Amount and Second Deposit to Buyer and, upon the return of such remaining balances, the Parties shall be released from the Contract, except for those terms, provisions, obligations and liabilities that expressly survive its termination. The Parties acknowledge and agree that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of Buyer's default under the Contract based on Seller having lost the opportunity to market and sell the Land to other persons, the fact that Seller would never have purchased the Mitigation Credits nor performed any of the Pre-Closing Site Preparation Work but for the execution of the Contract, and the fact that the exact amount of damages that Seller may incur is incapable of ascertainment.

**18.3 Notice and Opportunity to Cure Defaults.** Except for a Party's failure to deliver any money or document within the time period required by the Contract, Seller's failure to complete the Pre-Closing Site Preparation Work by the Pre-Closing Site Preparation Work Completion Date (as the same may be extended pursuant to the terms of the Contract), Buyer's failure to comply with the prohibitions set forth in Section 8.4, or a Party's failure to close on the Closing Date (for which there shall be no notice or opportunity to cure under this Section in any of the foregoing instances), prior to either Party declaring the other to be in default of the Contract, the non-defaulting Party shall first send a written notice of the default to the defaulting Party and to the Escrow Agent, and the defaulting Party shall have a period of thirty (30) days after receipt of such notice of default to cure the same. If the defaulting Party fails to cure the default set forth in the default notice within such thirty (30) day cure period, then the non-defaulting Party shall have the right to exercise and enforce its rights and remedies under this Section 18.

31. **Cut/Fill License.** The Parties hereby acknowledge that Seller must obtain from DERM, as part of the DERM Permit, a "Cut/Fill License". A requirement to the issuance of the Cut/Fill License is the recordation of a restrictive covenant in favor of DERM against all of the water management tracts as shown on the site plan submitted to DERM in connection with the DERM Permit Applications (such restrictive covenant

is referred to herein as the “Restrictive Covenant” and such site plan as submitted by Seller is referred to herein as the “Seller Site Plan”). The Seller Site Plan submitted to DERM in connection with the DERM Permit is a site plan for the Overall Property and shows four (4) water management tracts, with two (2) being located in the Seller’s Retained Land and two (2) being located on the Land. It is anticipated by the Parties that the form of Restrictive Covenant that will be recorded in the Public Records of Miami-Dade County, Florida against the Overall Property (including the Land) is attached hereto and made a part hereof as Exhibit “L”. Seller, prior to recording the Restrictive Covenant, shall provide Buyer with an executed copy of the same for Buyer to review and confirm that it is substantially in the same form as attached hereto as Exhibit “L”. Seller, upon the expiration of five (5) business days after the date on which it delivers the executed copy of the Restrictive Covenant to Buyer, shall have the right to record the same unless it is substantially different than the form attached hereto as Exhibit “L” and the City objects to the recordation of the same prior to expiration of such five (5) business day review period. The Restrictive Covenant, as recorded, shall be a Permitted Exception. It shall be Buyer’s obligation to modify the Restrictive Covenant after Closing when Buyer seeks to modify the DERM Permit based on its Site Plan.

32. **Memorandum of Contract.** The Parties, simultaneously with their execution and delivery of this Second Amendment, shall execute and deliver to the Escrow Agent a memorandum of contract (the “Memorandum of Contract”) in the form attached hereto and made a part hereof as Exhibit “M” and a termination of the Memorandum of Contract in the form attached hereto and made a part hereof as Exhibit “N” (the “Termination”). The Escrow Agent shall, promptly after Seller receives the Approval Letter from Buyer, record the Memorandum of Contract in the Public Records of Miami-Dade County, Florida. At Closing, the Escrow Agent shall record the Termination in the Public Records of Miami-Dade County, Florida. The Parties shall equally share the cost to record the Memorandum of Contract and the Termination.

33. **Contingency.** This Second Amendment is expressly subject to and contingent upon the City Council of Buyer approving the same and all appeal periods to such approval having expired. Buyer, promptly upon its City Council having approved this Second Amendment and the expiration of all appeal periods to such approval having expired with no appeal to such approval having been filed, shall deliver a letter to Seller stating that the City Council of Buyer has approved this Second Amendment and that all appeal periods to such approval have expired with no appeal to such approval having been filed (the “Approval Letter”). If the City Council of Buyer rejects this Second Amendment or if Seller does not receive the Approval Letter within sixty (60) days after the date on which Seller signs this Amendment (the “Outside Approval Date”), then this Second Amendment and the Contract shall terminate on the fifth (5<sup>th</sup>) day after (a) the date on which this Second Amendment is rejected by the City Council of Buyer, or (b) after the Outside Approval Date, whichever date should first occur, unless the Parties otherwise agree in writing.

34. **Successors and Assigns.** This Second Amendment shall be binding upon and shall inure to the benefits of the Parties and their respective successors and assigns.

35. **Counterparts; Facsimile.** This Second Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Second Amendment. A facsimile shall serve as an original for all purposes.

36. **Ratification.** The Contract, as amended by this Second Amendment, remains in full force and effect unmodified, except by this Second Amendment. The Parties hereby ratify and confirm the Contract, as amended by this Second Amendment, in all respects.

[signatures follow on the next page]

Executed by the Parties as of the date first set forth above.

**SELLER:**

**SOUTHERN COMMERCE PARK AT DORAL, LLC**, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

**BUYER:**

**THE CITY OF DORAL**, a Florida municipal corporation

By: Yvonne Soler-McKinley  
Yvonne Soler-McKinley, City Manager

Approved as to form and legal sufficiency  
for the sole use of the City of Doral.

Jimmy Morales  
City Attorney

Jimmy Morales  
Print Name

Barbara Herrera

Barbara Herrera, City Clerk

Approved as to form and legal sufficiency  
for the sole use of the City of Denver.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Print Name

**EXHIBIT "A"**

**Deed**

**[see following three (3) pages]**

**Prepared by:**  
Michael S. Sheitelman, Esq.  
Sheitelman Law  
3858-S Sheridan Street  
Hollywood, Florida 33021

**Record and Return to:**  
Jason Post, Esq.  
Stearns Weaver Miller Weissler Alhadeff &  
Sitterson, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

PCN: A Portion of Folio No. 35-3017-001-0610



(Space Reserved for Clerk of Court)

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made and given as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company, having a mailing address of 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186 (the "Grantor"), to and in favor of THE CITY OF DORAL, a Florida municipal corporation, having a mailing address of 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166 (the "Grantee").

[Whenever used herein the terms "Grantor" and "Grantee" include the parties to this instrument, together with their respective successors and assigns.]

**WITNESSETH:**

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to Grantee and its successors and assigns forever, the following described land lying, being, and situate in Miami-Dade County, Florida (the "Property"), to wit:

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

SUBJECT TO the matters set forth on Exhibit "A" attached hereto and made a part hereof, but this reference shall not operate to reimpose any of the same.

TO HAVE and to hold the same in fee simple forever.

GRANTOR hereby covenants with Grantee that it is lawfully seized of the Property in fee simple, that it has good right and lawful authority to sell and convey the Property, that it specially warrants the title to the Property and, subject to the matters set forth on Exhibit "A" attached hereto, will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no others.

[signatures and notary acknowledgment follow on next page]



IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

Print Name: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

**EXHIBIT "A"**

1. Taxes and assessments for the year 2010 and subsequent years which are not yet due and payable;
2. Matters disclosed on the survey of the Property under Job. No. 09091, prepared by Hadonne Corp., Professional Land Surveyors and Mappers, dated as of October 5, 2009 and recertified on August 2, 2010;
3. Environmental Resource Permit Notice recorded in Official Records Book 26471, Page 2196 of the Public Records of Miami-Dade County, Florida, and all matters disclosed thereby;
4. Grant of Easement recorded in Official Records Book 10696, Page 1635 of the Public Records of Miami-Dade County, Florida; and
5. Restrictive Covenant recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Miami-Dade County, Florida.

**EXHIBIT "B"**

**Title Affidavit**

[see following two (2) pages]

**TITLE AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Hector Garcia (the "Affiant"), the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who being by me first duly sworn, deposes and says as follows:

1. Affiant is the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation (the "Manager"), the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company (the "Company"), and as such, Affiant has personal knowledge of all facts and matters stated herein.

2. The Company is the owner of that certain real property located in Miami-Dade County, Florida (the "Property") more particularly described in Chicago Title Insurance Company (the "Title Company") title commitment order number 3197218, as revised (the "Commitment"), having an effective date as of \_\_\_\_\_ at \_\_\_\_\_ (the "Effective Date").

3. To inform The City of Doral, a Florida municipal corporation (the "City"), that withholding of tax is not required under Section 1445 of the Internal Revenue Code upon the Company's sale of the Property (a U.S. real property interest) to the City, Affiant hereby states the following on behalf of the Company:

(a) The Company is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

(b) The Company is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations;

(c) The Company's U.S. employer identification number is 20-2347045; and

(d) The Company's office address is 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186.

4. There have been no improvements, repairs or renovations made to or upon the Property within the past 90 days by or under the Company for which there remain any outstanding and unpaid bills for labor, services, materials and/or supplies for which a lien can be claimed by anyone; and, all persons who have performed or provided any labor, services, materials or supplies to, for or upon the Property by or under the Company within the past 90 days have been or will be paid in full.

5. The Company has not entered into any written or oral lease, license or other use or occupancy agreement granting any third person any right to lease, license, use, occupy or possess the Property or any part thereof and, except as set forth in the Commitment or which might be disclosed by the survey of the Property under Job. No. 09091, prepared by Hadonne Corp., Professional Land Surveyors and Mappers, dated as of October 5, 2009 and recertified on August 2, 2010: (i) the Company is in sole and exclusive possession of the Property; (ii) no person or entity other than the Company has any right or lawful claim to use, occupy or possess the Property; and (iii) no person or entity is claiming any right to use, occupy or possess the Property.

6. There are no matters pending against the Company which could give rise to a lien that would attach to the Property subsequent to the Effective Date of the Commitment through the date on which the instrument conveying the interest being insured under the Commitment (the "Special Warranty Deed") is recorded in the Public Records of Miami-Dade County, Florida; and, Affiant will not record nor

allow the Company to record any instrument in the Public Records of Miami-Dade County, Florida adversely affecting title to the Property after the Effective Date of the Commitment and before the Special Warranty Deed is recorded in the Public Records of Miami-Dade County, Florida.

7. This instrument is given for the express purpose of inducing Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. (the "Title Agent"), as agent for the Title Company, to issue a title insurance policy pursuant to the Commitment. The Company shall indemnify, defend and hold Title Agent and Title Company harmless from and against any claims, causes of action, losses, damages, fees, costs and expenses (including reasonable attorneys' fees and court costs through all trial and appellate levels and proceedings) incurred by either of them on account of their reliance on any untrue statement made herein by Affiant.

8. Affiant has read the full facts of this Affidavit and understands its contents. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

EXECUTED BY AFFIANT as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**AFFIANT:**

\_\_\_\_\_  
Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company

SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who is personally known to me or has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed Name

**EXHIBIT "C"**

**General Assignment and Assumption Agreement**

[see following five (5) pages]

## GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made entered into and executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company (the "Assignor"), and of the CITY OF DORAL, a Florida municipal corporation (the "Assignee").

### WITNESSETH:

Whereas, Assignor is the owner that that certain real property more particularly described on Exhibit "A" attached hereto (the "Overall Property"); and

Whereas, Assignor is on this date selling and conveying to Assignee that portion of the Overall Property as more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Property"); and

Whereas, Assignor, as part of the sale and conveyance of the Property to Assignee, is assigning to Assignee all of Assignor's right, title and interest in and to the "Assigned Property" (as hereinafter defined), if any, on the terms and provisions set forth hereinafter.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, remise, release and quit-claim unto Assignee all of Assignor's right, title, interest, claim and demand, if any and then only to the extent assignable, in and to the following as they relate to the Property (collectively, the "Assigned Property"): (a) all easements, privileges, rights-of-way, and lands underlying any adjacent streets or roads; (b) all land use zoning approvals, ordinances and/or resolutions; (c) all development rights including, but not limited to, all rights under any development order issued by any governmental authority; and (d) all permits, licenses and agreements with any utility company or governmental authority relating to the reservation, providing and/or installation of utilities and utility services including, without limitation, electric, drainage, water and sewer.

Notwithstanding anything to the contrary contained in this Agreement, the parties hereby acknowledge and agree that this Agreement does not include, and specifically excludes, any and all rights of Assignor under or with respect to (v) that certain South Florida Water Management District Environmental Resource Permit No. 13-03714-P, (w) that certain United States Army Corp of Engineers Section 404 Permit No. SAJ-2007-2674, (x) that certain Department of Environmental Resources Management \_\_\_\_\_ Permit No. \_\_\_\_\_, (y) any of the mitigation credits purchased under that certain Everglades Mitigation Bank Mitigation Credit Purchase and Sale Agreement dated January 2, 2008 for the purchase of 4.42 Freshwater Forested Mitigation Credits, and (z) any of the mitigation credits reserved under that certain letter dated February 3, 2010 from the United States Department of the Interior for the reservation of 2.31 Freshwater Herbaceous Mitigation Credits; all such rights of Assignor being addressed in one or more separate agreements between the parties hereto.

Assignee hereby accepts the foregoing assignment of the Assigned Property from Assignor and, from and after the Effective Date, agrees to be bound by and to perform all of the terms, covenants and conditions under and with respect to the Assigned Property as the same relates to the Property.

Assignor makes no representation or warranty, whether express or implied, whatsoever with respect to any of the Assigned Property, except that Assignor hereby represents and warrants to Assignee that Assignor has not previously assigned or conveyed, and hereby covenants and agrees not to assign, convey or encumber from and after the Effective Date, any right, title or interest in or to the Assigned Property to or in favor of any person or entity other than to Assignee.

Each party covenants and agrees to perform such other acts, and to execute, acknowledge and deliver such other agreements, documents, instruments and materials as the other party may reasonably

request in order to give effect to the purpose and intent of this Agreement.

If any action, litigation or other proceeding arising out of this Agreement is commenced by any party against any other party, then the prevailing party in such action, litigation or proceeding shall recover all fees, costs and expenses incurred thereby therein (including, but not limited to, reasonable attorneys fees and costs at all trial, appellate and post-judgment proceedings) from the non-prevailing party.

This Agreement contains the entire agreement and understanding between the parties relating to the matters contained herein and contemplated hereby, and all prior or contemporaneous agreements, understandings, terms, covenants, conditions, representations, warranties and statements, whether oral or written, are merged herein.

This Agreement cannot be amended or modified except in writing signed by the party against whom enforcement is sought.

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and/or assigns.

This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement.

[signatures follow on next page]



EXECUTED BY the parties as of the date and year first set forth above.

**ASSIGNOR:**

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

**ASSIGNEE:**

THE CITY OF DORAL, a Florida municipal corporation

By: \_\_\_\_\_  
Yvonne Soler-McKinley, City Manager

**EXHIBIT "A"**

**The Legal Description of the Overall Property**

Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "B"**

**The Legal Description of the Property**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "D"**

**Affidavit of Governing Documents**

**[see following thirty-one (31) pages]**

**AFFIDAVIT OF GOVERNING DOCUMENTS**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Hector Garcia (the "Affiant"), the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who being by me first duly sworn, deposes and says as follows:

1. Affiant is the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation (the "Manager"), the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company (the "Company"), and as such, Affiant has personal knowledge of all facts and matters stated herein.

2. Attached hereto as Attachment "1" is a true and complete copy of the Articles of Organization for the Company.

3. Attached hereto as Attachment "2" are true and correct copies of those pages of the Operating Agreement for the Company which set forth the purpose of the Company, the management of the Company being vested in a manager, the powers of the manager, the names of the members of the Company and the voting rights of members of the Company.

4. Attached hereto as Attachment "3" is a true and complete copy of the Articles of Incorporation for the Manager.

5. Attached hereto as Attachment "4" is a true and complete copy of the Bylaws of the Manager.

6. Affiant has read the full facts of this Affidavit and understands its contents. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

EXECUTED BY AFFIANT as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**AFFIANT:**

\_\_\_\_\_  
Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company

SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who is personally known to me or has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed Name

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L05000016364  
FILED 8:00 AM  
February 17, 2005  
Sec. Of State  
mthomas

**Article I**

The name of the Limited Liability Company is:  
SOUTHERN COMMERCE PARK AT DORAL, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:  
12900 SW 128 STREET  
SUITE 100  
MIAMI, FL. 33186

The mailing address of the Limited Liability Company is:  
12900 SW 128 STREET  
SUITE 100  
MIAMI, FL. 33186

**Article III**

The purpose for which this Limited Liability Company is organized is:  
ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The name and Florida street address of the registered agent is:  
WILLIAM GARCIA  
12900 SW 128 STREET  
SUITE 200  
MIAMI, FL. 33186

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: WILLIAM GARCIA

### **Article V**

The name and address of managing members/managers are:

Title: MGR  
SOUTHERN HOMES OF BROWARD, INC.  
12900 SW 128 ST, SUITE 100  
MIAMI, FL. 33186

L05000016364  
FILED 8:00 AM  
February 17, 2005  
Sec. Of State  
mthomas

### **Article VI**

The effective date for this Limited Liability Company shall be:

02/17/2005

Signature of member or an authorized representative of a member

Signature: HECTOR GARCIA

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**LIMITED LIABILITY COMPANY**

**OPERATING AGREEMENT**

**FOR**

**SOUTHERN COMMERCE PARK AT DORAL, LLC,**

**A FLORIDA LIMITED LIABILITY COMPANY**

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## OPERATING AGREEMENT

This Operating Agreement (the "Agreement") is made and adopted as of the Effective Date of February \_\_\_ 2005, by **SOUTHERN COMMERCE PARK AT DORAL, LLC.**, a Florida limited liability company (hereinafter referred to as "Southern"), and those parties identified on the Schedule of members attached hereto and made a part hereof as **Exhibit "A"** (hereinafter collectively with Southern referred to as the "Members").

In consideration of the mutual promises made and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I DEFINITIONS

1.1 Definitions. The following terms shall have the following meanings when used herein:

"Act" - The Florida Limited Liability Company Act, **Sections 608.401-608.514**, of the Florida Statutes, as amended from time to time.

"Additional Capital Contributions" - Additional funds contributed by Members as may become necessary as discussed in **Article IV Section 4.2**.

