# ORDINANCE NO. 2007-15

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE REZONING OF APPROXIMATELY 92 ACRES GENERALLY LOCATED ON NW 74TH STREET BETWEEN NW 107TH AVENUE AND NW 97TH AVENUE FROM GU (GENERAL USE) TO PUD (PLANNED UNIT DEVELOPMENT); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Atlas Property II, LLC and Atlas Property III, LLC,, ("Applicants"), has requested approval of a rezoning of approximately 92 acres generally located on the located on NW 74th Street between NW 107th Avenue and NW 97th Avenue from GU (General Use) to PUD (Planned Unit Development).

**WHEREAS**, after careful review and deliberation, staff has determined that this application has complied with the Code; and

**WHEREAS**, on September 26, 2007, the City Council held a quasi-judicial hearing and received testimony and evidence related to the Application from the Applicant and other persons and found that the rezoning is consistent with the Comprehensive Plan and is in the best interest of the citizens of Doral;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

**Section 2.** A rezoning of approximately 92 acres generally located at on NW 74th Street between NW 107th Avenue and NW 97th Avenue, Doral, Florida,

from GU (General Use) to PUD (Planned Unit Development) is hereby approved; subject to the following restrictions proffered by the applicant:

1. The Master Development Agreement ("Exhibit "A") proffered to the City Council and incorporated herein is recorded in the Public Records of Miami-Dade County;
2. The applicant shall provide adequate security (on site) during the entire time of construction between the hours of 7:00 pm and 7:00 am; Monday through Friday, and 24 hours during weekends and holidays.
3. The applicant shall provide daily road cleaning from construction related debris during construction.
4. Fire approval is required prior to administrative site plan approval.

**Section 3.** This ordinance shall not become effective unless and until the City's CDMP receives final approval from the Department of Community Affairs and becomes effective.

[Space left black intentionally}

WHEREAS, a motion to approve the Ordinance was offered by Councilwoman Ruiz. The motion was seconded by Councilman Van Name and, upon being put to a vote, the vote was as follows:

| | |
|---|---|
| Mayor Juan Carlos Bermudez | Yes |
| Vice Mayor Peter Cabrera | Absent |
| Councilmember Michael DiPietro | Absent |
| Councilwoman Sandra Ruiz | Yes |
| Councilmember Robert Van Name | Yes |

PASSED AND ADOPTED upon first reading the 22nd day of September 2007.

PASSED AND ADOPTED upon second reading the 26th day of September 2007.

JCR

JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

Barbara Herrera

BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL:

for JOHN J. HEARN, CITY ATTORNEY

# EXHIBIT “A”

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 31st day of October, 2007 (the "Effective Date"), by and between (i) Atlas Property II, LLC, a Delaware limited liability company ("Atlas II"), (ii) Atlas Property III, LLC, a Delaware limited liability company ("Atlas III," together with Atlas II, the "Developer"), and (iii) the City of Doral, Florida, a Florida municipal corporation (hereinafter the "City").

## WITNESSETH:

WHEREAS, Developer is the owner of the real property located within the boundaries of the City, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (collectively, the "Property"); and

WHEREAS, the Property is currently designated "Industrial and Office" and "Business and Office" on the Comprehensive Plan (as defined herein) and Planned Unit Development pursuant to the Land Development Regulations (as defined herein);

WHEREAS, the Developer and the City mutually desire that the Property be developed as a unified mixed-use project containing residential, retail and office uses, as permitted in the Comprehensive Plan and the Land Development Regulations (the "Project"); and

WHEREAS, the Developer and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 163.3220, Florida Statutes ("F.S.), *et. al.*;

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises hereinafter set forth, the Developer and City agree as follows:

**1.** Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

**2.** Definitions.

a. "Additional Term" is defined in Section 4 of this Agreement.

b. "Architectural Design and Development Criteria" is the development manual that establishes the setbacks, heights, floor area ratio, parking requirements, massing, building envelop and other development parameters for the development of individual building sites identified within the Conceptual Master Plan.

c. "City Lake" is defined in Section 5(c) of this Agreement.

d. "City Park" is collectively the Ten Acre Parcel, the Fifteen Acre Parcel and the Four Acre Parcel to be dedicated to the City pursuant to the terms of the Drainage Agreement, all of which the City contemplates will be developed as a park.

e. "Comprehensive Plan" means the comprehensive plan in effect on the Effective Date, meeting the requirements of Chapter 163, F.S.