"Adjusted Capital Account Deficit" - With respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amount which such Member is obligated to restore pursuant to **Treasury Regulations §1.704-2(g)(1) and 1.704-2(i)(5)**; and

(ii) Debit to such Capital Account the items described in **Treasury Regulations §1.704-1(b)(2)(ii)(d)(4), (5) and (6)**.

"Adjusted Capital Contribution(s)" - As of any day, a Member's Capital Contributions plus Additional Capital Contributions adjusted as follows:

(i) increased by the amount of any Company liabilities which, in connection with distributions are assumed by such Member or are secured by any Company Property distributed to such Member;

(ii) reduced by the amount of cash and the Gross Asset Value of any Company Property distributed to such Member, and the amount of any liabilities of such Member assumed by the Company which are secured by any property contributed by such Member to the Company.

will not be taken into account in computing Profits or Losses.

**"Pro Forma Statements"** - The performance assumptions prepared by **SOUTHERN**.

**"Services"** - Acquiring land, planning, developing, marketing, selling and constructing residential units at the Development.

**"Treasury Regulations"** - The final and temporary (but not proposed) Income Tax Regulations promulgated under the Code, as such Treasury Regulations may be amended from time to time (including corresponding provisions of succeeding Treasury Regulations).

**"Unrecovered Capital"** - With respect to a Member, an amount, determined for each day of a particular Fiscal Year, equal to the aggregate of all Capital Contributions and Additional Capital Contributions made by such Member and reduced by all distributions made to such Member on or before such day (excluding, however, payments of principal and interest on Member Loans).

1.2 **Construction.** Whenever the context requires, the gender of all words used in this Agreement will include the masculine, feminine and neuter. Unless otherwise specified, all references to Articles and Sections refer to articles and sections of this Agreement, and all references to Exhibits are to Exhibits attached hereto, each of which is made a part hereof for all purposes. The captions contained herein are solely for the convenience of the parties and will not constitute a part of the substance, intent or terms of this Agreement, nor will such captions be considered in the construction of this Agreement. To the extent not otherwise provided in this Agreement, the rights, duties and relations of the Members and Manager will be controlled by the laws of the State of Florida, including the Act.

## **ARTICLE II** **FORMATION, PURPOSES, FORM AND PROPERTY**

### 2.1 **Formation.**

2.1.1 This Company has been created pursuant to the laws of the State of Florida and the Act. However, other than where the Act expressly provides that it supersedes any provision contained in this Agreement, the terms of this Agreement will apply.

2.1.2 The Company will be managed by **one** Manager.

2.2 **Name.** The name of the Company is **"SOUTHERN COMMERCE PARK AT DORAL, LLC"**.

2.3 **Purposes.** The purposes of the Company are to acquire, plan, develop, construct, market, sell or lease commercial office buildings, and to do all things necessary, advisable and expedient in connection with, or incidental to, such activities.

occurs, was the owner of the Company Interest. The Manager and the Company will incur no liability for making allocations and distributions in accordance with the provisions of this **Section 6.3**, whether or not the Manager or the Company has knowledge of any Disposition of Company Interest.

6.4 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution or allocation to the Company or the Members will be treated as amounts distributed to the Members pursuant to this **Article VI** for all purposes under this Agreement. The Manager is authorized to withhold from distributions, or with respect to allocations, to the Members and to pay over to any federal, state or local government any amounts required to be so withheld pursuant to the Code or any provision of any other federal, state or local law, and will allocate such amounts to the Members with respect to which such amount was withheld.

## ARTICLE VII MEMBERS

7.1 Members' Company Interests. The Company will not issue certificates evidencing the ownership of Company Interests, nor will it maintain a register of certificates. Notwithstanding anything to the contrary herein, for voting purposes only, Member Southern Builders of South Florida, Inc., shall control the voting rights and be entitled to vote fifty one percent (51%) of the voting rights and/or percentage interests of all Members on any decisions to be made by the Members herein. The remaining voting rights shall be proportionately allocated to the remaining Members.

### 7.2 Actions by Members.

7.2.1 The Members will hold an annual meeting at the time and place designated by the Manager but no later than **one hundred and twenty (120)** days after the close of the Company's Fiscal Year.

7.2.2 Special meetings of the Members will be held when directed by the Manager, or when requested by Notice from the holders of not less than **sixty (60%)** of all Percentage Interests entitled to vote at the meeting.

7.2.3 Meetings of Members will be held within the State of Florida.

7.2.4 Notice of a meeting of Members must state the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, and such Notice must be delivered to each Member not less than **ten (10)** nor more than **sixty (60)** days before the meeting.

7.2.5 When a meeting is adjourned to another time or place, it will not be necessary to give any Notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the

original date of the meeting. If, however, after the adjournment the Manager fixes a new date for the adjourned meeting, a Notice of the adjourned meeting must be given to each Member.

7.2.6 Each of the voting Member(s) will be entitled at each meeting, and upon each proposal presented at a meeting of Members, to vote in person or by proxy. Every proxy must be signed by the Member, and no proxy will be valid after the expiration of **eleven (11)** months from the date thereof unless otherwise provided in the proxy. Every proxy will be revocable at the pleasure of the Member executing it. The authority of the holder of a proxy to act will not be revoked by the incompetence or death of the Member (if such Member is a natural person) who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death shall have been received by the Company. If expressly provided in a proxy, a proxy holder may appoint in writing a substitute to act in its place.

7.2.7 Any action required or permitted by law or this Agreement to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall have been signed by Members owning not less than the Percentage Interests that would have been necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Within **ten (10)** days after obtaining such authorization by written consent, the Manager will give Notice to those Members who have not consented in writing. The Notice will fairly summarize the material features of the authorized action.

## ARTICLE VIII MANAGEMENT

### 8.1 Rights, Powers and Duties of the Manager.

The overall management and control of all aspects of the business affairs of the Company shall be vested exclusively in the Manager. The Manager shall have all the rights and powers of a Manager as provided by law, and as provided by the Management Agreement. Each Member, by their execution hereof, does hereby acknowledge and agree that the Manager may be an affiliate of, or related to, **Southern**, and that certain contractual relationships may be entered into by the Manager on behalf of the Company with parties which may be affiliates of, with or related to **Southern**.

### 8.2 Liability and Indemnification.

No Member nor any of its officers, shareholders, directors, employees or agents shall be liable to the Company or any Member for any loss or liability incurred in connection with any act or omission in the conduct of the business of the Company in accordance with the terms hereof, including, but not limited to, any liability under any financing executed by the Manager as agent for the Company, except for any loss or liability which the Company incurs in connection with such person's or entity's fraud, willful and wanton misconduct or gross negligence (provided that nothing contained herein shall relieve a Member of any liability for the fraud, willful and wanton misconduct, or gross negligence of such Member's officers,



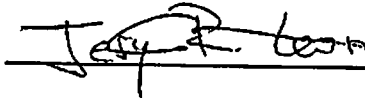

16.16 No Oral Modification. No modification or waiver of this Agreement or any part thereof shall be valid or effective unless in writing and signed by the party or parties required herein; no waiver of any breach or condition of this Agreement shall be deemed a waiver of any subsequent breach, whether of like or different nature.

16.17 Governing Law. This Agreement and the rights of the Members shall be governed by and construed or enforced in accordance with the laws of the State of Florida without regard to any conflict of law provisions.

16.18 Notices. All notices required pursuant to this Agreement, shall be in writing and shall be deemed to have been delivered and given for all purposes: a) if delivered personally to the party or the address listed in this Operating Agreement; or, b) if sent by registered or certified mail, postage is prepaid, five (5) days after posted in the United States Post Office, whether or not the same is actually received, provided the same is addressed as follows:

IN WITNESS WHEREOF, the Member has executed this Agreement on the day and year first above written.

Signed, sealed and delivered in the presence  
of:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**MEMBER:**  
**SOUTHERN BUILDERS OF SOUTH FLORIDA, INC.**  
a Florida corporation

BY:   
\_\_\_\_\_  
**HECTOR GARCIA, President**

**SAVANNAH BUILDERS, INC.,**  
a Florida corporation

BY:   
\_\_\_\_\_  
**JORGE GUERRA, President**

**CERTIFICATE OF INCORPORATION**  
**OF**  
**SOUTHERN HOMES OF BROWARD, INC.**

98 SEP 16 PM 12:55  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**FILED**

WE, the undersigned hereby associate for the purpose of becoming a Corporation under the laws of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation for profit.

**ARTICLE I**

The name of the Corporation shall be: SOUTHERN HOMES OF BROWARD, INC.

**ARTICLE II**

The Corporation may engage in any activity or business permitted under the laws of the United States and the State of Florida.

**ARTICLE III**

The maximum number of shares of stock with a One Dollar, (\$1.00) par value that is authorized to have outstanding at any one time is Five Hundred (500) shares.

**ARTICLE IV**

The amount of Capital with which this Corporation will begin business will not be less than Five Hundred Dollars (\$500.00).

**ARTICLE V**

The capital stock of this Corporation shall be issued pursuant to a plan under Section 1244, Internal Revenue Code of 1954, as added by the Small Business Tax Revision Act of 1958; all of the stocks and securities in lieu of cash or at a just valuation are to be determined by the Board of Directors of this Corporation.

**ARTICLE VI**

This Corporation is to have perpetual existence.

**ARTICLE VII**

The principal office of this Corporation shall be:

7990 S.W. 117<sup>TH</sup> AVENUE  
Suite 135  
Miami, Florida 33183

**ARTICLE VIII**

The number of members of the Board of Directors of this Corporation shall not be less than one person. The name and post office address of the first Board of Director, who, subject to the provisions of this Certificate of Incorporation, the By-Laws and Acts of Legislature, shall hold office for the first year of the Corporation's existence or until successors are elected and shall be duly qualified are:

<u>Name</u>	<u>Address</u>
Gerardo L. Aguirre Director	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183
Hector Garcia Director	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183

**ARTICLE IX**

The name and post office address of each subscriber to this Certificate of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
Gerardo L. Aguirre	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183
Hector Garcia	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183

#### ARTICLE X

No shareholder of this Corporation may sell or transfer stock in this Corporation except to another individual who is eligible to be a shareholder in this Corporation, and such sale or transfer may be made only after the same shall have been approved at a shareholder's meeting, exclusive of the stock to be sold. The shares of stock held by the stockholder proposing to sell or transfer his shares may not be voted or counted for the purpose of said meeting.

#### ARTICLE XI

The Corporation shall have the further right and power to; from time to time determine whether and to what extent and at what time and places and under what conditions and regulations the accounting books of this Corporation (other than the stock books) or any of them, shall be open to the inspection of the stockholder, and no stockholder shall have the right of inspecting any account book or document of this Corporation except as conferred by statute, unless authorized by resolution of the stockholders or the Board of Directors.

#### ARTICLE XII

The Corporation in its By-Laws, may confer powers upon its Board of Directors or Officers, in addition to the foregoing, and in addition to the powers authorized and expressly conferred by Statute.

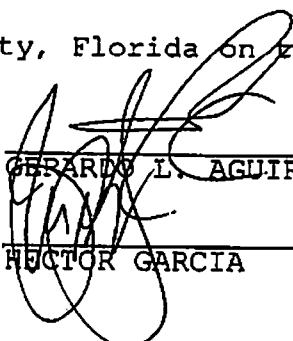
Both Stockholders and Directors shall have the power, if the By-Laws so provide, to hold their respective meetings and to have one or more Officers within and without the State of Florida, and to keep the books of this Corporation (subject to the provisions of this statute) outside the State of Florida, at such places as may, from time to time, be designated by the Board of Directors.

The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation in any manner now or hereafter prescribed by Statute, and all rights conferred upon the Stockholders herein, are granted subject to this reservation.

WE, the undersigned, being the only original subscriber to the capital stock herein above named for the purpose of forming a corporation for profit to do business both within and without the State of Florida, do hereby make, subscribe, acknowledge and file this Certificate hereby declaring that the facts herein above stated are true and so respectively agree to abide by the Articles as herein stated.



SUBSCRIBED AT MIAMI, Dade County, Florida on this 28 day of August, 1998.

  
\_\_\_\_\_  
GERARDO L. AGUIRRE

\_\_\_\_\_  
HECTOR GARCIA

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority personally appeared **GERARDO L. AGUIRRE AND HECTOR GARCIA**, who after being first duly sworn and under oath, deposes and states that he signed the above and foregoing Certificate of Incorporation on this 28 day of August, 1998.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

AT LARGE  
OFFICIAL NOTARY SEAL  
ROBERT WAYNE  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC530812  
MY COMMISSION EXP. FEB. 24, 2000

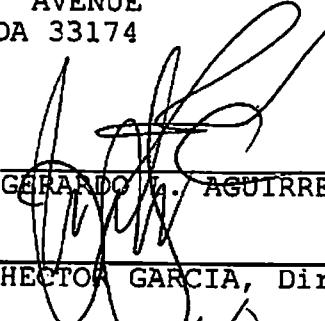
**CERTIFICATE OF DESIGNATION  
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is: SOUTHERN HOMES OF BROWARD, INC.

2. The name and address of the registered agent and office is:

ROBERT WAYNE, ESQUIRE  
1225 S.W. 87<sup>TH</sup> AVENUE  
MIAMI, FLORIDA 33174

  
GERARDO M. AGUIRRE, Director

HECTOR GARCIA, Director

Date: 8/20/98

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

  
REGISTERED AGENT

Date: August 31, 1998

98 SEP 16 PM 12:55  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

FILED

**BYLAWS**  
**OF**  
**SOUTHERN HOMES OF BROWARD, INC.**

***ARTICLE I***

***Principal Office***

The principal office of the Corporation shall be established and maintained at 12900 SW 128<sup>th</sup> Street, Suite 100, Miami, Florida 33186, until changed to such place or places as the Board of Directors may determine.

***ARTICLE II***

***Seal***

The Corporation shall have a corporate seal which shall be in circular form and have inscribed thereon the name of the Corporation, the year of its incorporation and the words "CORPORATE SEAL" and may use the same by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced upon any paper or document.

***ARTICLE III***

***Meetings of Shareholders***

***SECTION 1. Place of Meeting.*** All meetings of the shareholders shall be held at such place within or without the State of Florida as shall be designated from time to time by the Board of Directors and stated in the notice of such meeting or in a duly executed waiver of notice thereof.

***SECTION 2. Annual Meetings.*** The annual meeting of the shareholders of the Corporation shall be held the first Monday of September beginning in 1999. If the day fixed for the annual meeting shall be a legal holiday in the State of Florida or the state or jurisdiction where

the meeting is to be held, such meeting shall be held on the next succeeding business day. The purpose of the annual meeting of shareholders shall be to elect directors and to transact such other business as may come before the meeting. If the election of directors shall not be held on the day designated herein for the annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause such election to be held at a special meeting of the shareholders as soon thereafter as conveniently possible.

*SECTION 3. Special Meetings.* Special meetings of the shareholders, for any purpose or purposes, may be called (a) by the Board of Directors, (b) by the holders of not less than three quarters of all the shares entitled to vote at the meeting, or (c) by the President.

*SECTION 4. Notice of Meetings.* Whenever shareholders are required or authorized to take any action at a meeting, a notice of such meeting, stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered, no fewer than ten (10) nor more than sixty (60) days before the date set for such meeting, either personally or by first-class mail, by or at the direction of the President or the Secretary, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder, at his address as it appears on the stock transfer books of the Corporation, with first-class postage prepaid thereon. Written waiver by a shareholder of notice of a shareholders' meeting, signed by him, whether before or after the time stated thereon, shall be equivalent to the giving of such notice.

*SECTION 5. Action by Consent in Writing.* Any action required or permitted to be taken at any annual or special meeting of the shareholders of this Corporation may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action

so taken, shall be signed by the holders of the outstanding stock, having no fewer than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

*SECTION 6. Quorum.* The majority of the shares entitled to vote thereat, present or represented by proxy at any meeting, shall constitute a quorum of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting, subject to the provisions of Section 4 hereof.

*SECTION 7. Required Vote.* If a quorum is present at any meeting, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the question is one for which, by express provision of law or of the Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

*SECTION 8. Voting and Proxies.* Except as otherwise provided in the Articles of Incorporation or by the terms of any outstanding series of Preferred Stock of the Corporation, each

shareholder shall be entitled at each meeting and upon each proposal presented at such meeting to one vote in person or by proxy for each share of voting stock recorded in his name on the books of the Corporation on the record date fixed as below provided, or if no such record date was fixed, on the day of the meeting. Every proxy must be signed by the shareholder or his attorney in fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by law. If a proxy expressly provides, any proxy-holder may appoint in writing a substitute to act in his place.

*SECTION 9. Voting Lists.* The Secretary shall have charge of the stock ledger and shall prepare and make, or cause to be prepared and made, at least ten (10) days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number and class and series, if any, of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder at any time during usual business hours for a period of at least ten (10) days prior to the meeting, either at (i) the registered office of the Corporation, (ii) the principal place of business of the Corporation, or (iii) the office of the transfer agent or registrar of the Corporation. The list also shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder or proxy who is present. The stock ledger shall be the only evidence as to who are the shareholders entitled to examine the stock ledger, the list required by this section or the books of the Corporation, or to vote in person or by proxy at any meeting of shareholders. The requirements set forth in this section shall not apply to any meeting occurring while the Corporation has fewer than six shareholders.

*SECTION 10. Record Date.* In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix in advance, but shall not be required to, a record date in accordance with the Florida Statutes then in effect.

*SECTION 11. Office.* No person shall be required to own, hold or control stock in the Corporation as a condition precedent to holding an office in the Corporation.

#### *ARTICLE IV*

##### *Board of Directors*

*SECTION 1. Powers.* The business of the Corporation shall be managed and its corporate powers shall be exercised by its Board of Directors, except as otherwise provided by statute or by the Articles of Incorporation.

*SECTION 2. Number.* Until the number is changed by resolution of the shareholders at any time and from time to time, the Board shall consist of at least (1) director.

*SECTION 3. Election and Term of Office.* Directors shall be elected at the annual meeting of shareholders, except as provided in Sections 4 and 5 of this Article. At each meeting of shareholders for the election of directors at which a quorum is present, the persons receiving the greatest number of votes, up to the number of directors to be elected, shall be the directors. Each director shall hold office until the next succeeding annual meeting, or until his successor is elected and qualified, or until his earlier resignation by written notice to the Secretary of the Corporation, or until his removal from office.