f. "Conceptual Master Plan" is that master development plan entitled "Beacon Commons", prepared by Beame Architectural Partnership, dated September 7, 2007, consisting of Sheets A-1 and A-2 and approved by the City, which regulates the nature of the streets and blocks and establishes building sites within the Property and, along with the Architectural Design and Development Criteria, govern the administrative review of all detailed development Site Plans for the Project.

g. "Developer" means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from Developer pursuant to sale or ground lease for the purpose of development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by Developer pursuant to an express written assignment. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.

h. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.; provided, however, that the activities and uses set forth in Section 163.3221(1)(b), F.S., shall not constitute Development.

i. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

j. "Drainage Agreement" is defined in Section 5(c) of this Agreement.

k. "Effective Date" is the latter of the date of execution of this instrument by the Developer or the City.

l. "Entire Term" is the total term of this Agreement, including, if applicable, the Additional Term.

m. "Fifteen Acre Parcel" is that certain fifteen (15) acre parcel of real property owned by the City and located in Miami-Dade County, Florida, which parcel is more particularly described in Exhibit "B" attached hereto.

n. "Four Acre Parcel" is the four (4) acres of the Property owned by Atlas III, as more particularly described in Exhibit "C", which is shown on the Conceptual Master Plan as Land to be "Dedicated for Park".

o. "Governing body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government.

p. "Initial Term" is defined in Section 4 of this Agreement.

q. "Land" means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land.

r. "Land Development Regulations" means ordinances, rules and policies in effect on the Effective Date, which have been enacted and implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

s. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of land.

t. "Local Government" means any county or municipality or any special district or local governmental entity established pursuant to law which exercises regulatory authority over, and grants development permits for, land development.

u. "Project" means the development project approved pursuant to the Project Approval.

v. "Project Approval" is defined in Section 5(a) of this Agreement.

w. "Public Facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

x. "Site Plan" is comprised of a scaled and dimensioned site plan (with landscaping), elevation and typical floor plan submitted for administrative approval and reviewed for consistency with the Project Approval.

y. "Ten Acre Parcel" is that certain ten (10) acre parcel of real property owned by the City and located in Miami-Dade County, Florida, which parcel is more particularly described in Exhibit "D" attached hereto, which is shown on the Conceptual Master Plan as "City Park".

z. "Utility" includes any person, firm, corporation, association or political subdivision, whether private, municipal, county or cooperative, which is engaged in the sale, generation, provision or delivery of gas, electricity, heat, water, oil, sewer service, telephone service, telegraph service, radio service or telecommunication service.

**3.** Intent. It is the intent of the Developer and the City that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the parties and the purpose and intent of the Florida Local Government Development Agreement Act, Section 163.3220, F.S., *et. al.*

**4.** Effective Date and Duration.

(a) This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of ten (10) years from the Effective Date (the "Initial Term").

(b) Since the development of the Project, as envisioned by the parties, is expected to take longer than the Initial Term and to the extent permitted by law, the Developer and the City by mutual consent have agreed that this Agreement shall be automatically extended from the expiration of the Initial Term for an additional period of five (5) years (the "Additional Term") upon demonstration by the Developer to the City's Planning and Zoning Director that the development commenced in a timely fashion and continued in good faith.

(c) The expiration date of the Agreement shall be upon the expiration of the Entire Term or fifteen (15) years from the Effective Date (the "Expiration Date"), with the Additional Term being based upon a demonstration by the Developer to the City's Planning and Zoning Director that development commenced in a timely fashion and continued in good faith.

(d) The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any moratorium, litigation or challenges that materially limit the ability of the Developer to continue development of the Project.

**5.** Permitted Development Uses and Building Intensities.

(a) *Permitted Development Uses*. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the City has accepted and adopted the Conceptual Master Plan and the Architectural Design and Development

Criteria as the binding development criteria for the Property (collectively, the "Project Approval"). In granting the Project Approval, the City has determined and hereby concurs that the Project is consistent with the City's Comprehensive Plan and that the Project Approval accords with the Land Development Regulations. Upon execution of this Agreement and for the Entire Term, the City confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the City's Comprehensive Plan, and Land Development Regulations.

(i) Except as specifically set forth in subsections 5(a)(ii) and (iii) below, this Agreement and the Project Approval authorizes all permitted uses (including those with special development requirements) provided in the IC, CC, NC, O-3 and M-4 zoning districts in a manner consistent with the underlying Comprehensive Plan Future Land Use Plan Map designation for the applicable portion of the Property;

(ii) In addition, gas stations may be located within the Project subject to the following conditions:

A. No gas station may be located on any portion of the Property which abuts existing residentially zoned property located to the west and south of the Property.

B. Outdoor dining and table seating, take-out food service windows, and outdoor food-service vending carts are prohibited at the on-site gas stations.

C. Associated sale of prepared and pre-packaged goods, food and sundries are permitted within the on-site gas stations.

D. On-site food preparation and sales are permitted within any gas station structure from 7 am to midnight and prohibited between the hours of midnight and 7 am.

(iii) The following uses are expressly prohibited within the Project and Property:

- Adult entertainment
- Boat sales
- Fortune tellers, astrologers, and palm readers
- Funeral homes
- Greenhouses and nurseries (wholesale)
- Laundry/dry cleaning plants
- Motor vehicle repair facilities
- Motor vehicle service centers
- Pawn shops

- Tattoo parlors
- Veterinary clinics

The City and Developer mutually consent and agree that the additional limitations and conditions set forth in this Agreement constitute the entire agreement as between the City and the Developer related to the development of the Project. Copies of the documents that comprise the Project Approval are attached hereto as Exhibit "E." The official Project Approval documents are on file with the City.

(b) *Density, Building Heights, Setbacks and Intensities.* The maximum density, heights, setbacks and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations and the applicable provisions and designations in the Comprehensive Plan.

(c) *Mining and Excavation of Lake; Fill Material; Drainage.* In consideration of the previous donation by Atlas II to the City of the Ten Acre Parcel and the donation by Atlas III to the City of the Four Acre Parcel for a City Park, the City and Developer intend to enter into Drainage Easement and Mining Agreement (the "Drainage Agreement"). It is understood that the Drainage Agreement is intended to provide that Atlas III shall dedicate the Four Acre Parcel to the City for a City Park and the City shall design the City Park to include a lake for drainage and fill purposes ("City Lake") of sufficient size to ensure that adequate fill will be available from the City Lake to fill the City Park and the Property and to grant the Developer certain easements and the right and privilege to (i) mine certain portions of the City Park property for limerock, asphaltum and kindred substances and (ii) use all of the drainage capacity of the City Lake resulting from such extractions as may be required for Developer's intended development of the Property. At no cost to the City, the Developer shall provide the City with sufficient fill material derived from the excavation of the City Lake to fill the City Park up to the level required by applicable flood protection regulations; provided, however, that the Developer shall not be required to provide the City with fill material in excess of that which is derived from the excavation of the City Lake. If, after the Developer provides the City with the fill material contemplated by the immediately preceding sentence, there remains the ability to obtain additional fill material from the City Lake, then the Developer shall be entitled to retain (free of charge from the City) all such remaining fill material and to use such fill material, as the Developer deems appropriate, for the benefit of the Property. Neither the City nor the Developer are obligated to enter into the Drainage Agreement. In the event that the parties fail to enter into a Drainage Agreement, this paragraph shall be of no further force and affect and the City and Developer may proceed with obtaining environmental resource permits, designing and developing their parcels independently.

**6.** Project Approval.

(a) *Further Development Review.* This Agreement and the Project Approval establish the criteria upon which the Project shall be developed during the Entire Term and set forth the sole and exclusive limitation upon the development of the Project.

Consistent with the foregoing, prior to the issuance of any building permit for any development within any portion of the Property, the Developer shall submit a Site Plan for the building site that includes the proposed building for administrative site plan approval by the City's Planning and Zoning Director. Site Plans for individual building sites shall be designed to generally conform to the Project Approval and the applicable provisions of the Land Development Regulations and Comprehensive Plan. In addition, each Site Plan for a residential building shall include a schedule that shall specifically provide the number of residential units, bedrooms, bathrooms and the square footage of each residential unit shown on the Site Plan for that residential building. The administrative approval process shall not prohibit development of any Site Plan so long as the density of development and height of the structures within the development subject to the Site Plan is in substantial compliance with the Project Approvals, the applicable provisions of the Land Development Regulations and Comprehensive Plan, and generally consistent with the terms contained in this Agreement. In addition, it is specifically provided that newsracks placed within the Project will be in accordance with City standards.