*SECTION 4. Vacancies.* Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected until the next annual meeting of the shareholders. If there are no directors in office, then any officer or any shareholder or an executor, administrator, trustee or guardian of a shareholder or other fiduciary entrusted with like responsibility for the person or estate of a shareholder, may call a special meeting of shareholders for the purpose of electing a new Board of Directors.

*SECTION 5. Removal.* At a special meeting of the shareholders, duly called expressly for that purpose as provided in these Bylaws, any director or directors, by the affirmative vote of the holders of a majority of all the shares of stock outstanding and entitled to vote for the election of directors, may be removed from office, either with or without cause, and the remaining directors, in the manner provided in these Bylaws, shall fill any vacancy or vacancies created by such a removal.

*SECTION 6. Place of Meetings.* Meetings of the Board of Directors of the Corporation, regular or special, may be held either within or without the State of Florida.

*SECTION 7. Regular Meetings.* The Board of Directors shall hold a regular meeting each year immediately after the annual meeting of the shareholders at the place where such meeting of the shareholders was held for the purpose of election of officers and for the consideration of any other business that may be properly brought before the meeting. No notice of any kind to either old or new members of the Board of Directors for such regular meeting shall be necessary.



*SECTION 8. Special Meetings.* Special meetings of the Board of Directors may be called by any two directors, the Chairman of the Board or the President or Secretary on two (2) days' written notice to each director, either personally or by mail or by telegram. Notice of any special meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance by a director at a special meeting shall constitute a waiver of notice of such special meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because such special meeting is not lawfully convened.

*SECTION 9. Quorum.* A majority of all the directors shall constitute a quorum for the transaction of business. The affirmative vote of the majority of directors present at a meeting where a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

*SECTION 10. Compensation.* The Board of Directors shall have the authority to fix the compensation of directors, and the directors may be paid their expenses, if any, for attendance at each meeting of the Board of Directors.

*SECTION 11. Executive Committee.* The Board, by resolution passed by a majority of the whole Board, may designate from among its members an executive committee and one or more other committees, which committees, to the extent provided in such resolution, shall have and exercise any or all of the authority of the Board of Directors, except that no such committee shall have the authority to take actions prohibited to such committees by the Florida Statutes.

*SECTION 12. Presence at Meetings.* Members of the Board of Directors or an executive committee shall be deemed present in person at a meeting of such Board or committee if a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other is used.

*SECTION 13. Written Consent.* Any action of the Board of Directors or of any committee thereof, which is required or permitted to be taken at a regular or special meeting, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, signed by all of the members of the Board of Directors or of the committee, as the case may be, is filed in the minutes of the proceedings of the Board of Directors or committee.

## *ARTICLE V*

### *Officers*

*SECTION 1. Designation.* The Corporation shall have a President, a Secretary and a Treasurer. The Corporation also may have, at the discretion of the Board of Directors, a Chairman of the Board and one or more Vice Presidents (however titled), Assistant Secretaries and Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. One person may hold two or more offices.

*SECTION 2. Election.* The Board of Directors shall elect a President, a Secretary and a Treasurer, and may elect such other officers, including a Chairman of the Board, as the business of the Corporation may require, all such officers to be elected at the annual meeting of the Board of Directors or at a special meeting called for that purpose. Each such officer shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified. Officers shall be elected by the affirmative vote of the majority of

directors present at a meeting where a quorum is present.

*SECTION 3. Removal and Resignation.* Any officer elected or appointed by the Board of Directors may be removed, either with or without cause, by the affirmative vote of the majority of directors present at any meeting where a quorum is present. Any officer may resign at any time by giving written notice to the Board of Directors, or to the Chairman of the Board, if one shall have been elected, or to the President or the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

*SECTION 4. Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the Board of Directors.

*SECTION 5. Chairman of the Board.* The Chairman of the Board, if there shall be such an officer, if present, shall preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board of Directors or prescribed by these Bylaws.

*SECTION 6. President.* The President shall be the chief executive officer of the Corporation and, subject to the control of the Board of Directors, shall have control of the business affairs of the Corporation, and in particular shall have the authority to open bank accounts on behalf of the Corporation and shall the authority to negotiate and obtain any loan financing deemed necessary and shall preside at all meetings of the shareholders, and in the absence of the Chairman of the Board, shall preside at all meetings of the Board of Directors. She shall execute deeds, bonds,

mortgages and other instruments on behalf of the Corporation, except where required or permitted by law to be signed and executed otherwise and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation. She shall be ex-officio a member of all the standing committees, if any, shall have the general powers and duties of management usually vested in the office of the chief executive officer of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

*SECTION 7. Executive Vice President.* The Executive Vice Presidents, if any, shall have such powers and perform such duties as may be prescribed from time to time for them respectively by the Chairman of the Board, the President, the Board of Directors or these Bylaws.

*SECTION 8. Secretary.* The Secretary shall keep, or cause to be kept, a book of minutes at the registered or principal office, or such other place as the Board of Directors may order, of all meetings of directors and shareholders, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of shares present or represented at shareholders' meetings and the proceedings thereof.

The Secretary shall give, or cause to be given, notice of all the meetings of the shareholders and of the Board of Directors required by these Bylaws or by law to be given, and he shall keep the seal of the Corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

*SECTION 9. Treasurer.* The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the

Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall be open at all reasonable times to inspection by any director.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation, shall render to the President and any director, whenever requested, an account of all his transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. If specifically required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

*SECTION 10. Compensation.* The compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board of Directors, or by such officer or officers as said Board shall direct, and no officer shall be prevented from receiving such compensation by reason of the fact that he is or was a director of the Corporation.

## *ARTICLE VI*

### *Certificates of Stock*

*SECTION 1. Description.* Every shareholder shall be entitled to have for each kind, class or series of stock held a certificate certifying the number of shares thereof held of record by him. Certificates shall be signed by the President or a Vice-President and the Secretary or an Assis-

tant Secretary, and may be sealed with the seal of the Corporation. The seal may be facsimile, engraved or printed. Where such certificate is signed by a transfer agent or a registrar other than the Corporation itself, the signature of any of those officers named herein may be facsimile. In case any officer who signed, or whose facsimile signature has been used on, any certificate shall cease to be such officer for any reason before the certificate has been delivered by the Corporation, such certificate may nevertheless be adopted by the Corporation and issued and delivered as though the person who signed it or whose facsimile signature has been used thereon had not ceased to be such officer.

*SECTION 2. Lost Certificates.* The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed. The Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

*SECTION 3. Preferences.* If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the distinguishing characteristics of each class or series, including designations, the relative rights and preferences or limitations as regards dividend rates, redemption rights, conversion privileges, voting powers or restrictions or qualifications of voting powers, or such other distinguishing characteristics as shall be stated either in the Articles of Incorporation or in the resolution or resolutions providing for the issue of such stock adopted by the Board of Directors or a duly constituted executive committee shall be set forth in full on the face or back of the certificate which the Corporation shall issue to represent such kind, class or series of

stock, provided that, in lieu of the foregoing requirements, said provisions may be either (a) summarized on the face or back of the certificate or (b) incorporated by reference made on the face or back of the certificate where such reference states that a copy of said provisions, certified by an officer of the Corporation, will be furnished by the Corporation or its transfer agent, without cost, to and upon request of the certificate holder.

*SECTION 4. Transfers of Stock.* Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books, except as otherwise required by law or by the terms of the stock certificate.

*SECTION 5. Registered Shareholders.* The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls, to the extent permitted by law, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to interest in such shares on the part of any other person, regardless of whether it shall have express or other notice thereof, except as otherwise required by law.

## *ARTICLE VII*

### *General Provisions*

*SECTION 1. Dividends.* The Board of Directors, at any regular or special meeting thereof, subject to any restrictions established by law or contained in the Articles of Incorporation, may declare and pay dividends upon the shares of its capital stock in cash, property or its own shares, except when the Corporation is insolvent or when the payment thereof would render the Corporation

insolvent.

*SECTION 2. Checks.* All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may designate from time to time.

*SECTION 3. Fiscal Year.* The fiscal year of the Corporation shall end on the 31st day of December.

*SECTION 4. Execution of Deeds, Contracts and Other Documents.* Except as otherwise provided by the Articles of Incorporation and the Board of Directors, all deeds and mortgages made by the Corporation and all other written contracts and agreements to which the Corporation shall be a party may be executed on behalf of the Corporation by the Chairman of the Board, if one shall have been elected, the President or one or more Vice Presidents, if any shall have been elected, and may be attested to and the corporate seal affixed thereto by the Secretary or Assistant Secretary. The Board of Directors may authorize the execution of deeds, mortgages and all other written contracts and agreements to which the Corporation may be a party by such other officers, assistant officers or agents, as may be selected by the said Chairman of the Board or President from time to time and with such limitations and restrictions as authorization may prescribe.

## *ARTICLE VIII*

### *Amendment to Bylaws*

These Bylaws may be altered, amended, repealed or added to by the vote of a majority of the Board of Directors present at any regular meeting of the said Board, or at a special meeting of the directors called for that purpose, provided a quorum of the directors are present at such meeting, unless the power to alter, amend, repeal or add to the Bylaws is reserved to the shareholders by the



Articles of Incorporation.

## ***ARTICLE IX***

### ***Indemnification***

***SECTION 1. General.*** The Corporation may indemnify to the fullest extent permitted by law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise.

***SECTION 2. Expenses.*** To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above, or in any defense of any claim, issue or matter therein, he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him in connection therewith.

***SECTION 3. Standard of Conduct.*** Any indemnification shall be made hereunder, unless pursuant to a determination by a court, only if a determination is made that indemnification of the director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct required by law. Such determination shall be made as required by law.

***SECTION 4. Advance Expenses.*** Expenses incurred in defending any action, suit or proceeding may be paid in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Section 3 above upon receipt of any undertaking by or on

behalf of the director, officer, employee or agent to repay such amount, if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article.

*SECTION 5. Benefit.* The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person.

*SECTION 6. Insurance.* The Corporation shall be empowered to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

*SECTION 7. Affiliates.* For the purposes of this Article, references to "the Corporation" include all constituent corporations absorbed in a consolidation or merger, as well as the resulting or surviving corporation, so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article

with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

*SECTION 8. Survival.* Upon the death of any person having a right to indemnification under this Article, such right shall inure to his heirs and legal representatives. In addition, such heirs and legal representatives shall be entitled to indemnification, under the terms of this Article, against all expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) imposed upon or reasonably incurred by them in connection with any claim, action, suit or proceeding described in the foregoing Section 1 on account of such deceased person.

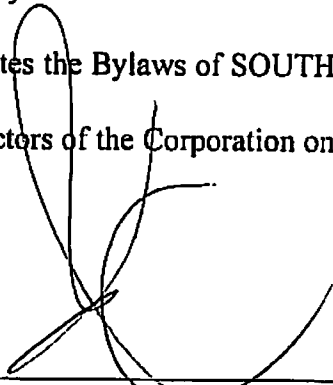
**ARTICLE X**

**Severability**

The provisions of these Bylaws shall be separable each from any and all other provisions of these Bylaws, and if any such provision shall be adjudged to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, or the powers granted to this Corporation by the Articles of Incorporation or Bylaws.

THIS CERTIFIES that the foregoing constitutes the Bylaws of SOUTHERN HOMES OF BROWARD, INC., as adopted by the Board of Directors of the Corporation on the 30 day of

September, 1998.



---

Gerardo Aguirre, Secretary

(Corporate Seal)

**EXHIBIT "E-1"**

**Resolutions - Company**

**[see following page]**

**COMPANY RESOLUTION**

The undersigned, being the sole Members of SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company (the "Company"), pursuant to the provisions of the Articles of Organization of the Company, the Operating Agreement of the Company and the Florida Limited Liability Act, do hereby waive any and all formal notice and meeting requirements of the Company, and do hereby adopt the following resolutions for and on behalf of the Company:

WHEREAS, SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company (the "Company"), and The City of Doral, a Florida municipal corporation (the "City"), are parties to that certain Contract for Purchase and Sale of Real Property (as amended from time to time, the "Agreement") pursuant to which the Company agreed to sell to the City the East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida (the "Property"), in accordance with the terms and provisions set forth in the Agreement; and

WHEREAS, the Company desires to authorize Southern Homes of Broward, Inc., a Florida corporation (the "Manager"), the sole Manager of the Company, to make, execute and deliver all agreements, documents, instruments, certificates, affidavits and statements in the name and on behalf of the Company necessary or required for the Company to sell and convey the Property to the City and otherwise perform pursuant to and in accordance with the terms and provisions of the Agreement (all such agreements, documents, instruments, certificates, affidavits and statements are referred to herein collectively as the "Closing Documents").

NOW THEREFORE, it is hereby:

RESOLVED, that the Manager is hereby authorized, empowered and directed to make, execute and deliver in the name and on behalf of the Company all of the Closing Documents necessary or required for the Company to sell and convey the Property to the City and otherwise perform pursuant to and in accordance with the terms and provisions of the Agreement; and

FURTHER RESOLVED, that the Manager is authorized, empowered and directed to make, execute and deliver in the name and on behalf of the Company all of the Closing Documents as the Manager may consider necessary or appropriate, on such terms and provisions that the Manager may agree to, in order to consummate the transaction contemplated in these resolutions; and

FURTHER RESOLVED, that the agreement of the Company of and to the terms and provisions of the Closing Documents executed by the Manager in connection with transaction contemplated in these resolutions shall be conclusively established by the Manager's execution thereof; and

FURTHER RESOLVED, that any and all past actions taken by the Manager (including, without limitation, the execution and delivery of the Agreement and all amendments, modifications, supplements and assignments thereto and thereof) in connection with the transaction contemplated in these resolutions are hereby approved, ratified and affirmed by the Company in all respects.

EXECUTED by the sole Members of the Company as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**MEMBER:**

\_\_\_\_\_  
Hector Garcia, chief executive officer of Southern Builders of South Florida, Inc., a Florida corporation

**MEMBER:**

\_\_\_\_\_  
Jorge Guerra, president of Savannah Builders, Inc., a Florida corporation

**EXHIBIT "E-2"**

**Resolutions - Manager**

**[see following page]**

**CORPORATE RESOLUTION**

The undersigned, being all of the Directors of SOUTHERN HOMES OF BROWARD, INC., a Florida corporation (the "Corporation"), pursuant to the provisions of the Articles of Incorporation of the Corporation, the Bylaws of the Corporation, and the Florida Business Corporation Act, do hereby waive any and all formal notice and meeting requirements of the Corporation, and do hereby adopt the following resolutions for and on behalf of the Corporation:

WHEREAS, SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company (the "Company"), and The City of Doral, a Florida municipal corporation (the "City"), are parties to that certain Contract for Purchase and Sale of Real Property (as amended from time to time, the "Agreement") pursuant to which the Company agreed to sell to the City the East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida (the "Property"), in accordance with the terms and provisions set forth in the Agreement; and

WHEREAS, the Company has authorized Southern Homes of Broward, Inc., a Florida corporation (the "Corporation"), the sole Manager of the Company, to make, execute and deliver all agreements, documents, instruments, certificates, affidavits and statements in the name and on behalf of the Company necessary or required for the Company to sell and convey the Property to the City and otherwise perform pursuant to and in accordance with the terms and provisions of the Agreement (all such agreements, documents, instruments, certificates, affidavits and statements are referred to herein collectively as the "Closing Documents"); and

WHEREAS, the Corporation desires to authorize Hector Garcia (the "Authorized Officer"), the duly appointed and incumbent chief executive officer of the Corporation, to make, execute and deliver in the name and on behalf of the Corporation on behalf of the Company all of the Closing Documents necessary or required for the Company to sell and convey the Property to the City and otherwise perform pursuant to and in accordance with the terms and provisions of the Agreement.

NOW THEREFORE, it is hereby:

RESOLVED, that the Authorized Officer is hereby authorized, empowered and directed to make, execute and deliver in the name and on behalf of the Corporation on behalf of the Company all of the Closing Documents necessary or required for the Company to sell and convey the Property to the City and otherwise perform pursuant to and in accordance with the terms and provisions of the Agreement; and

FURTHER RESOLVED, that the Authorized Officer is authorized, empowered and directed to make, execute and deliver in the name and on behalf of the Corporation on behalf of the Company all of the Closing Documents as the Authorized Officer may consider necessary or appropriate, on such terms and provisions that the Authorized Officer may agree to, in order to consummate the transaction contemplated in these resolutions; and

FURTHER RESOLVED, that the agreement of the Corporation of and to the terms and provisions of the Closing Documents executed by the Authorized Officer in connection with transaction contemplated in these resolutions shall be conclusively established by the Authorized Officer's execution thereof; and

FURTHER RESOLVED, that any and all past actions taken by the Authorized Officer (including, without limitation, the execution and delivery of the Agreement and all amendments, modifications, supplements and assignments thereto and thereof) in connection with the transaction contemplated in these resolutions are hereby approved, ratified and affirmed by the Corporation in all respects.

EXECUTED by the Directors of the Corporation as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**DIRECTOR:**

\_\_\_\_\_  
Hector Garcia

**DIRECTOR:**

\_\_\_\_\_  
Gerardo Aquirre

**EXHIBIT "E-3"**

**Company Affidavit**

[see following three (3) pages]



Prepared by:  
Michael S. Sheitelman, Esq.  
Sheitelman Law  
3858-S Sheridan Street  
Hollywood, Florida 33021

Record and Return to:  
Jason Post, Esq.  
Stearns Weaver Miller Weissler Alhadeff &  
Sitterson, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130



(Space Reserved for Clerk of Court)

**COMPANY AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Hector Garcia (the "Affiant"), the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who being by me first duly sworn, deposes and says as follows:

1. Affiant is the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation (the "Manager"), the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company (the "Company"), and as such, Affiant has personal knowledge of all facts and matters stated herein.