In the event that the City's Planning and Zoning Director does not approve the Site Plan, the Director shall render his or her decision by notifying the Developer (or its assigns as to such portion of the Property) in writing by certified mail, overnight express delivery or hand delivery. The Developer, or its assigns has the right to appeal the administrative decision directly to the City Council for the City Council to determine whether the City's Planning and Zoning Director erred in his or her decision to deny the approval of the Site Plan based on the Site Plan's conformance with this Agreement, the Project Approvals, and the applicable provisions of the Land Development Regulations and Comprehensive Plan. The City agrees to process any appeal to the City Council on an expedited basis and, in an absence of a force majeure event, agrees to hear and decide on any appeal within sixty (60) days from receipt of a letter from the Developer requesting such hearing addressed to the City Clerk that appeals the decision of the City's Planning and Zoning Director.

(b) *Downzoning.* For the Entire Term of this Agreement, the City shall not downzone or otherwise limit the ability of the Developer to develop the Property in accordance with the Project Approvals and nothing shall prohibit the issuance of further development orders and approvals in conformity with same. The parties hereby agree that, upon written notice by the Developer to the City that it intends to abandon the Project (or any portion thereof), the limitations on the City set forth in this Section 6(b) shall be waived as to the portion of the Project referenced in the written notice and, notwithstanding anything else to the contrary in this Agreement, the Developer shall have the right to develop the Property (or any portion thereof) in accordance with the then effective Comprehensive Plan and Land Development Regulations.

7. Notification of Proximity of Solid Waste Facility. The Owners shall provide each prospective purchaser or lessee within the Property with a written notification, acknowledgement, waiver, and release recognizing that the Property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill. The Owner shall cause every prospective purchaser

or lessee to execute the written notification, acknowledgement, waiver, and release in writing and the Owner shall record the executed written notification, acknowledgement, waiver, and release in the Public Records of Miami-Dade County, Florida. The terms of the Owners' obligation to provide said notification and the form of notification are attached hereto as Composite Exhibit "F."

**8.** Public Services and Facilities; Concurrency. The City and Developer have established what public facilities and services are required to service the Project, the entities responsible for providing such facilities and/or services, and a schedule for the construction of any such new public facilities, if needed, is set forth in Exhibit "G." For the purposes of concurrency review, it is hereby agreed that, throughout the Entire Term of this Agreement, the City shall reserve and maintain available sufficient infrastructure capacities to serve this Project up to the full build-out contemplated by the Project Approval. All subsequent development orders or permits sought to be issued that are in general conformity with the Project Approval and this Agreement are hereby found to meet concurrency standards set forth in the Comprehensive Plan, as such standards may be amended from time to time (concurrency regulations) and to be consistent with Land Development Regulations, so long as the Developer develops the Property in general compliance with the terms and conditions contained within the Project Approval.

**9.** Reservation or Dedication of Land. Pursuant to the terms and conditions of the Drainage Agreement, Atlas III shall agree to dedicate the Four Acre Parcel, in as-is condition, to the City for use as open space. The dedication of the Four Acre Parcel shall be conditioned on the approval by the City of Doral of a transfer of density from the Four Acre Parcel to the remaining portions of the Property, as contemplated by the City of Doral Code of Ordinances, and the execution of the Drainage Agreement. In addition, the special warranty deed for the Four Acre Parcel shall contain the following restriction: The use of the Four Acre Parcel shall be limited to a public park or open space, which park shall only be opened from 6 am and 6 pm and shall not be open for any purpose between the hours of 6 pm and 6 am. Furthermore, the Four Acre Parcel shall be a passive park and not include ball fields or lighting.

**10.** Local Development Permits. The Property has not been the subject of any local Development Permits. The City will need to approve certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations and Comprehensive Plan:

(a) Site plan approvals;
(b) Subdivision plat and/or waiver of plat approvals;
(c) Water, sewer, paving and drainage and other infrastructure permits;
(d) Covenant or Unity of Title acceptance or the release of existing unities or covenants;
(e) Building permits;
(f) Certificates of occupancy; and

(g) Any other official action of the City and/or Miami-Dade County, Florida, having the effect of permitting the development of land.

**11.** Consistency with Comprehensive Plan. The City hereby finds that the development of the Property and completion of the Project in general conformity with the Project Approval is consistent with the applicable Land Development Regulations and Comprehensive Plan designation and shall not be subject to any future changes to the City's Land Development Regulations and Comprehensive Plan designation after the Effective Date and during the Entire Term.

**12.** Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve Developer of the necessity of complying with the regulation governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Developer to develop the Property in a manner that is inconsistent with the Project Approval.

**13.** Impact Fees. The impact fees that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "H." It is agreed and understood by the parties that no other impact fees other than those listed in Exhibit "H" will apply to the development of the Project. No new impact fees or increases to the fees in existence as of the Effective Date shall be adopted by the City or otherwise be applied to the development of the Project during the Entire Term. The City and Developer shall coordinate their efforts to derive the maximum benefit of any impact fee payments in favor of the Project and the City.

**14.** Reservation of Development Rights. For the Entire Term, the City hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density or commercial or office intensity reduction or any other limitation upon the development rights in effect upon the Effective Date of this Agreement and during the Entire Term of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to the City provided in Section 12 of this Agreement.

The expiration or termination of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior and subsequent Development Permits or development orders granted by the City, including, but not limited to, those rights

granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Dater or as subsequently amended.

**15.** Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement.

**16.** Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the City agree that Miami-Dade County, Florida, is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

**17.** Entire Agreement. This Agreement sets forth the entire Agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Developer and the City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement and this Agreement may not be amended or released, except by written instrument signed by the City and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or a master property owners' association with appropriate authority over the Property), provided that such amendment, release or change has been approved by the City after public hearing, pursuant to Sections 163.3225 and 163.3220, F.S.

**18.** Cancellation and Enforcement. In the event that the Developer or its successors and/or assigns fails to act in accordance with the terms of the Project Approval, the City shall seek enforcement of said violation upon the tract/building site or portion of that tract/building site in which the violation is alleged to occur and not the Property as a whole. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement.

**19.** Cumulative Remedies. Nothing contained herein shall prevent the Developer from exercising its rights and remedies it may have under law.

**20.** Severability. If any Section, sentence, clause, paragraph, or phrase of this Agreement is to be invalidated or deemed unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Agreement.

[Signature Page Follows]

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

**CITY:**

CITY OF DORAL, FLORIDA

By: _____

31st day of October, 2007

ATTEST:

_____
City Clerk

Approved as to form and legality
By the office of City Attorney for
City of Doral, Florida

10-29-07

**DEVELOPER:**

WITNESSES:

ATLAS PROPERTY II, LLC, a Delaware limited liability company

By: _____
Name: Jose Hevia
Title: V.P.

_____
Signature
Kolleen Cobb
Print Name

_____
Signature
Jose M. Gonzalez
Print Name

**STATE OF FLORIDA** )
) SS.
**COUNTY OF MIAMI-DADE** )

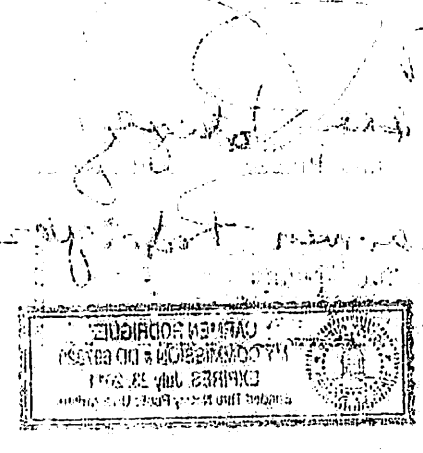
The foregoing instrument was acknowledged before me this 26th day of September, 2007, by Jose Hevia, as Vice President of Atlas Property II, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: July 23, 2011

_____
Notary Public, State of Florida

Carmen Rodriguez
Print Name

CARMEN RODRIGUEZ
MY COMMISSION # DD 697820
EXPIRES: July 23, 2011
Bonded Thru Notary Public Underwriters



WITNESSES:

ATLAS PROPERTY III, LLC, a Delaware limited liability company

By: _____

Name: Jose Hevia

Title: V.P.