2. As of the date hereof: (a) the Company and the Manager are both in good standing with the State of Florida and their respective statuses are active; (b) neither the Company, the Manager nor any member of the Company has been dissolved, nor has the Company, the Manager or any member of the Company taken any action to dissolve or wind up their respective businesses or affairs; (c) neither the Company, the Manager nor any member of the Company is currently a debtor in any bankruptcy proceedings, nor has any petition in bankruptcy been filed by or against the Company, the Manager or any member of the Company; (d) the Company has been duly and properly authorized by its members to make, execute and deliver all agreements, documents, instruments, affidavits, certificates and statements necessary to sell and convey that certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property") to The City of Doral, a Florida municipal corporation (the "City"), as required by and in conformity with the Articles of Organization and Operating Agreement of the Company; (e) the Manager has been duly and properly authorized by the Company and its Board of Directors to make, execute and deliver, in the name and on behalf of the Company, all agreements, documents, instruments, affidavits, certificates and statements necessary to sell and convey the Property to the City as required by and in conformity with the Articles of Organization and Operating Agreement of the Company and the Articles of Incorporation and Bylaws of the Manager; and (f) Affiant has been duly and properly authorized by the Board of Directors of the Manager to make, execute and deliver, in the name and on behalf of the Manager for and on behalf of the Company, all agreements, documents, instruments, affidavits, certificates and statements necessary to sell and convey the Property to the City as required by and in conformity with the Articles of Incorporation and Bylaws of the Manager.

3. This instrument is given for the express purpose of inducing Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. (the "Title Agent"), as agent for Chicago Title Insurance Company (the "Title Company"), to issue a title insurance policy pursuant to the Title Company's title commitment Order No. 3197218, as revised (the "Commitment"), having an effective date as of \_\_\_\_\_ at \_\_\_\_\_. The Company shall indemnify, defend and hold Title Agent and Title Company harmless from and against any claims, causes of action,

losses, damages, fees, costs and expenses (including reasonable attorneys' fees and court costs through all trial and appellate levels and proceedings) incurred by either of them on account of their reliance on any untrue statement made herein by Affiant.

4. Affiant has read the full facts of this Affidavit and understands its contents. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

EXECUTED BY AFFIANT as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**AFFIANT:**

\_\_\_\_\_  
Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company

SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who is personally known to me or has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed Name

**EXHIBIT "A"**

**Legal Description of the Property**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "F"**

**Post Closing Agreement**

[see following thirty-four (34) pages]

**ASSIGNMENT OF MITIGATION CREDITS AND  
AGREEMENT FOR ALLOCATION OF OBLIGATIONS**

THIS ASSIGNMENT OF MITIGATION CREDITS AND AGREEMENT FOR ALLOCATION OF OBLIGATIONS (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company ("Southern"), and THE CITY OF DORAL, a Florida municipal corporation, (the "City"). Southern and the City may be referred to herein individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

WHEREAS, Southern, as the owner of that certain undeveloped land in Miami-Dade County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Overall Property") obtained that certain (i) South Florida Water Management District ("SFWMD") Environmental Resource Permit No. 13-03714-P, a copy of which is attached hereto as Exhibit "B" attached hereto and made a part hereof (the "SFWMD Permit"), (ii) United States Army Corp of Engineers ("COE") Section 404 Permit No. SAJ-2007-2674, a copy of which is attached hereto and made a part hereof as Exhibit "C" (the "COE Permit"), and (iii) Department of Environmental Resources Management ("DERM") Permit No. \_\_\_\_\_, a copy of which is attached hereto and made a part hereof as Exhibit "D" (the "DERM Permit"); and

WHEREAS, the SFWMD Permit, COE Permit and the DERM Permit (the SFWMD Permit, COE Permit and DERM Permit are referred to herein collectively as the "Permits") have been issued pursuant to a site plan for the Overall Property submitted by Southern to the applicable governmental authorities (the "Permitted Site Plan"); and

WHEREAS, Southern has sold that portion of the Overall Property more particularly described on Exhibit "E" attached hereto and made a part hereof (the "City Property") to the City pursuant to that certain Purchase and Sale of Real Property dated June 6, 2010 (as amended from time to time, the "Purchase and Sale Contract") and has retained ownership of the remaining portion of the Overall Property (the "Retained Property"); and

WHEREAS, the Parties intend to develop their respective portions of the Overall Property (each such portion of the Overall Property owned by each Party is referred to herein as a "Party's Property") independent of the other but, due to the nature of the Permits, the failure of a Party to satisfy and/or comply with any of the general or special conditions of the Permits and/or any "Permit Modification" (as hereinafter defined) applicable to such Party's Property will have an adverse impact on the other Party's use and enjoyment of such other Party's Property and, as a result thereof, the Parties desire to allocate certain rights, benefits and obligations of the Permits and Permit Modifications between the Retained Property and the City Property and the owners thereof as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions described herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1) Recitals. The above recitals are true and correct and incorporated into the substantive body of this Agreement.

2) The Permits.

a. The Parties, pursuant to the terms of paragraph 2.b. below, shall:

(i) Notify SFWMD, COE and DERM of the conveyance of the City Property to the City.

(ii) Seek to modify the SFWMD Permit (the "SFWMD Permit Modification") in

such a manner that: (1) contemplates two (2) separate phases of development for the Overall Property (i.e., one phase for the Retained Property and a second phase for the City Property); (2) the City will be the sole applicant for the SFWMD Permit Modification; (3) upon issuance of the SFWMD Permit Modification, the City will be the sole permittee under the SFWMD Permit Modification with respect to the City Property and Southern will remain the sole permittee under the SFWMD Permit with respect to the Retained Property; (4) the SFWMD Permit Modification will allocate all general and special conditions of the SFWMD Permit Modification solely to the City Property, except as otherwise contemplated by paragraph 2.d. below; and (5) the SFWMD Permit Modification does not adversely affect any of Southern's vested rights under the SFWMD Permit with respect to the Retained Property. If the SFWMD Permit Modification cannot be issued without violating any of the conditions set forth in (ii)(1) through (5) above, then the Party affected by such violation shall have the right to withdraw the SFWMD Permit Modification application prior to the issuance of the same by the SFWMD, whereupon, the Parties shall cooperate with one another in good faith to promptly resolve the issue causing the withdrawal of the SFWMD Permit Modification application.

(iii) seek to modify the DERM Permit (the "DERM Permit Modification") in such a manner that (1) contemplates two (2) separate phases of development for the Overall Property (i.e., one phase for the Retained Property and a second phase for the City Property), (2) the City will be the sole applicant for the DERM Permit Modification, (3) upon issuance of the DERM Permit Modification, the City will be the sole permittee under the DERM Permit Modification with respect to the City Property and Southern will remain the sole permittee under the DERM Permit with respect to the Retained Property, (4) the DERM Permit Modification will allocate all general and special conditions of the DERM Permit Modification solely to the City Property, except as otherwise contemplated by paragraph 2.d. below, and (5) the DERM Permit Modification does not adversely affect any of Southern's vested rights under the DERM Permit with respect to the Retained Property. If the DERM Permit Modification cannot be issued without violating any of the conditions set forth in (iii)(1) through (5) above, then the Party affected by such violation shall have the right to withdraw the DERM Permit Modification application prior to the issuance of the same by the DERM, whereupon, the Parties shall cooperate with one another in good faith to promptly resolve the issue causing the withdrawal of the DERM Permit Modification application.

b. The City shall retain URS Corporation (the "Consultant") to prepare, submit and process the change in ownership notifications, the SFWMD Permit Modification application and the DERM Permit Modification application (the SFWMD Permit Modification and the DERM Permit Modification are referred to herein as a "Permit Modification", and the SFWMD Permit Modification application and the DERM Permit Modification application are referred to herein as a "Permit Modification Application"). The City shall direct the Consultant to prepare the change in ownership notifications and Permit Modification Applications, and upon their completion, the Consultant shall circulate the same to Parties for their review and approval. Each Party shall review and provide the Consultant with any comments to the change in ownership notifications and/or Permit Modification Applications within ten (10) days after receipt of the same. In that regard, the Parties hereby acknowledge and agree that the City has no right to use any portion of the Retained Property in connection with the development, construction or use of the City Property or to meet or satisfy any rule, regulation, condition or requirement of SFWMD or DERM applicable to the City Property and, in that respect, Southern shall limit its comments to the Permit Modification Applications to only address any calculations, information, materials or other items therein that use or indicate the use of any portion of the Retained Property in connection with the development, construction or use of the City Property or to meet or satisfy any rule, regulation, condition or requirement of SFWMD or DERM applicable to the City Property. Failure of a Party to provide the Consultant with comments to the change in ownership notifications and/or any Permit Modification Applications during the ten (10) day review period shall be deemed an acceptance by such Party of the document(s) for which no comments were provided. If any comments are timely provided to the Consultant by either Party, then the Consultant shall, within five (5) business days after the expiration of the ten (10) day review period: (i) modify the change in ownership notifications and/or Permit Modification Applications (as applicable) to incorporate such comments; and (ii) re-circulate the modified documents among the Parties for their review and approval. Such review, comment, modification and re-circulation process shall continue until such time as both Parties have approved or are deemed to have approved

the change in ownership notifications and Permit Modification Applications; provided, however, if neither of the Permit Modification Applications use or indicate the use of any portion of the Retained Property in connection with the development, construction or use of the City Property or to meet or satisfy any rule, regulation, condition or requirement of SFWMD or DERM applicable to the City Property, then such review, comment, modification and re-circulation process shall not exceed forty-five (45) days after the date on which the last of the Permit Modification Applications was initially delivered to the Parties for review and comment. Once approved by the Parties, the City shall direct the Consultant to submit the change in ownership notifications and Permit Modification Applications to the applicable governmental authorities. The City shall direct the Consultant to keep the Parties informed as to the status of the Permit Modification Applications during the pendency thereof, including promptly providing the Parties with any comments to the application given by the SFWMD and/or DERM. The Parties hereby covenant and agree to cooperate in good faith with one another and the Consultant in the preparation of the Permit Modification Applications as well as addressing any comments given thereto by the SFWMD and/or DERM. All fees, costs and expenses payable to the Consultant and any governmental authority for or in connection with preparing, submitting and processing the change in ownership notifications and Permit Modification Applications shall be paid by the City.

c. Southern shall comply with all of the general and special conditions of the Permits and the Permit Modifications as the same apply to the Retained Property at its sole cost and expense, and the City shall comply with all of the general and special conditions of the Permits and the Permit Modifications as the same apply to the City Property at its sole cost and expense. If a Party receives any notice of violation from any governmental authority with respect to any of the Permits and/or Permit Modifications, then such Party shall promptly forward a copy of such notice to the other Party. Except as contemplated in paragraph 2.a. above and paragraph 2.d. below, a Party shall only be permitted to modify a Permit and/or a Permit Modification after its issuance only with respect to such Party's Property and only if such modification does not materially adversely affect any of the rights or benefits of the other Party's Property under such Permit and/or Permit Modification and, if as a result of any such modification any new condition (whether general or special) is imposed, then the Party who obtained such modification shall be obligated to satisfy such new condition at its sole cost and expense. This paragraph shall survive the termination of this Agreement.

d. Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree to cooperate within one another in good faith by granting such easements over such Party's Property that may be necessary for, or required by any governmental authority in connection with, the installation of any pipes, lines or other facilities for providing or discharging any drainage, water or sewer to or from the Overall Property (or any portion thereof) into a public drainage, water and/or sewer system; provided, however, the obligations of the Parties under this paragraph shall be conditioned on and limited by the following: (i) the easement shall be in a form reasonably acceptable to the Party granting the same; (ii) the easement shall be adjacent to the north or south boundaries of the Overall Property; and (iii) the easement shall not be greater than fifteen (15) feet in width. This paragraph shall survive the termination of this Agreement.

### 3) Mitigation Credits.

a. Southern has purchased certain Freshwater Forested Mitigation Credits from the Everglades Mitigation Bank and certain Freshwater Herbaceous Mitigation Credits from the United States Department of the Interior (such Freshwater Forested Mitigation Credits and Freshwater Herbaceous Mitigation Credits are referred to herein collectively as the "Mitigation Credits").

b. All of the Mitigation Credits shall be used to satisfy the off-site mitigation requirements of the SFWMD Permit, the COE Permit, the DERM Permit and the Permit Modifications. However, the exact amount of Mitigation Credits needed to develop the Retained Property and the exact amount of Mitigation Credits needed to develop the City Property are unknown as of the Effective Date due to the Parties' intention of revising the Permitted Site Plan. In that regard, Southern hereby assigns to the City the amount of Mitigation Credits (not to exceed, however, fifty percent (50%) of each type of mitigation credit) needed to develop the City Property pursuant to its site plan for the City Property (the

"City Site Plan"), and Southern hereby retains all remaining Mitigation Credits (not to be less than, however, fifty percent (50%) of each type of mitigation credit) for use in developing the Retained Property pursuant to its new site plan for the Retained Property (the "Southern Site Plan"). If the development of a Party's Property pursuant to its approved and permitted site plan requires less than fifty percent (50%) of the Mitigation Credits and the development of the other Party's Property pursuant to its approved and permitted site plan requires more than fifty percent (50%) of the Mitigation Credits, then such Party with the excess Mitigation Credits shall assign all such excess Mitigation Credits to the other Party at no cost. If, however, the development of a Party's Property pursuant to its approved and permitted site plan requires more than fifty percent (50%) of the Mitigation Credits and the other Party does not have any excess Mitigation Credits to assign (whether because an approved and permitted site plan for such other Party's Property has not yet been obtained or, if obtained, development pursuant thereto requires the use of all such Mitigation Credits), then the Party requiring additional Mitigation Credits shall be obligated to purchase the same at such Party's sole cost and expense. If after approved and permitted site plans for both of the Parties' Properties have been obtained and the exact amount of Mitigation Credits needed to develop the Overall Property is known and it is determined that excess Mitigation Credits have been purchased, then the Parties shall reasonably cooperate with one another in an attempt to obtain a refund for any such excess Mitigation Credits with the Parties sharing any such refund in proportion to the actual amount of Mitigation Credits used by each. The Parties hereby acknowledge and agree, however, that neither Party shall have any liability to the other in the event there are no excess Mitigation Credits or, if any, the Parties are unable to obtain a refund for the same. This paragraph shall survive the termination of this Agreement.

4) Further Assurances.

a. Each Party (a "Delivering Party") shall promptly execute and deliver to the other Party (a "Requesting Party") such consents, joinders and other authorizations that the Requesting Party may need to submit and process any application for a modification to any of the Permits, including the Permit Modifications. If the Requesting Party is seeking a modification to any of the Permits or the Permit Modifications pursuant to paragraph 2.c above, then the Requesting Party shall pay any and all fees, costs and expenses relating to any such application.

b. Subject to the conditions and limitations set forth in paragraph 2.d. above, a Delivering Party shall promptly execute and deliver to the Requesting Party such easements that may be necessary for, or required by any governmental authority in connection with, the installation of any pipes, lines and other facilities for providing or discharging any drainage, water or sewer to or from the Overall Property (or any portion thereof) into a public drainage, water and/or sewer as required by paragraph 2.d. above.

c. In addition to promptly executing and delivering the consents, joinders, authorizations and easements contemplated by paragraphs 4.a. and b. above, each Party covenants and agrees to perform such other acts, and to execute, acknowledge and deliver such other agreements, documents, instruments and materials as the other Party may reasonably request in order to give effect to the purpose and intent of this Agreement.

5) Default. If a Party (the "Defaulting Party") defaults on any term, covenant or condition of this Agreement applicable to the Defaulting Party, then the "Non-Defaulting Party" shall give the Defaulting Party written notice (the "Notice") of such default (the "Default Condition") and the Defaulting Party shall have fifteen (15) days following receipt of the Notice (the "Cure Period") to cure the Default Condition. If, however, the Default Condition is not capable of being cured within the Cure Period, then the Defaulting Party shall (provided it has commenced curing the Default Condition within the Cure Period and thereafter diligently continues to cure the Default Condition to completion) have up to sixty (60) days following receipt of the Notice to cure the Default Condition. If the Defaulting Party fails to cure the Default Condition as provided in this paragraph, then the Non-Defaulting Party shall have the right to cure the Default Condition at the cost and expense of the Defaulting Party. In the event the Non-Defaulting Party elects to cure the Default Condition, then all costs and expenses incurred by the Non-Defaulting Party in doing so shall be payable on demand by the Non-Defaulting Party.



6) Indemnification.

a. Southern shall indemnify, defend and hold the City harmless from and against any and all claims, actions, demands, liabilities, damages, judgments, fines, penalties, fees, costs and expenses (including attorneys' fees and costs through all trial and appellate levels and proceedings) incurred by the City as a result of Southern's breach of any term, covenant or condition of this Agreement applicable to Southern. This paragraph shall survive the termination of this Agreement.

b. The City shall indemnify, defend and hold Southern harmless from and against any and all claims, actions, demands, liabilities, damages, judgments, fines, penalties, fees, costs and expenses (including attorneys' fees and costs through all trial and appellate levels and proceedings) incurred by Southern as a result of the City's breach of any term, covenant or condition of this Agreement applicable to the City. This paragraph shall survive the termination of this Agreement.

7) Notices. All notices required or permitted to be given under this Agreement must be in writing and delivered to the Parties at the addresses set forth below (or such other address as may be hereafter designated in writing by a Party). Any such notice must be personally delivered or sent by certified mail (postage pre-paid), overnight courier or facsimile. Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier or facsimile) or on the date which is three (3) days after such notice is deposited in the United States mail (if sent by certified mail, postage prepaid). The Parties' addresses for the delivery of all notices are as follows:

As to Southern: SOUTHERN COMMERCE PARK AT DORAL, LLC  
12900 S.W. 128<sup>th</sup> Street, Suite 200  
Miami, Florida 33186  
Attention: Hector Garcia  
Telephone: (305) 971-0102  
Facsimile: (305) 971-0190

With a copy to: Michael S. Sheitelman, Esquire  
Sheitelman Law, PA  
3858-S Sheridan Street  
Hollywood, Florida 33021  
Telephone: (954) 967-2350  
Facsimile: (954) 839-6454

As to the City: THE CITY OF DORAL  
8300 N.W. 53<sup>rd</sup> Street, Suite 200  
Doral, Florida 33166  
Telephone: (305) 593-6740  
Facsimile: (305) 406-6737

With a copy to: Robert E. Gallagher, Esquire  
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130  
Telephone: (305) 789-3300  
Facsimile: (305) 789-3395

8) Miscellaneous.

a. This Agreement shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Agreement shall be exclusively in Miami-Dade County, Florida. If any action, litigation or other proceeding arising out of this Agreement is commenced by either Party against the other, then the prevailing Party in such action, litigation or proceeding shall recover all fees, costs and expenses incurred

thereby therein (including, without limitation, reasonable attorneys' fees through and including all appellate levels and proceedings) from the non-prevailing Party.

b. This Agreement shall be deemed a covenant running with the land and shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns. If, however, a Party conveys such Party's Property to a third person, then such Party shall be forever released from all duties, obligations and liabilities under this Agreement from and after the date of such conveyance.

c. No Party shall record this Agreement in the public records of any county; provided, however, the Parties shall execute a Memorandum of this Agreement in the Public Records of Miami-Dade County to put all future owners of any portion of the Overall Property on notice of the existence of this Agreement and the rights, obligations and liabilities of the Parties hereunder.

d. This Agreement contains the entire agreement and understanding between the Parties relating to the subject matter hereof, and all prior or contemporaneous agreements, understandings, terms, conditions, representations, warranties, covenant, agreements and statements, whether oral or written, are merged herein. The headings included in this Agreement are for convenience only and do not modify the terms of this Agreement. In the event of any conflict between the terms and provisions of the Purchase and Sale Contract and the terms and provisions of this Agreement, then the terms and provisions of this Agreement shall govern and control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

e. If any provision of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

f. All the Parties to this Agreement acknowledge that they have had sufficient opportunity to seek and consult with independent legal counsel prior to executing this Agreement and all Parties represent and warrant that they have sought such independent legal advice and counsel or have knowingly or voluntarily entered into this Agreement.

g. Time is of the essence in the performance of all obligations under this Agreement; provided, however, no Party shall have the right to claim any default, claim any damages or to terminate this Agreement as a result of the other Party's (the "Non-Performing Party") failure to perform or delay in performing any act or obligation under this Agreement due to circumstances beyond the Non-Performing Party's reasonable control, such as, but not limited to, labor disputes, strikes, acts of God or governmental action not the fault of the Non-Performing Party.

h. This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement.

[signatures and notary acknowledgments follow on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

SOUTHERN:

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

[signatures and notary acknowledgments continue on next page]

CITY:

THE CITY OF DORAL, a Florida Municipal Corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Yvonne Soler-McKinley, City Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

**EXHIBIT "A"**

**The Overall Property**

Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "B"**

**The SFWMD Permit**

**[see following seven (7) pages]**



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE PERMIT NO. 13-03714-P  
DATE ISSUED: MAY 15, 2008**

PCSR 08143  
Rev. 02/98

**PERMITTEE:** SOUTHERN COMMERCE PARK AT DORAL L L C  
(DORAL COMMERCE PARK (TRACT 60))  
12900 S W 128TH ST STE 100,  
MIAMI, FL 33186

**PROJECT DESCRIPTION:** AUTHORIZATION FOR THE CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE 9.97-ACRES OF COMMERCIAL DEVELOPMENT KNOWN AS "DORAL COMMERCE PARK".

**PROJECT LOCATION:** MIAMI-DADE COUNTY, SECTION 17 TWP 53S RGE 40E

**PERMIT DURATION:** See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit is issued pursuant to Application No. 070227-8, dated December 18, 2006. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and the Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

**SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:**

- SEE PAGES 2 - 3 OF 6 (15 SPECIAL CONDITIONS).
- SEE PAGES 4 - 6 OF 6 (19 GENERAL CONDITIONS).

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

On           ORIGINAL SIGNED BY:          

By           ELIZABETH VEGUILLA            
DEPUTY CLERK

### SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on May 15, 2013.
2. Operation of the surface water management system shall be the responsibility of PROPERTY OWNERS ASSOCIATION. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
4. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
5. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
6. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
7. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
8. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
9. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
10. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
11. The permittee acknowledges, that pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.
12. Minimum building floor elevation: BASIN: Doral C. P. - 8.40 feet NGVD 29.
13. Minimum road crown elevation: Basin: Doral C. P. - 7.10 feet NGVD 29.
14. Prior to commencement of construction and in accordance with the work schedule in Exhibit No. 3.05, the permittee shall submit documentation from the Florida Department of Environmental Protection that 2.31 freshwater herbaceous credits have been deducted from the ledger for Everglades National Park Hole-in-the-Donut Mitigation Bank and that 4.42 freshwater, forested credits have been deducted from the ledger for the FPL Everglades Mitigation Bank..
15. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No. 3.05. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and



shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

### GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved

responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

## ENVIRONMENTAL RESOURCE PERMITS CHAPTER 40E-4 (01/07)

### 40E-4.321 Duration of Permits.

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C., is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. The effective date of the local government's comprehensive plan amendment,
2. The effective date of the local government development order,
3. The date on which the District issues the conceptual approval, or
4. The date on which the District issues a final order pertaining to the resolution of any Section 120.57, F.S., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, the construction phase authorizing construction, removal, alteration or abandonment of a system shall expire five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For an individual or standard general environmental resource permit, the operational phase of the permit is perpetual for operation and maintenance.

(e) For a noticed general permit issued pursuant to Chapter 40E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made by electronic mail at the District's e-Permitting website or in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. The Governing Board takes action on an application for extension of an individual permit, or
2. Staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to paragraph 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of the permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

*Specific Authority 373.044, 373.113, 668.003, 668.004, 668.50 FS. Law Implemented 373.413, 373.416, 373.419, 373.426, 668.003, 668.004, 668.50 FS. History-New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4-20-94, 10-3-95, 5-28-00, 10-1-06.*

**EXHIBIT "C"**

**The COE Permit**

**[see following fourteen (14) pages]**

# DEPARTMENT OF THE ARMY PERMIT

**Permittee:** Southern Commerce Park at Doral, LLC  
Attn: Gerardo Aguirre  
12895 SW 132<sup>nd</sup> Street, Suite 200  
Miami, FL 33186

**Permit No:** SAJ-2007-02674 (IP-INS)

**Issuing Office: U.S. Army Engineer District, Jacksonville**

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** The proposed project is to place approximately 63,500 cubic yards of fill over 9.84 acres of freshwater wetlands. The proposed project includes the construction of a commercial facility including professional office space with associated access, parking, landscaping and stormwater treatment system.

**Project Location:** The proposed project is located north of NW 58<sup>th</sup> Street and west of NW 99<sup>th</sup> Avenue in freshwater wetlands adjacent to the 58<sup>th</sup> Street Canal which flows into the Snapper Creek Canal and then into Biscayne Bay, in Section 17 Township 53S Range 40E, in Doral, Miami-Dade County, Florida (Folio# 35-3017-001-0610).

**Directions to site:** To reach the project from Miami, travel north on the Homestead Extension of the Florida Turnpike (HEFT) to the NW 41<sup>st</sup> Street Exit. Turn east on NW 41<sup>st</sup> Street and proceed to NW 107<sup>th</sup> Avenue. Turn north on 107<sup>th</sup> Avenue and proceed to NW 58<sup>th</sup> Street. Turn east on NW 58<sup>th</sup> Street and proceed to NW 99<sup>th</sup> Avenue. Turn north on NW 99<sup>th</sup> Avenue and proceed approximately 0.25 miles. The project is located on the west side of NW 99<sup>th</sup> Avenue.

**Latitude & Longitude:** Latitude 25°49'45.80" North  
Longitude 80°21'34.40" West

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 2 of 10

**Permit Conditions**

**General Conditions:**

1. The time limit for completing the work authorized ends on \_\_\_\_\_ . If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to



PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 3 of 10

ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions:**

1. **Reporting Address:** All reports, documentation and correspondence required by the conditions of this permit shall be submitted to the following address: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 9900 SW 107<sup>th</sup> Avenue, Suite 203, Miami, FL 33176. The Permittee shall reference this permit number, SAJ-2007-2674-(IP-INS), on all submittals.
2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.
3. **Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work has been completed and the site has been stabilized.
4. **Mitigation Credit Purchase:** Within 30 days from the date of initiating the authorized work or 12 months from the effective date of this permit, whichever first occurs, the Permittee shall provide verification to the Corps that 4.33 federal mitigation bank credits have been purchased from the Everglades Mitigation Bank (SAJ-1995-00155) and that 1.5 federal mitigation credits have been purchased from the Hole-in-the-Donut Wetland In-Lieu Fee project (SAJ-1993-01691). The required verification shall reference this project's permit number (SAJ-2007-02674).
5. **As-Builts:** Within 60 days of completion of the authorized work or at the expiration of the construction window of this permit, whichever occurs first, the Permittee shall submit as-

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 4 of 10

built drawings of the authorized work and a completed As-Built Certification Form (Attachment 3) to the Corps. The drawings shall be signed and sealed by a registered professional engineer and include the following:

a. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings (8½-inch by 11-inch). The drawing should show all "earth disturbance," including wetland impacts, water management structures, and any on-site mitigation areas.

b. List any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the As-Built Certification Form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or As-Built Certification Form does not constitute approval of any deviations by the U.S. Army Corps of Engineers.

c. The Department of the Army Permit number.

d. Include pre- and post-construction aerial photographs of the project site, if available.

6. **Eastern Indigo Snake Protection Measures:** The Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated February 12, 2004 and provided in Attachment 5 of this permit."

7. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

8. **Regulatory Agency Changes:** Should any other regulatory agency require changes to the work authorized or obligated by this

PERMIT NUMBER: SAJ-2007-2674 (IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 5 of 10

permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Miami Regulatory Office.

**Further Information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

PERMIT NUMBER: SAJ-2007-2674 (IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 6 of 10

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170)


PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 7 of 10

accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 8 of 10

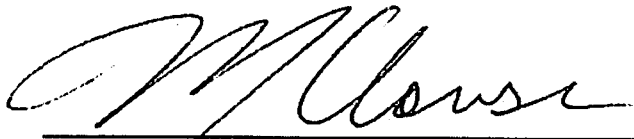
Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

  
\_\_\_\_\_  
(PERMITTEE)  
SOUTHERN Commerce Park at  
Doral, LLC.

4/8/09  
\_\_\_\_\_  
(DATE)

GERARDO AGUIRRE  
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

  
\_\_\_\_\_  
(DISTRICT ENGINEER)  
Paul L. Grosskruger  
Colonel, U.S. Army  
District Commander

April 9, 2009  
\_\_\_\_\_  
(DATE)

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 9 of 10

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFEREE-SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(ADDRESS)

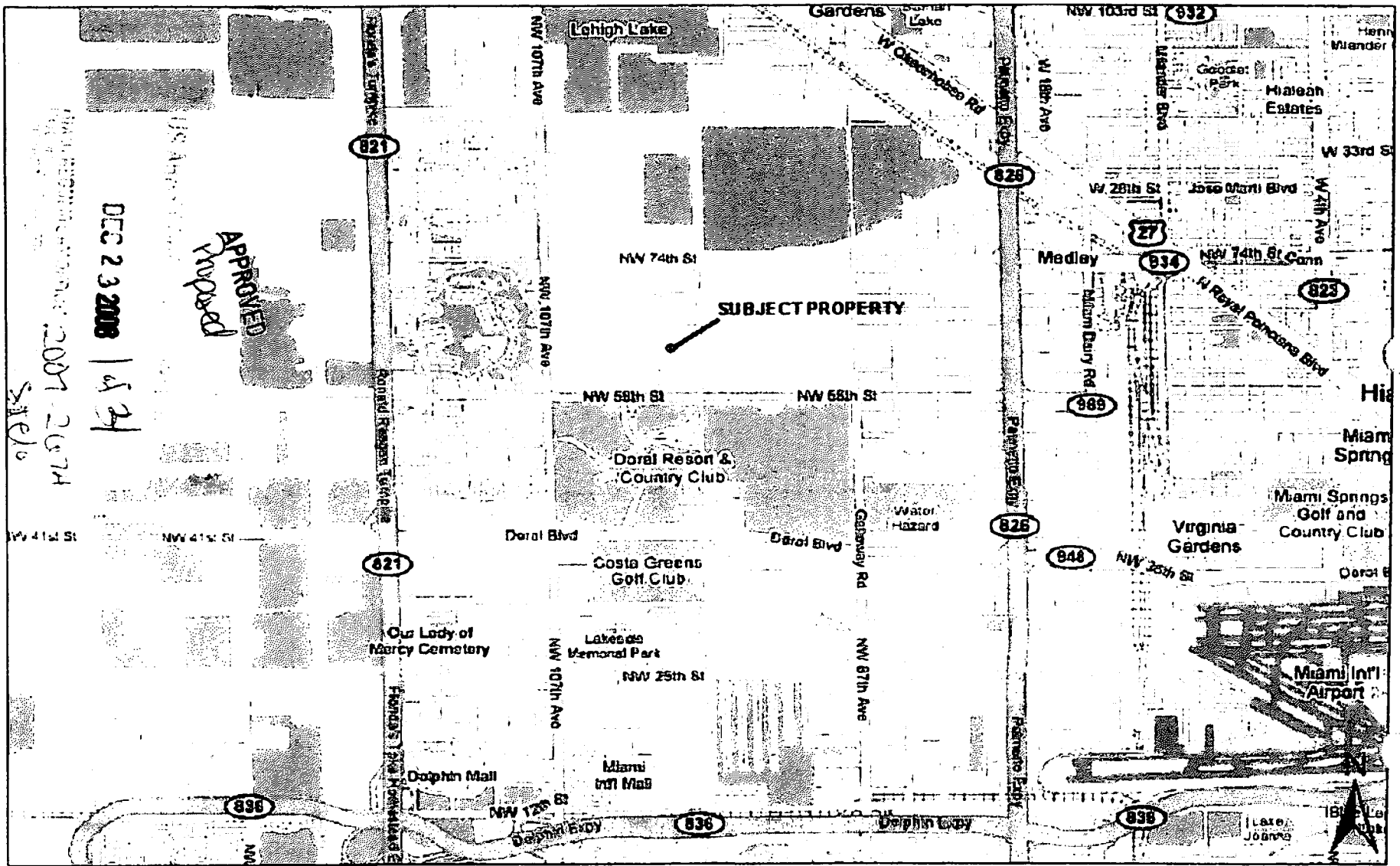
\_\_\_\_\_  
(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 10 of 10

***Attachments to Department of the Army  
Permit Number SAJ-2007-02674 (IP-INS)***

1. PERMIT DRAWINGS: Four (4) pages. Pages 1-3 date-stamped July 30, 2008, page 4 date-stamped April 6, 2009.
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. Forty four (44) pages.
3. As-Built Certification Form
4. Notice of Department of the Army Permit
5. "Standard Protection Measures for the Eastern Indigo Snake" dated February 12, 2004





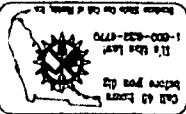
APPROVED  
 Proposed  
 DEC 23 2008  
 1 of 2  
 2007 2074  
 S/Edo

**DORAL COMMERCE PARK**  
 CITY OF DORAL  
 MIAMI-DADE COUNTY, FLORIDA

**RS Environmental Consulting, Inc.**  
 P.O. Box 161158  
 Miami, FL 33116-1158  
 Phone: (305) 383-3404  
 Fax: (305) 383-3270  
 www.rs-env.com

**EXHIBIT 1**  
**LOCATION MAP**  
 T-53S, R-40E, S-17

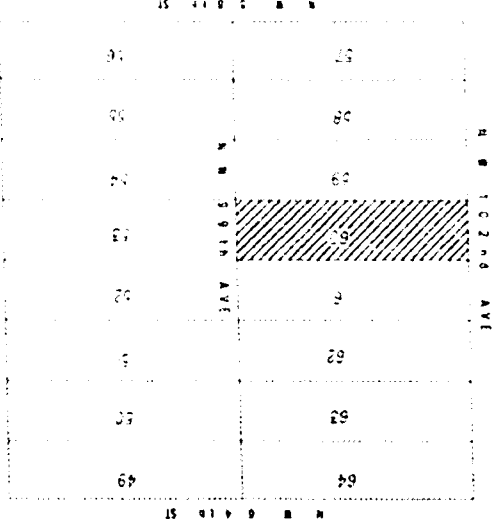
<b>DRAWN BY: DMM</b>	<b>DATE: 2/21/08</b>
<b>CHECKED BY: RWS</b>	<b>SCALE: AS SHOWN</b>



- LEGEND**
- LOT OR BOUNDARY LINE
  - DRIVE PERMITS
  - STREET PERMITS
  - UTILITY PERMITS
  - CONSTRUCTION PERMITS
  - TRAIL PERMITS
  - STREET LIGHTS
  - STOP SIGNS
  - SIDEWALKS
  - SIDEWALKS WITH CURBS
  - DRIVE PERMITS WITH DRIVE PERMITS
  - DRIVE PERMITS WITH CONSTRUCTION PERMITS
  - DRIVE PERMITS WITH TRAIL PERMITS
  - DRIVE PERMITS WITH SIDEWALKS
  - DRIVE PERMITS WITH SIDEWALKS WITH CURBS

- CREDIT NOTES**
- 1-1 Top Plan
  - 1-2 Driveway
  - 1-3 Paving and Grading
  - 1-4 Curbs and Sidewalk
  - 1-5 Driveway
  - 1-6 Details
  - 1-7 Paving Control Plan
  - 1-8 Stationing Sheet
  - 1-9 Paving Details and Elevation

**Doral Commerce Park**



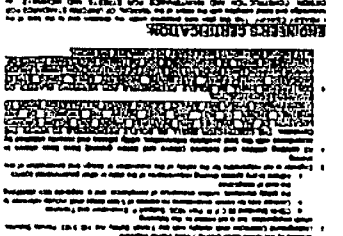
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1001-1004 H  
S1600



**LOCATION MAP**  
A PORTION OF DE 21 1/4  
SECTION 17, TOWNSHIP 25 SOUTH, RANGE 40 EAST  
SCALE: 1" = 50'

The Engineer's fee for this plan shall be the same as for a similar plan of a similar nature and extent prepared by another engineer.  
The Engineer shall not be responsible for any delay in the construction of the project caused by any failure to obtain the necessary permits from the proper authorities.  
The Engineer shall not be responsible for any damage to the property of the owner or any other person resulting from the construction of the project.  
The Engineer shall not be responsible for any accident or injury to any person or damage to any property resulting from the construction of the project.  
The Engineer shall not be responsible for any delay in the construction of the project caused by any failure to obtain the necessary permits from the proper authorities.