_____
Signature

Kolleen Cobb
_____
Print Name

_____
Signature

Jose M. Gonzalez
_____
Print Name

**STATE OF FLORIDA** )
) **SS.**
**COUNTY OF MIAMI-DADE** )

The foregoing instrument was acknowledged before me this 26th day of September, 2007, by Jose Hevia, as Vice President of Atlas Property III, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: July 23, 2011

_____
Notary Public, State of Florida

Carmen Rodriguez
_____
Print Name

CARMEN RODRIGUEZ
MY COMMISSION # DD 697820
EXPIRES: July 23, 2011
Bonded Thru Notary Public Underwriters

# EXHIBIT "A"

## LEGAL DESCRIPTION OF THE PROPERTY

# BOUNDARY/TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION:

EXHIBIT "A"
(Parent Tract)

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

Commence at the Southeast Corner of said Section 8; thence N89°39'25"E along the south line of said Section 8 for 40.01 feet to a point being 40.00 feet east of the West line of said Section 8 as measured at right angles thereto, also being the POINT OF BEGINNING of the hereinafter described parcel of land; thence N01°44'24"W along a line 40.00 feet east of the west line of said section 8 for 730.31 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 3017.40 feet; thence S01°44'13"E for 322.39 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 3075.08 feet; thence N01°44'24"W for 330.00 feet; N89°39'25"E parallel with the south line of said Section 8 for 533.74 feet to a point on the east line of said Section 8; thence S01°44'25"E along the east line of said Section 8 for 726.01 feet to the Southeast Corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2633.31 feet to the Southeast Corner of the Southeast 1/4 of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2583.30 feet to the POINT OF BEGINNING.

LESS the following described parcel:

Commence at the Southeast Corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 1080.49 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S89°39'25"W along the south line of said Section 8 for 100.00 feet; thence N01°44'24"W for 207.96 feet; thence N89°39'25"E for 100.00 feet; thence S01°44'24"E for 207.96 feet to the POINT OF BEGINNING.

EXHIBIT "A-1"
(Parent Tract Continued)

Also including within the Parent Tract, the following described land: A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida, being more particularly described as follows:

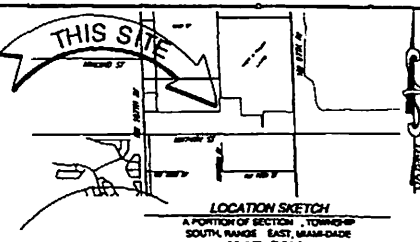
Commence at the Southeast Corner of said Section 8, Township 53 South, Range 40 East, thence N01°44'24"W along the east line of said Section 8 for a distance of 307.96 feet; thence S89°39'25"W for a distance of 533.74 feet to the POINT OF BEGINNING of the following described parcel of land; thence S89°39'25"W for a distance of 546.75 feet; thence N01°44'24"W for a distance of 320.14 feet; thence N89°39'25"E for a distance of 546.75 feet; thence S01°44'24"E for a distance of 320.14 feet to the POINT OF BEGINNING.

AND Commence at the Southeast Corner of said Section 8 Township 53 South, Range 40 East, thence S89°39'25"W along the south line of said Section 8 for a distance of 1182.49 feet; thence N01°44'24"W for a distance of 307.96 feet to the POINT OF BEGINNING of the following described parcel of land; thence S89°39'25"W for a distance of 1426.33 feet; thence N01°44'24"W for a distance of 1012.04 feet; thence N89°39'25"E for a distance of 714.18 feet; thence S01°44'24"E for a distance of 608.91 feet; thence N89°39'25"E for a distance of 714.15 feet; thence S01°44'24"E for a distance of 402.13 feet to the POINT OF BEGINNING.

EXHIBIT "B"
(Fee Simple)

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

Commence at the Southeast Corner of said Section 8; thence N89°39'25"E along the south line of said Section 8 for 40.01 feet to a point being 40.00 feet east of the West line of said Section 8 as measured at right angles thereto, also being the POINT OF BEGINNING of the hereinafter described parcel of land; thence N01°44'24"W along a line 40.00 feet east of the west line of said Section 8 for 730.31 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 7.45 feet; thence S01°11'19"E for 158.71 feet; thence S01°44'24"E parallel with and 31.50 feet east of said west line of said Section 8 for 451.08 feet to a point of curvature with a circular curve concave northeasterly; thence southeasterly along the arc of said curve to the left, having a radius of 40.00 feet through a central angle of 88°37'08" for an arc distance of 61.87 feet to a point of tangency with a line being 81.50 feet north of the south line of said Section 8; thence N89°39'25"E parallel with said south line of Section 8 for 285.84 feet; thence S77°36'08"E for 51.20 feet; thence N89°39'25"E parallel with and 70.50 feet north of said south line of Section 8 for 658.63 feet; thence N89°03'54"E for 135.10 feet to a non-tangential point intersection with a circular curve concave northeasterly having a radial bearing N00°20'38"E from said point; thence southeasterly along the arc of said curve to the left, having a radius of 77.50.25 feet through a central angle of 03°38'20" for an arc distance of 401.57 feet to a point of reverse curvature; thence northeasterly along the arc of a circular curve to the right having a radius of 7063.07 feet through a central angle of 02°36'24" for an arc distance of 408.00 feet to a point of tangency with line being 88.50 feet northerly of the said south line of Section 8; thence N89°39'25"E parallel with said south line of said Section 8 for 582.70 feet; thence S87°46'33"E for 250.53 feet to a point being 77.50 feet north of said south line of said Section 8; thence N89°39'25"E parallel with the south line of said Section 8 for 785.57 feet to a point of curvature with a circular curve concave southeasterly; thence southeasterly along the arc of said curve to the right having a radius of 7937.23 feet through a central angle of 02°34'04" for an arc distance of 402.81 feet to a point of reverse curvature with a circular curve concave northeasterly; thence southeasterly along the arc of said curve to the left, having a radius of 7043.50 feet through a central angle of 01°39'19" for an arc distance of 372.33 feet to a non-tangential point intersection with a line being 58.24 feet north of the south line of said Section 8 as measured at right angles thereto; thence N89°51'00"E for 337.41 feet to a point being 63.00 feet north of the south line of said Section 8 as measured at right angles thereto; thence N89°39'25"E parallel with and 63.00 feet north of said south line of Section 8 for 312.57 feet to a point of curvature with a circular curve concave northeasterly; thence southeasterly along the arc of said curve to the left having a radius of 40.00 feet through a central angle of 91°23'30" for an arc length of 63.81 feet to a point of tangency with a line being 40.00 feet west of the west line of said Section 8 as measured at right angles thereto; thence N89°15'33"E for 40.00 feet to a point of intersection with said west line of Section 8; thence S01°44'25"E along said west line of Section 8 for 104.98 feet to the Southwest corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2633.31 feet to the Southwest Corner of the Southwest 1/4 of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2583.30 feet to the POINT OF BEGINNING.