**PROPOSED NOTES**  
1. The proposed improvements shall be constructed in accordance with the specifications and standards of the Florida Department of Transportation (FDOT) and the City of Doral.  
2. The proposed improvements shall be constructed in accordance with the specifications and standards of the Florida Department of Transportation (FDOT) and the City of Doral.  
3. The proposed improvements shall be constructed in accordance with the specifications and standards of the Florida Department of Transportation (FDOT) and the City of Doral.

**DRAWING REVISION DATA**  
1. Issue 1: 10/15/08: General layout and site plan.  
2. Issue 2: 11/01/08: Revised site plan and grading details.  
3. Issue 3: 11/15/08: Revised site plan and grading details.  
4. Issue 4: 12/01/08: Revised site plan and grading details.

**CONTRACT DOCUMENTS PERMIT**  
1. The contract documents for this project shall be the Standard Specifications for Road and Bridge Construction, 2003 Edition, published by the Florida Department of Transportation (FDOT).  
2. The contract documents for this project shall be the Standard Specifications for Road and Bridge Construction, 2003 Edition, published by the Florida Department of Transportation (FDOT).

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**GENERAL NOTES**  
1. The proposed improvements shall be constructed in accordance with the specifications and standards of the Florida Department of Transportation (FDOT) and the City of Doral.  
2. The proposed improvements shall be constructed in accordance with the specifications and standards of the Florida Department of Transportation (FDOT) and the City of Doral.  
3. The proposed improvements shall be constructed in accordance with the specifications and standards of the Florida Department of Transportation (FDOT) and the City of Doral.

**DEVELOPTEC, INC.**  
Contract Documents Engineering Land Surveying  
1700 S. W. 10th Ave., Suite 101  
Tel: 305-633-9650 Fax: 305-633-3040

**DORAL COMMERCE PARK**  
Paving, Grading & Drainage Plan

Technology Contracted at Doral Park, LLC  
17000 SW 120th St, Doral, FL 33186  
Tel: 305-671-5412

APPROVED

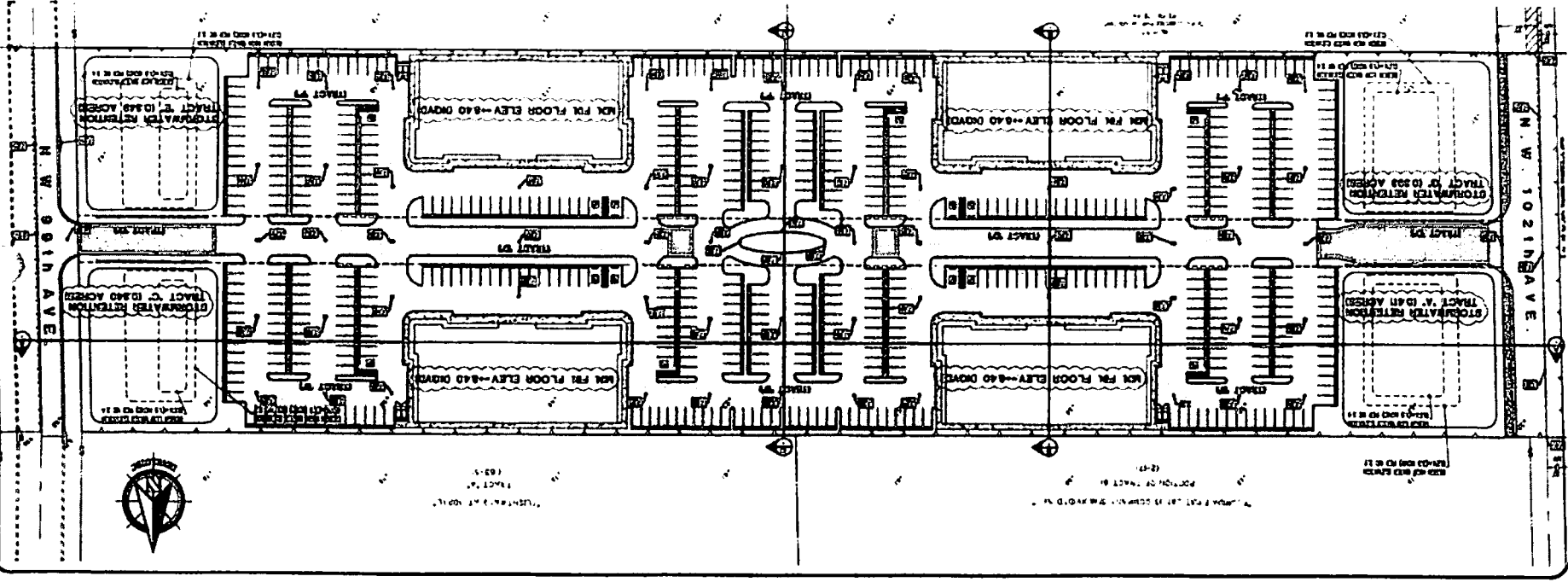
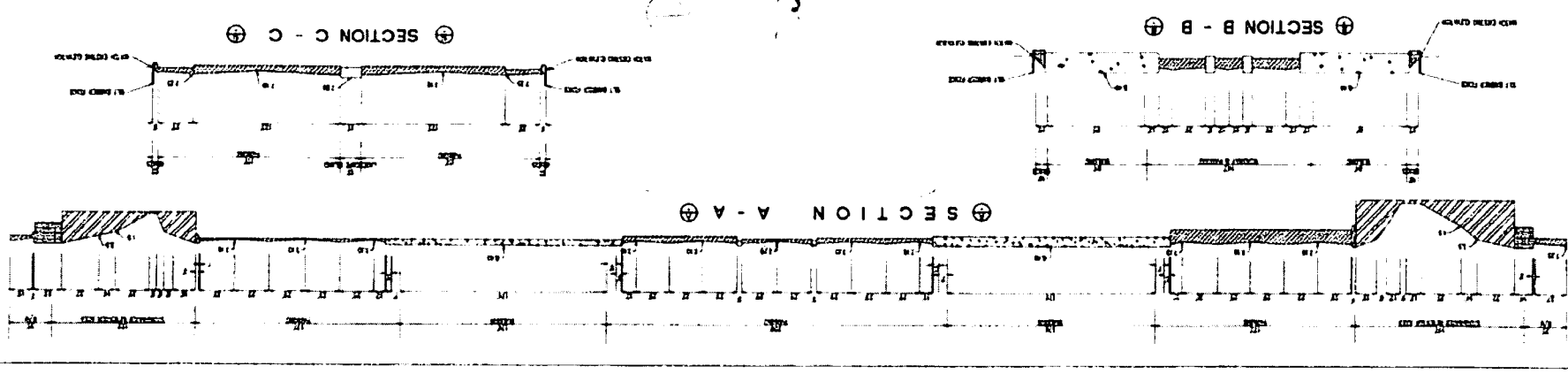
Doral Commerce Park  
Cross Section through Project

DEVELOTEC, INC.  
Consulting Engineers - Land Planners  
7140 SW 4th Street, Miami, FL 33150  
Tel: 305.681.8242 - Fax: 305.683.8242

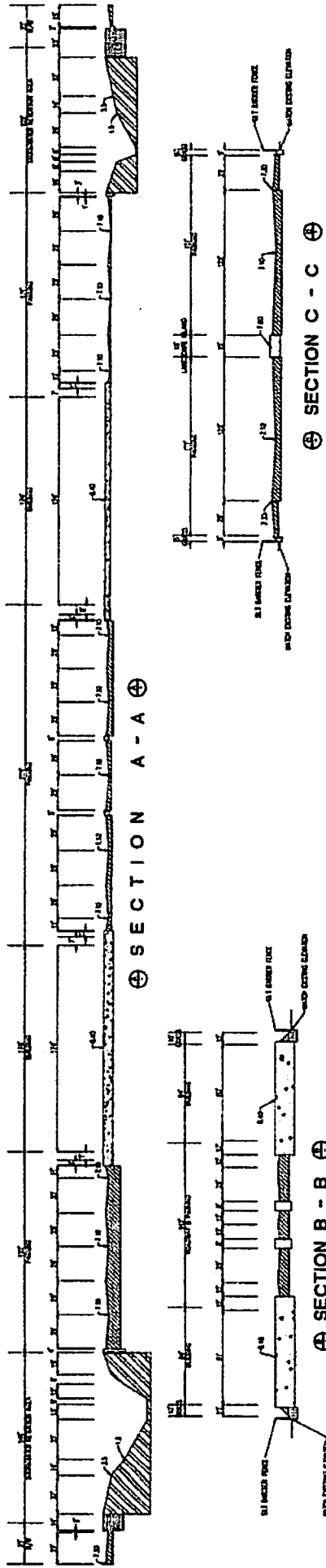
Southwest Commercial & Doral Park, LLC  
12900 SW 125th Street, Doral, FL 33126  
Miami, FL 33126

REVISIONS	
NO.	DESCRIPTION

TITLE BLOCK	
DATE	DESCRIPTION



DORAL COMMERCE PARK: CROSS SECTIONS



APPROVED  
 US ARMY  
 CORPS OF ENGINEERS

APR 16 2009 *4 dth*

MIAMI REGULATORY OFFICE

COE #: 2007-2674

PROJECT MANAGER: Spielo

**EXHIBIT "D"**

**The DERM Permit**

**TO BE ATTACHED**

**EXHIBIT "E"**

**The City Property**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "G"**

**Memorandum of Understanding**

[see following five (5) pages]

Prepared by, Record and Return to:

Jason Post, Esq.  
STEARNS WEAVER MILLER WEISSLER  
ALHADEFF & SITTERSON, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

(Space Reserved for Clerk of Court)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT (the "Memorandum") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company, having a principal place of business located at 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186 ("Southern"), and THE CITY OF DORAL, a Florida municipal corporation, having a principal place of business located at 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166 (the "City").

Southern and the City are parties to that certain Assignment of Mitigation Credits and Agreement for Allocation of Obligations (the "Agreement"), which Agreement affects the properties described on Exhibit "A-1" and Exhibit "A-2" attached hereto and incorporated herein by this reference (collectively, the "Properties"). Each party hereto has a copy of the Agreement at its principal place of business.

The purpose of this Memorandum is to notify all persons of the existence of the Agreement and the rights, obligations and liabilities imposed thereunder on the Properties and the owners thereof. This instrument is only intended to be a Memorandum of the Agreement. This instrument is not intended to set forth any of the terms, covenants or conditions of the Agreement, nor is it intended to modify any term, covenant or condition of the Agreement and, to the extent any conflict may exist between this Memorandum and the Agreement, the Agreement shall control.

[signatures and notary acknowledgments follow on next page]



IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first set forth above.

SOUTHERN:

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

[signatures and notary acknowledgments continue on next page]

CITY:

THE CITY OF DORAL, a Florida Municipal Corporation

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Yvonne Soler-McKinley, City Manager

Print Name: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

**EXHIBIT "A-1"**

**The Legal Description of the Property Owned by Southern**

The West ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "A-2"**

**The Legal Description of the Property Owned by the City**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "H"**

**Mortgage**

[see following nine (9) pages]

**Prepared by:**

Michael S. Sheitelman, Esq.  
Sheitelman Law PA  
3858-S Sheridan Street  
Hollywood, Florida 33021

**Record and Return to:**

Marina Ross, Esq.  
Stearns Weaver Miller Weissler Alhadeff &  
Sitterson, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

(Space Reserved for Clerk of Court)

**DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$1,925.00 AND INTANGIBLE TAXES IN THE AMOUNT OF \$1,100.00 DUE ON THE \$550,000.00 SECURED HEREBY ARE BEING PAID IN CONNECTION WITH THE RECORDING OF THIS INSTRUMENT.**

**MORTGAGE AND SECURITY AGREEMENT**

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **SOUTHERN COMMERCE PARK AT DORAL, LLC**, a Florida limited liability company, as mortgagor and debtor, whose address is 12900 S.W. 128<sup>th</sup> Street, Suite 200, Miami, Florida, 33186 (the "Mortgagor"), and **CITY OF DORAL**, a Florida municipal corporation, as mortgagee and secured party, whose address is 8300 NW 53rd Street, Suite 200, Doral, Florida 33166, Attn: Eric Carpenter P.E., Public Works Director (the "Mortgagee"), and is joined in by **STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.**, whose address is 150 West Flagler Street, Suite 2200, Miami, Florida 33130 (the "Escrow Agent"). Mortgagor and Mortgagee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

WHEREAS, the Parties are parties to that certain Contract for Purchase and Sale of Real Property [a portion of Tract 60, Section 17 - Doral, Florida] having an Effective Date of July 6, 2010 (as the same has been or may hereafter be amended from time to time, the "Contract"), pursuant to which Mortgagor agreed to sell to Mortgagee, and Mortgagee agreed to purchase from Mortgagor, that certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"); and

WHEREAS, Mortgagor, pursuant to the terms of the Contract, is obligated to complete the "Pre-Closing Site Preparation Work" prior to "Closing" (as those terms are defined in the Contract); and

WHEREAS, Mortgagee, pursuant to the terms of the Contract, has delivered a second deposit to the Escrow Agent in the amount of Five Hundred Fifty Thousand and No/100 (\$550,000.00) Dollars (the "Second Deposit") to be disbursed by the Escrow Agent to Mortgagor to pay for the cost of the Pre-Closing Site Preparation Work (such amount of the Second Deposit released by the Escrow Agent to Mortgagor is referred to herein as the "Second Deposit Funds"); and

WHEREAS, Mortgagor, to secure the repayment of the Second Deposit Funds in the event Mortgagee terminates the Contract due to a Mortgagor default thereunder (which is not cured within any applicable notice and cure periods) and requests a return of the Second Deposit Funds under the terms of the Contract, has agreed to execute and deliver this Mortgage and allow the same to be recorded in the Public Records of Miami-Dade County, Florida against the Land to secure such repayment.

NOW, THEREFORE, in consideration of Ten and No/100 (\$10.00) Dollars and other valuable consideration, Mortgagor, Mortgagee and Escrow Agent hereby covenant and agree as follows:

1. **GRANTING OF MORTGAGE**. To secure the re-payment of the Second Deposit Funds, Mortgagor hereby grants, bargains, sells, assigns, transfers, conveys and mortgages to Mortgage, its successors and assigns, to its own proper use and benefit forever, subject to the terms and conditions of this Mortgage, the Land, together with all of Mortgagor's right, title and interest in and to all of the following as the same relates to the Land: (a) all easements, privileges, rights-of-way, and lands underlying any adjacent streets or roads; (b) all land use zoning approvals, ordinances and/or resolutions; (c) all development rights including, but not limited to, all rights under any development order issued by any governmental authority; (d) all permits, licenses and agreements with any utility company or governmental authority relating to the reservation, providing and/or installation of utilities and utility services including, without limitation, electric, drainage, water and sewer; (e) up to Fifty Percent (50%) of the "Mitigation Credits" (as defined in the Contract), subject to the terms of the "Post-Closing Agreement" (as defined in the Contract); (f) all permits now existing or hereafter issued to Mortgagor in connection with the Pre-Closing Site Preparation Work including, without limitation, that certain South Florida Water Management District Environmental Resource Permit No. 13-03714-P, and that certain United States Army Corp of Engineers Section 404 Permit No. SAJ-2007-2674; (g) all construction contracts entered into by Mortgagor for the performance of the Pre-Closing Site Preparation Work; and (h) all proceeds of the conversion, voluntary or involuntary, of any of the property encumbered by this Mortgage into cash or other liquidated claims, or that are otherwise payable for injury to or the taking of any such property, including all condemnation proceeds as provided in this Mortgage. The Land, together with those items set forth in (a) through (h) above, are collectively referred to as the "Mortgaged Property" in this Mortgage.

To have and to hold the Mortgaged Property unto Mortgagee forever.

2. **REPRESENTATION AND COVENANTS OF MORTGAGOR**.

(a) Mortgagor is a validly formed business entity in good standing in the state of its formation. Mortgagor has the full right, power and authority to execute, deliver and perform all of its obligations under this Mortgage. The person executing this Mortgage on behalf of Mortgagor is duly authorized to execute and bind Mortgagor to this Mortgage.

(b) Neither the entering into, deliver of or performance under this Mortgage and any other documents in connection herewith will constitute a violation or breach by Mortgagor of: (i) any of its formation or governance documents; (ii) any agreement, document or instrument to which Mortgagor is a party or by which Mortgagor or the Mortgaged Property is subject or bound; (iii) any judgment, order, writ, injunction or decree issued against or imposed upon Mortgagor or the Mortgaged Property; or (iv) any statute, rule, regulation or code applicable to Mortgagor or the Mortgaged Property.

(c) Mortgagor shall not sell, convey or transfer, or permit to be sold, conveyed or transferred, whether directly or indirectly, any interest in the Mortgaged Property or any part thereof, except for the sale of the Mortgaged Property to Mortgagee pursuant to the terms of the Contract. Any sale, conveyance or transfer in violation of this Section shall be null and void.

(d) This Mortgage constitutes the legal, valid and binding obligation of Mortgagor enforceable in accordance with its terms.

3. **COVENANTS OF MORTGAGEE**.

(a) Mortgagee is a Florida municipal corporation. Mortgagee has the full right, power and authority to execute, deliver and perform all of its obligations under this Mortgage. The person executing this Mortgage on behalf of Mortgagee is duly authorized to execute and bind Mortgagee to this Mortgage.

(b) Mortgagee shall not sell, assign, convey or transfer, or permit to be sold, assigned, conveyed or transferred, whether directly or indirectly, this Mortgage or any of its right, title or interest herein or hereunder. Any sale, assignment, conveyance or transfer in violation of this Section shall be null and void.

(c) Mortgagee shall not sell, assign, convey, transfer or direct, or permit to be sold, assigned, conveyed, transferred or directed, whether directly or indirectly, any of its right, title or interest under any judgment or certificate of title received in any foreclosure action or sale commenced or held under this Mortgage to any other person or entity. Any sale, assignment, conveyance, transfer or direction in violation of this Section shall be null and void.

4. **COVENANTS OF THE ESCROW AGENT.** The Escrow Agent shall release the "Satisfaction" and "Termination" (as those terms are defined in the Contract) from escrow and record the same in the Public Records of Miami-Dade County, Florida immediately upon the first of the following events to occur: (a) the Closing of the sale of the Mortgaged Property to Mortgagee; (b) the payment by Mortgagor to Mortgagee of the Second Deposit Funds in full upon demand therefor after Mortgagee's termination of the Contract due to a Mortgagor default thereunder (which is not cured within any applicable notice and cure periods); or (c) the termination of the Contract by Mortgagor as a result of a default by Mortgagee (which is not cured within any applicable notice and cure periods). Upon the recordation of the Satisfaction, this Mortgage and the estates, interests and rights hereby created, shall forever be satisfied, discharged, terminated, null, void and of no further force or effect.

5. **DISBURSEMENT OF THE SECOND DEPOSIT PROCEEDS.**

(a) Subject to the conditions set forth in Section 6(b) below, the Escrow Agent shall release proceeds of the Second Deposit from escrow and disburse the same to Mortgagor as follows:

(i) With respect to the initial advance of Second Deposit proceeds (the "Initial Advance"), Mortgagor shall submit to the Escrow Agent: (A) a draw request setting forth the amount of the Initial Advance requested; and (B) invoices from the contractors to be paid using the Initial Advance. The amount of the draw request for the Initial Advance shall be equal to amount of the invoices submitted in support thereof. The Escrow Agent shall disburse the Initial Advance within five (5) days after receiving the initial draw request and supporting invoices therefor. Mortgagor shall, promptly after receiving the Initial Advance, use the proceeds thereof to pay each contractor the amount set forth in its respective invoice and, simultaneously with payment to each contractor, obtain therefrom a progress or final payment lien waiver (as applicable) in statutory form.

(ii) With respect to all advances of Second Deposit proceeds after the Initial Advance (each such advance being referred to herein as a "Subsequent Advance"), Mortgagor shall submit to the Escrow Agent: (A) a draw request setting forth the amount of the Subsequent Advance requested; (B) invoices from the contractors to be paid using such Subsequent Advance; and (C) copies of lien waivers, in statutory form, from all contractors that were paid with proceeds of the immediately preceding Initial Advance or Subsequent Advance (as applicable). The amount of the draw request for any Subsequent Advance shall be equal to amount of the invoices submitted in support thereof. The Escrow Agent shall disburse each Subsequent Advance within five (5) days after receiving the draw request and supporting invoices therefor. Mortgagor shall, promptly after receiving a Subsequent Advance, use the proceeds thereof to pay each contractor the amount set forth in its respective invoice and, simultaneously with payment to each contractor, obtain therefrom a progress or final payment lien waiver (as applicable) in statutory form.

(iii) With respect to the final advance of Second Deposit proceeds (the "Final Advance"), Mortgagor shall submit to the Escrow Agent: (A) a draw request setting forth the amount of the Final Advance requested; (B) invoices from the contractors to be paid using the Final Advance; (C) copies of lien waivers, in statutory form, from all contractors that were paid with proceeds of the immediately preceding Subsequent Advance; (D) a soil report certified to the Parties evidencing that the Pre-Closing Site Preparation Work has been completed in accordance with the terms of the Contract; (E) an engineer's report certified to the Parties evidencing that the Pre-Closing Site Preparation Work has been completed in accordance with the



terms of the Contract; and (F) an elevation survey certified to the Parties evidencing that the Pre-Closing Site Preparation Work has been completed in accordance with the terms of the Contract. The amount of the draw request for the Final Advance shall be equal to amount of the invoices submitted in support thereof. The Escrow Agent shall disburse the Final Advance within five (5) days after receiving the draw request and the foregoing supporting documentation therefor. Mortgagor shall, promptly after receiving the Final Advance, use the proceeds thereof to pay each contractor the amount set forth in its respective invoice and, simultaneously with payment to each contractor, obtain therefrom a final payment lien waiver in statutory form. Mortgagor shall deliver all final payment lien waivers to the Escrow Agent promptly after receiving the same.

(b) Notwithstanding anything to the contrary contained in this Mortgage, the obligation of the Escrow Agent to release Second Deposit proceeds from escrow and disburse the same to Mortgagor as provided herein shall be conditioned upon the following: (i) Mortgagor shall have met the conditions of Section 6(a)(i), (ii) or (iii), as applicable, with respect to the Initial Advance, Subsequent Advance or Final Advance then being requested; (ii) Mortgagor shall not be in default (beyond any applicable notice and cure periods) under this Mortgage or the Contract; and (iii) the Contract shall not have been terminated by either Party. If there is any failure of any condition set forth in (i) through (iii) above, then the Escrow Agent shall neither release any Second Deposit proceeds from escrow nor disburse the same to Mortgagor under this Section 6.

6. **DEFAULT.** The occurrence of any of the following shall be an "Event of Default" by Mortgagor under this Mortgage: (a) a default by Mortgagor under the Contract (which is not cured within any applicable notice and cure periods) and, as a result thereof, Mortgagee elects to terminate the Contract and receive the return of the Second Deposit Funds and Mortgagor fails to return all such Second Deposit Funds within fifteen (15) days after such termination; or (b) if Mortgagor makes a general assignment for the benefit of its creditors; or (c) if Mortgagor admit in writing its inability to pay its debts generally as they become due; or (d) if Mortgagor files a voluntary petition in bankruptcy or voluntarily consents to any bankruptcy or receivership proceedings; or (e) if a receiver, custodian, liquidator, trustee or like officer be appointed to take custody, possession or control over Mortgagor and/or any of the Mortgaged Property and the same is not discharged within 90 days after such appointment; or (f) if any proceedings under the Federal Bankruptcy Code are brought against Mortgagor as debtor and the same are not dismissed within 90 days thereafter; or (g) if Mortgagor defaults on any term, covenant, condition or other provision of this Mortgage and the same is not cured within thirty (30) days after receiving written notice of such default from Mortgagee.

7. **REMEDIES.** If an Event of Default shall have occurred, then Mortgagee's sole and exclusive remedy under this Mortgage shall be to foreclose on the Land under this Mortgage pursuant to and in accordance with law, subject to the following conditions and limitations: (a) Mortgagee shall commence, prosecute and complete (including taking title to the Mortgaged Property) the foreclosure action in its own name (it being acknowledged and agreed by Mortgagee that it is prohibited from selling, assigning, transferring or directing to any other person or entity any of its right, title or interest under this Mortgage or any judgment or certificate of title received in any foreclosure action or sale commenced or held under this Mortgage); and (b) Mortgagee shall be required to bid on the Mortgaged Property at the foreclosure sale in an amount not less than (i) the "Purchase Price" (as defined in the Contract), plus (ii) the "Seller's Share of the Mitigation Credit Escrow Amount" (as defined in the Contract), less (ii) the cost to complete the Pre-Closing Site Development Work (to the extent not completed by Mortgagor) in accordance with the terms of the Contract, less (iii) all fees, costs and expenses (including, without limitation, attorneys fees and costs) incurred by Mortgagee in filing, prosecuting and completing the foreclosure action.

#### 8. **MISCELLANEOUS.**

(a) This Mortgage shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Mortgage shall be exclusively in Miami-Dade County, Florida. If any action, litigation or other proceeding arising out of this Mortgage is commenced by either Party against the other, then the prevailing Party in such action, litigation or proceeding shall recover all fees, costs and expenses incurred thereby therein (including, without limitation, reasonable attorneys' fees through and including all appellate levels and proceedings) from the non-prevailing Party.

(b) This Mortgage contains the entire agreement and understanding between the Parties relating to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, terms, conditions, representations, warranties, covenant, agreements and statements, whether oral or written, are merged herein. This Mortgage may be amended or modified only by a written instrument executed by the Parties and which is recorded in the Public Records of Miami-Dade County, Florida. No agreement unless in writing and signed by an authorized officer of Mortgagee and no course of dealing between the Parties shall be effective to change, waive, terminate, modify, discharge, or release in whole or in part any provision of this Mortgage.

(c) This Mortgage shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

(d) If any one or more of the provisions contained in this Mortgage is declared or found by a court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, such provision or portion thereof shall be deemed stricken and severed and the remaining provisions hereof shall continue in full force and effect.

(e) The waiver of a Party of any default, term, covenant, condition, agreement or other provision of this Mortgage must be in writing signed by the Party waiving such default, term, covenant, condition, agreement or provision.

(f) It is specifically agreed that time is of the essence as to all matters provided for in this Mortgage.

(g) THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS MORTGAGE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS MORTGAGE.

(h) This Mortgage may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same instrument.

[signatures and notary acknowledgments follow on next page]

IN WITNESS WHEREOF, the Parties have executed this instrument as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**MORTGAGOR:**

SOUTHERN COMMERCE PARK AT DORAL, LLC, a  
Florida limited liability company

Print Name: \_\_\_\_\_

By: Southern Homes of Broward, Inc., a Florida  
corporation, its manager

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by Hector Garcia, chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the  
manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, on behalf of the  
corporation and company. He is personally known to me or has produced a driver's license as identification  
and did not take an oath.

\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**MORTGAGEE:**

**CITY OF DORAL**, a Florida municipal corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Yvonne Soler-McKinley, City Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by Yvonne Soler-McKinley, the City Manager of City of Doral, a Florida municipal corporation, on behalf  
of the corporation. He/She is personally known to me or has produced a driver's license as identification and  
did not take an oath.

\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.:  
My Commission Expires:

JOINDER OF ESCROW AGENT

The undersigned hereby joins in this Mortgage and, by doing so, hereby acknowledges its duties and obligations under the terms and provisions hereof and hereby agrees to be bound by and to perform such duties and obligation in accordance with such terms and provisions.

Signed, sealed and delivered  
in the presence of:

ESCROW AGENT:

STEARNS WEAVER MILLER WEISSLER ALHADEFF &  
SITTERSON, P.A.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_ of Stearns  
Weaver Miller Weissler Alhadeff & Sitterson, P.A., on behalf of the professional association. He/She is  
personally known to me or has produced a driver's license as identification and did not take an oath.

\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.:  
My Commission Expires:

**EXHIBIT "A"**

**The Legal Description of the Land**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "I"**

**Collateral Assignment of Site Development Contracts**

[see following four (4) pages]

## COLLATERAL ASSIGNMENT OF CONSTRUCTION CONTRACT

FOR VALUE RECEIVED, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the undersigned, SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company ("Southern"), hereby collaterally assigns, transfers and sets over unto CITY OF DORAL, a Florida municipal corporation (the "City"), all of its right, title and interest in, to and under that certain construction contract more particularly specified on Exhibit "A" attached hereto and incorporated herein by this reference (such construction contract, as the same may hereafter be amended or modified from time to time by Southern, is referred to herein as the "Contract"). The Contract relates to the construction of certain improvements on that certain real property located in the County of Miami-Dade, State of Florida (the "Property"), all as more particularly described in that certain Contract for Purchase and Sale of Real Property [a portion of Tract 60, Section 17 - Doral, Florida] having an Effective Date of July 6, 2010 by and between Southern and the City (as the same has been or may hereafter be amended from time to time, the "Purchase and Sale Contract").

The City will not be deemed to have assumed any of the duties or obligations of Southern under the Contract based solely on the City's execution of this Assignment, nor shall the City be liable to the contractor under the Contract (the "Contractor") by reason of any default by Southern under the Contract. Southern shall indemnify, defend and hold the City harmless from and against any and all claims, actions, demands, liabilities, damages, judgments, fees, costs and expenses (including attorneys' fees and costs through all trial and appellate levels and proceedings) incurred by the City based on its alleged assumption of Southern's duties and obligations under the Contract or in exercising any of its rights under this Assignment, except for: (i) the obligation to make payment under and in accordance with the terms and provisions of the Contract, which the City shall be obligated to make using the proceeds of the "Second Deposit" (as defined in the Purchase and Sale Contract) as provided in the Purchase and Sale Contract and "Mortgage" (as hereinafter defined); and (ii) any claim, action, demand, liability, damage, judgment, fee, cost or expense (including attorneys' fees and costs through all trial and appellate levels and proceedings) incurred by the City as a result of its (or any of its employee's, agent's or contractor's) own gross negligence or willful misconduct.

Until the occurrence of a default (and the expiration of all applicable notice and cure periods) by Southern under the Purchase and Sale Contract or that certain Mortgage and Security Agreement given by Southern in favor of the City (the "Mortgage"), Southern shall have the sole and exclusive right to exercise and enforce all of the terms and provisions of the Contract. However, after the occurrence of a default (and the expiration of all applicable notice and cure periods) by Southern under the Purchase and Sale Contract or Mortgage, the City may elect to exercise any and all of Southern's rights and remedies under the Contract by giving Southern and the Contractor written notice of such election and, upon Southern's receipt of such election notice from the City, (i) the City shall have the right to exercise Southern's rights and remedies under the Contract without any interference or objection from Southern, and (ii) Southern shall cooperate in causing the Contractor to comply with all the terms and provisions of the Contract; provided, however, in no event whatsoever shall the City have any right to modify the scope of work set forth in the Contract, the compensation payable to the Contractor under the Contract, or to otherwise amend or modify the Contract in any manner.

This Assignment shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Assignment shall be exclusively in Miami-Dade County, Florida. If any action, litigation or other proceeding arising out of this Assignment is commenced, then the prevailing party in such action, litigation or proceeding shall recover all fees, costs and expenses incurred thereby therein (including, without limitation, reasonable attorneys' fees through and including all appellate levels and proceedings) from the non-prevailing party.

This Assignment contains the entire agreement and understanding between the parties relating to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, terms, conditions, representations, warranties, covenant, agreements and statements, whether oral or written, are merged herein.



This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns.

This Assignment may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same instrument.

It is understood and agreed that the recordation of the "Satisfaction" (as defined in the Purchase and Sale Agreement) with respect to the Mortgage shall operate as a full and complete satisfaction of all of the City's rights and interests hereunder and that after the recordation of the Satisfaction, this instrument shall be null, void and of no further force of effect.

IN WITNESS WHEREOF, Southern has executed this instrument as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**SOUTHERN:**

SOUTHERN COMMERCE PARK AT DORAL, LLC, a  
Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida  
corporation, its manager

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

**EXHIBIT "A"**

**The Contract**

**TO BE ATTACHED**

**CONTRACTOR'S CONSENT TO COLLATERAL ASSIGNMENT OF CONSTRUCTION CONTRACT**

The undersigned contractor (the "Contractor") hereby consents to the terms, covenants and agreements of the Assignment of Construction Contract (the "Assignment") to which this Contractor's Consent to Collateral Assignment of Construction Contract (the "Consent") is attached.

Contractor hereby represents and warrants to the City that: (i) there are presently no unpaid amounts due it by Southern, except as specifically disclosed by Contractor in writing to the City prior to Contractor's execution of this Consent; (ii) Contractor has no present claim against or lien upon the Property arising out of the Contract; and (iii) Contractor has not previously assigned the Contract or any of its interest therein. Contractor hereby acknowledges that any and all liens and lien rights now or hereafter held or claimed by Contractor against the Property are hereby made and shall be junior, subordinate and inferior to all liens on and security interests in the Property held by the City.

Contractor hereby agrees to provide the City with written notice of any default by Southern under the Contract and to give the City the right (but not the obligation) to cure such default within forty-five (45) days after receipt of such notice. If Southern shall default (beyond any applicable notice and cure periods) under the Purchase and Sale Contract or Mortgage and the City elects to exercise its rights under the Assignment, then Contractor hereby further agrees to continue to perform under the Contract as it then exists so long as Contractor receives payment of the compensation payable to it under the Contract without the payment of any additional compensation, fee, cost or expense by the City beyond that required by the Contract as it then exists. In no event whatsoever shall the City have any right to modify the scope of work set forth in the Contract, the compensation payable under the Contract, or to otherwise amend or modify the Contract in any manner.

Contractor, by executing this Consent, acknowledges and agrees that the City does not assume any of the duties or obligations of Southern under the Contract (including, but not limited to, the obligation to pay for work performed by Contractor under the Contract), unless and until the City shall exercise its rights granted herein with respect to the Contract, in which event, the City shall be obligated to make payment to Contractor under and in accordance with the terms and provisions of the Contract so long as Contractor hereby continues to perform thereunder as provided herein.

The address for the City for the purpose of notice hereunder shall be:

The City of Doral  
8300 NW 53rd Street, Suite 200  
Doral, Florida 33166  
Attn: Eric Carpenter P.E., Public Works Director

IN WITNESS WHEREOF, Contractor has executed this instrument as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed and delivered  
in the presence of:

**CONTRACTOR:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "J"**

**Satisfaction**

[see following page]

This Instrument Was Prepared By, Record and Return to:

Marina I. Ross, Esq.  
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler St., Suite 2200  
Miami, Florida 33130

**SATISFACTION OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, CITY OF DORAL, a Florida municipal corporation (the "Mortgagee"), as owner and holder of that certain Mortgage and Security Agreement (the "Mortgage") executed and delivered by SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company (the "Mortgagor") in favor of Mortgagee dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ and recorded the \_\_\_ day of \_\_\_\_\_, 20\_\_ in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ in the Public Records of Miami-Dade County, Florida upon the property situate in said State and County described as follows, to-wit:

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

hereby acknowledges full payment and satisfaction of the Mortgage and surrenders the Mortgage as canceled, and hereby directs the Clerk of the Circuit Court to forever cancel and discharge the Mortgage of and from record.

IN WITNESS WHEREOF, Mortgagee has executed this Satisfaction of Mortgage as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**MORTGAGEE:**

THE CITY OF DORAL, a Florida Municipal Corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Yvonne Soler-McKinley, City Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

**EXHIBIT "K"**

**Notice of Commencement**

**[see following two (2) pages]**

**Prepared by and Return:**

Michael S. Sheitelman, Esq.  
Sheitelman Law PA  
3858-S Sheridan Street  
Hollywood, Florida 33021

Permit No. \_\_\_\_\_

Tax Folio No: a portion of 35-3017-001-0610

**NOTICE OF COMMENCEMENT**

**STATE OF FLORIDA  
COUNTY OF MIAMI-DADE**

The undersigned hereby gives notice that improvements will be made to the real property described below and, in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement:

1. **Legal Description:** The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida (the "Property").

2. **General Description of the Improvements:** clearing, grubbing, demucking, filling and compaction of the Property

3. **Owner Information**

- a. **Name:** Southern Commerce Park At Doral, LLC, Attn: Hector Garcia
- b. **Address:** 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186
- c. **Owner's Interest in the Property:** Fee Simple
- d. **Fee Simple Title Holder (if other than Owner):** N/A

4. **Contractor Information**

- a. **Name:** \_\_\_\_\_
- b. **Address:** \_\_\_\_\_
- c. **Phone No:** \_\_\_\_\_

5. **Surety Information**

- a. **Surety:** N/A
- b. **Amount of Bond:** N/A
- c. **Phone No:** N/A

6. **Lender Information**

- a. **Name:** City of Doral
- b. **Address:** 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166, Attn: Eric Carpenter
- c. **Phone No:** \_\_\_\_\_

7. **Name and address of person within the State of Florida designated by the owner as person upon whom notices or other documents may be served as provided by Section 713.13(1)(a)(7), Florida Statutes:** N/A

8. The owner has designated the following persons, in addition to himself, to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes. City of Doral, 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166, Attn: Eric Carpenter

9. Expiration Date of Notice of Commencement (the expiration date is one year from the date of recording unless a different date is specified) \_\_\_\_\_.

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

Print Name: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

Verification pursuant to Section 92.525, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Hector Garcia

Print Name: \_\_\_\_\_



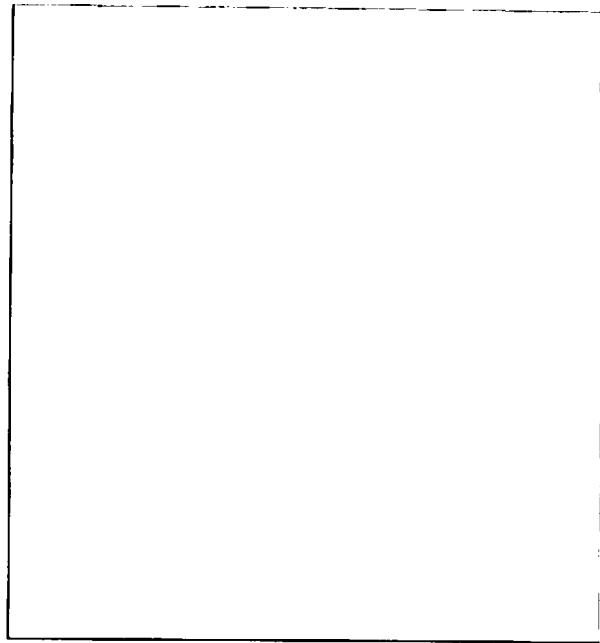
**EXHIBIT "L"**

**Restrictive Covenant**

[see following nine (9) pages]

**COVENANT RUNNING WITH THE LAND**  
**IN FAVOR OF**  
**MIAMI-DADE COUNTY**

The undersigned, \_\_\_\_\_;  
being the present owner(s) of the following real property  
(hereinafter called "the Property"):



Located at \_\_\_\_\_ pursuant to Section 24-43(7)(a) of the  
Code of Miami-Dade County, hereby submit(s) this executed covenant running with the land in  
favor of Miami-Dade County:

The undersigned agree(s) and covenant(s) to the following:

1. The undersigned shall provide protection and security measures subject to the approval of the Director of the Department of Environmental Resources Management or his designee for the Property upon which the excavation has occurred or will occur and that portion of the Property which has not been excavated or will not be excavated.
2. Prior to the entry into a landlord-tenant relationship with respect to the Property, the undersigned agree(s) to notify in writing all proposed tenants of the Property of the existence and contents of this Covenant.
3. The undersigned agree(s) and covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of Environmental Resources Management by preliminary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.
4. This agreement and Covenant shall be recorded in the Public Records of Miami-Dade County, Florida and the provisions hereof shall constitute a Covenant Running with the Land and shall remain in full force and effect and be binding upon the undersigned, their heirs, legal representatives, estates, successors, grantees and assigns.
5. This agreement and Covenant shall upon request by the undersigned be released by the Director of the Department of Environmental Resources Management or his designee when the Director or his designee determines that the Property is not within the Northwest Wellfield protection area, within the West Wellfield Interim protection area, or the basic wellfield protection area of any public utility potable water supply well.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Space Reserved for Clerk of the Court)

**INDIVIDUAL**

**WITNESSES:**

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
Sign \_\_\_\_\_  
Print \_\_\_\_\_

**OWNER (S):**

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA, COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

**NOTARY PUBLIC:**

Sign \_\_\_\_\_  
Print \_\_\_\_\_

State of Florida at Large (Seal)  
My Commission Expires:

**CORPORATION**

**WITNESSES:**

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
Sign \_\_\_\_\_  
Print \_\_\_\_\_

Corporation \_\_\_\_\_, INC.  
Sign \_\_\_\_\_  
Print \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_

**STATE OF FLORIDA, COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ INC., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

**NOTARY PUBLIC:**

Sign \_\_\_\_\_  
Print \_\_\_\_\_

State of Florida at Large (Seal)  
My Commission Expires:

**THIS INSTRUMENT PREPARED BY:**

DERM-ENVIRONMENTAL RESOURCES MANAGEMENT  
33 SW 2<sup>nd</sup> AVENUE, SUITE 500

COVENANT RUNNING WITH THE LAND OF \_\_\_\_\_  
\_\_\_\_\_ IN FAVOR OF  
THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-  
DADE COUNTY, FLORIDA, CONCERNING THE  
PROTECTION AND MAINTENANCE OF STORMWATER  
MANAGEMENT SYSTEM LOCATED AT  
\_\_\_\_\_, MIAMI-  
DADE COUNTY, FLORIDA.

The UnderSigned owner(s) of a parcel of real property, legally described as set forth in Exhibit "A", attached hereto and incorporated herein by reference, located at \_\_\_\_\_, Miami-Dade County, Florida, and further identified for ad valorem tax purposes by all or part of folio number(s) \_\_\_\_\_ (hereinafter referred to as the "Property").

The UnderSigned owner(s) has submitted and the Miami-Dade County Department of Environmental Resources Management (DERM) has reviewed and approved: the site plan, stormwater management plan, and the maintenance plan for the control of impediments to the function of the stormwater management system.

The UnderSigned owner, in order to guarantee the permanency of all features depicted in the approved site plan, does hereby create(s) a covenant (the "Covenant") on behalf of the UnderSigned owner(s) and his/their heirs, successors, assigns and grantees (hereafter collectively referred to as the "UnderSigned"), running with the land, to and in favor of the Board of County Commissioners of Miami-Dade County, Florida (hereinafter referred to as the "Board"), their successors and assigns, with respect to the Property, as follows:

1. The UnderSigned covenant(s) and represent(s) that the UnderSigned owner(s) is/are the owner(s) in fee simple of the Property and that no other person or other legal entity has any fee interest in the Property.
2. The UnderSigned agree(s) and covenant(s) that, if applicable, it shall form a Florida non-profit Homeowners Association to which all third party purchasers of any part of the Property shall be members, which Homeowners Association (the "Association") shall be obligated to maintain the stormwater management system at the sole cost and expense of the Association. The UnderSigned agree(s) and covenant(s) that, if applicable, it shall form the Association upon the earlier of twelve (12) months from the date hereof or before the issuance of the first building permit.

3. This Covenant shall remain in effect unless and until an Improvement District is created to maintain and operate the stormwater management system as it relates to the Property. At the time that the Improvement District is created, the Miami-Dade Public Works Department shall assume financial responsibility for the stormwater management system, at which time, this Covenant may be revoked by the County.
  
4. The UnderSigned agree(s) and covenant(s) that, prior to entering into a landlord-tenant relationship with respect to granting an easement upon, encumbering or selling the stormwater management area or any portion thereof, the UnderSigned shall notify, in writing, all proposed tenants, easement holders, mortgagees or purchasers of the existence and contents of this Covenant, and shall provide the DERM with copies of all such written notifications. Failure of the current Property owner(s) to provide such written notice to all successors, heirs, assigns and grantees shall not, however, affect the validity of this Covenant or the ability of the DERM to enforce this Covenant against any successors, heirs, assigns and grantees.
  
5. The UnderSigned has attached hereto as Exhibit “B”, the site plan titled, “\_\_\_\_\_”, and Exhibit “C” the stormwater management and maintenance plan, prepared by \_\_\_\_\_ and dated \_\_\_\_\_. The UnderSigned agree(s) and covenant(s) that any and all portion(s) of the Property designated as the stormwater management system, including all open, pervious, impervious and lake areas, as well as structural components of the conveyance system shall be maintained:
  - A) in the condition depicted on the approved plans;
  - B) free of silt, debris, solid waste or fill,
  - C) free of noxious vegetation; and
  - D) in accordance with the maintenance schedule and control techniques approved by the DERM for the control of noxious vegetation, as applicable.

The UnderSigned agree(s) and covenant(s) that the same shall not be used for the placement or storage of any materials. The stormwater management area shall not be altered in size or shape without the approval of the DERM.

6. The UnderSigned agree(s) and covenant(s) to prevent any clearing or removal of native plants not defined as noxious vegetation pursuant to Section 24-3 of the Code of Miami-Dade County, Florida, and plants required to be planted by Miami-Dade County in the stormwater management area(s), except as required to maintain the stormwater management area(s) in a functional condition, in accordance with the approved management plan(s).
  
7. The UnderSigned agree(s) and covenant(s) to prevent and prohibit adverse impacts to the stormwater management system. In the event DERM determines that the stormwater management system is being adversely impacted, then DERM may require the installation of protective barriers around the impacted portions of the stormwater management system.

8. The UnderSigned agree(s) and covenant(s) that the DERM shall have the right to inspect the Property at reasonable times to determine whether the Property is being used and maintained in the manner consistent with this Covenant. Should DERM determine, after such an inspection, that curative action is required in order to achieve compliance with this Covenant, the DERM shall notify the current Property owner(s) in writing by certified mail, return receipt requested, of the particular curative action is required in order to achieve compliance with this Covenant, the DERM shall notify the current Property owner(s) in writing by certified mail, return receipt requested, of the particular curative action to be taken and the reasons therefore.

The owner(s) shall take such curative action within a reasonable time, provided, however, that the owner(s) shall have the right to appeal DERM's actions or decisions to the Miami-Dade County Environmental Quality Control Board in accordance with the provisions of Section 24-6 of the Code of Miami-Dade County. The owner(s) shall be entitled to seek judicial review of any decisions of the Miami-Dade County Environmental Quality Control Board in accordance with the Florida Rules of Appellate Procedure.

9. Upon agreement by Miami-Dade County, this instrument may be modified, amended or revoked for any portion of the Property by a written instrument executed by the fee simple owner(s) of the Property, or any portion thereof, that would be affected by such modification, amendment or revocation. The director of DERM shall have the authority to approve modifications or amendments to the site plans required under this instrument and require same to be recorded in the Public Records of Miami-Dade County. No other provisions of this Covenant shall be subject to cancellation, revision, alteration or amendment without the consent of the Board.
10. This instrument shall constitute a covenant running with the land binding upon the UnderSigned and his/their heirs, successors, assigns and grantees upon the recording of the same in the Public Records of Miami-Dade County, Florida. The conditions contained herein shall apply to all present and future owners of any portion of the Property. This Covenant shall remain in full force and effect and shall be binding upon the UnderSigned and his/their heirs, successors, assigns and grantees for an initial period of thirty (30) years from the date that this instrument is recorded in the Public Records of Miami-Dade County, Florida, and shall be automatically extended for successive periods of (10) years thereafter unless released prior to the expiration thereof as set forth in Paragraph 9 above.
11. The UnderSigned agree(s) and covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of the DERM or its successor agency by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided for by law or ordinance.
12. After this Covenant is accepted by the DERM, the Covenant, together with a certified copy of the Board's resolution authorizing the DERM to accept covenants in substantially the form of this Covenant, shall be promptly filed with the Clerk of Court for recording in the official records of Miami-Dade County.
13. Invalidations of any one of the covenants herein, to the extent it is not material, shall in no way affect any of the other provisions of this Covenant which shall remain in full force and effect.

IN WITNESS WHEREOF, the UnderSigned, being the owner(s) of the Property, agree(s) to the terms of this Covenant, hereby create same as a covenant running with the land, and set their hands and seal unto this Covenant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witnesses:

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
Sign \_\_\_\_\_  
Print \_\_\_\_\_  
\_\_\_\_\_

Witnesses:

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
Sign \_\_\_\_\_  
Print \_\_\_\_\_  
\_\_\_\_\_

Property owner(s):

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
\_\_\_\_\_

Corporate Seal (if applicable)

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
\_\_\_\_\_

Corporate Seal (if applicable)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 , by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

NOTARY PUBLIC

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
State of Florida at Large (seal)  
My Commission Expires: \_\_\_\_\_

Accepted by the Dade County Manager, on behalf of the Board of County Commissioners of Miami-Dade County, Florida

Sign \_\_\_\_\_ Date \_\_\_\_\_  
Print \_\_\_\_\_  
By: County Manager

Prepared by \_\_\_\_\_  
Sign \_\_\_\_\_  
Print \_\_\_\_\_

Board of County Commissioners  
Miami-Dade Center Suites 220 and 230  
111 N.W. First Street  
Miami, Florida 33128-1963



**Stormwater Area Maintenance Plan – Exhibit C to Stormwater Covenant  
(Sample)**

This Maintenance Plan is to be performed on a quarterly basis, in perpetuity (unless legally released), regardless of ownership, and is important to ensure proper functioning of the retention area, the purpose of which is to provide flood protection for the folio numbers referenced above. Deviation from this plan requires prior approval from Miami-Dade DERM.

Maintenance Activities include the following activities:

- Maintenance of the configuration, slopes and elevations as detailed on the site plan.
- Removal of any silt, debris, solid waste and/or fill illegally placed in the Stormwater Management Area
- Free of noxious and/or exotic vegetation with the exotic removal to be completed by a licensed herbicide applicator registered in the State of Florida
- Maintenance of the Stormwater Management Area will be in accordance with the approved schedule referenced above and control techniques approved by DERM for the control of noxious and/or exotic vegetation, as applicable
- Maintenance of native plant communities.

The property owner hereby covenants to allow Miami-Dade DERM access to the site at reasonable times to ensure compliance with the covenant. In the event DERM determines that modifications are required to ensure property operation of the stormwater maintenance area, the property owner will make said revisions within a set timeframe. Said decision can be presented for appeal at the DERM EQCB (Environmental Quality Control Board).

By reference in this document, the property owner agrees to comply with any and all conditions listed in the stormwater covenant.

**EXHIBIT "M"**

**Memorandum of Contract**

[see following four (4) pages]

Prepared by:

Michael S. Sheitelman, Esq.  
Sheitelman Law PA  
3858-S Sheridan Street  
Hollywood, Florida 33021

Record and Return to:

Marina Ross, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

(Space Reserved for Clerk of Court)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

**MEMORANDUM OF CONTRACT**

THIS MEMORANDUM OF CONTRACT (the "Memorandum") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company, having a principal place of business located at 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186 ("Southern"), and THE CITY OF DORAL, a Florida municipal corporation, having a principal place of business located at 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166 (the "City").

Southern and the City are parties to that certain Contract for Purchase and Sale of Real Property [a portion of Tract 60, Section 17 - Doral, Florida] having an Effective Date of July 6, 2010 (as the same has been or may hereafter be amended from time to time, the "Contract"), pursuant to which Southern agreed to sell to the City, and the City agreed to purchase from Southern, that certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"). Each party hereto has a copy of the Contract at its principal place of business.

The purpose of this Memorandum is to notify all persons of the existence of the Contract, the City's right to purchase the Land from Southern, and that any and all matters recorded subsequent to the recording of this Memorandum shall be inferior and subordinate to the Buyer's rights under the Contract. This Memorandum shall terminate for all purposes and be of no further force or effect upon the recording of a written instrument, executed by both parties hereto, terminating this Memorandum.

This instrument is only intended to be a Memorandum of the Contract. This instrument is not intended to set forth any of the terms, covenants or conditions of the Contract, nor is it intended to modify any term, covenant or condition of the Contract and, to the extent any conflict may exist between this Memorandum and the Contract, the Contract shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first set forth above.

SOUTHERN:

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

Print Name: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

[signatures and notary acknowledgments continue on next page]

CITY:

THE CITY OF DORAL, a Florida Municipal Corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Yvonne Soler-McKinley, City Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

**EXHIBIT "A"**

**The Legal Description of the Land**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "N"**

**Termination**

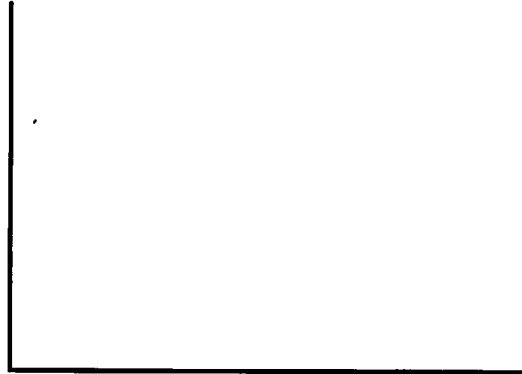
[see following four (4) pages]

Prepared by:

Michael S. Sheitelman, Esq.  
Sheitelman Law PA  
3858-S Sheridan Street  
Hollywood, Florida 33021

Record and Return to:

Marina Ross, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130



(Space Reserved for Clerk of Court)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

**TERMINATION OF MEMORANDUM OF CONTRACT**

THIS TERMINATION OF MEMORANDUM OF CONTRACT (the "Termination") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company, having a principal place of business located at 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186 ("Southern"), and CITY OF DORAL, a Florida municipal corporation, having a principal place of business located at 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166 (the "City").

Southern and the City entered into that certain Memorandum of Contract dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Miami-Dade County, Florida (the "Memorandum") with respect to that certain Contract for Purchase and Sale of Real Property [a portion of Tract 60, Section 17 - Doral, Florida] having an Effective Date of July 6, 2010 (as the same has been or may hereafter be amended from time to time, the "Contract"), pursuant to which Southern agreed to sell to the City, and the City agreed to purchase from Southern, that certain real property more particularly described in the Contract; such property being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land").

The purpose of this Termination is to forever terminate the Memorandum and to forever cancel and discharge the Memorandum of and from record.



IN WITNESS WHEREOF, the parties hereto have executed this Termination as of the day and year first set forth above.

SOUTHERN:

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

Print Name: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

[signatures and notary acknowledgments continue on next page]

CITY:

THE CITY OF DORAL, a Florida Municipal Corporation

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Yvonne Soler-McKinley, City Manager

Print Name: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

**EXHIBIT "A"**

**The Legal Description of the Land**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.