LOCATION SKETCH
A PORTION OF SECTION , TOWNSHIP SOUTH, RANGE EAST, MIAMI-DADE COUNTY, FLORIDA
SCALE: 1"=

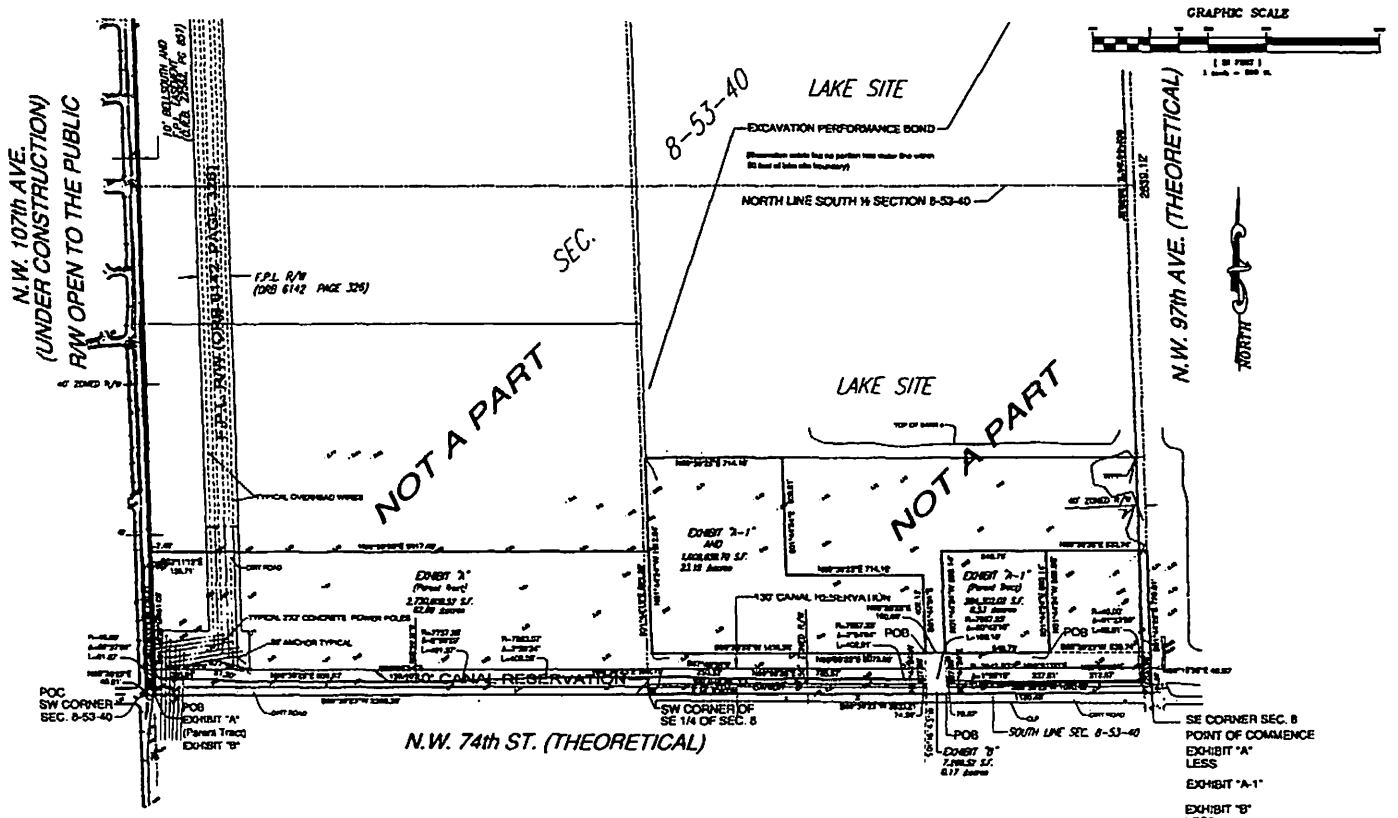



EXHIBIT "B"
(Continued)

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

Commence at the SE Corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 1080.49 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S89°39'25"W along the south line of said Section 8 for 100.00 feet; thence N01°44'24"W for 74.34 feet to a point of intersection with a circular curve southerly whose radius point bears S01°16'43"W from said point; thence westerly to the right along the arc of said curve having a radius of 7937.23 feet through a central angle of 00°43'16" for an arc distance of 100.13 feet; thence S01°44'24"E for 70.87 feet to the POINT OF BEGINNING.

NOTES:

1. No instruments of record reflecting easements, right of way, and or ownership were furnished to this surveyor except as shown.
2. Bearings are based on an assumed value of N89°39'25"E along the South line of Section 8-53-40, Miami-Dade County, Florida.
3. Elevations shown are based on a closed level loop using third order procedure and are relative to The National Geodetic Vertical Datum of 1929.
4. Unless otherwise noted record and measured data are in substantial agreement.
5. The Street Right-of-Way abutting this property are physically open unless otherwise noted.
6. Fence ownership, if any, was established by visual means only, but legal ownership has not been determined.
7. Set Iron Pipe or Pin with cap #1012 (16" in length by 0.2 square inches, minimum) at all corners unless otherwise noted.
8. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
9. No underground installations or improvements have been located.
10. The symbols (if any) reflected in the legend and on the survey have been enlarged for clarity. The symbols have been plotted at the center of the field location and may not represent the actual size or shape of the feature.
11. The surveyor did not inspect the property for environmental hazards or jurisdictional wetlands.
12. The information depicted on this map represents the results of the survey on the date indicated and was only for assessment on indicating the general conditions existing at that time.
13. Due to the frequent changes and interpretations of zoning ordinances it is the owner's responsibility to verify zoning restrictions before construction.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the property as shown and described hereon was prepared under my supervision and that there are no above ground encroachments unless otherwise shown, also that this survey meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon.
LUDOVICI AND ORANGE CONSULTING ENGINEERS INC. LB1012

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

Last Field Survey Date: 09-11-07
Field Book: 06-830 - 06-835 Page

LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
169 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • TEL: (305) 446-1229

MIAMI-DADE COUNTY, FLORIDA

SEC.

CLIENT'S NAME

NAME OF PROJECT

PROJ. NO. 2003-46
DRAWN: ——
DRAWN BY:
CHECKED: AAS
SCALE: AS NOTED
DATE: 09-11-07
SHEET: 1 OF 1 SHEET

REVISIONS

EXHIBIT "A"
(Parent Tract)

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

Commence at the Southwest Corner of said Section 8; thence N89°39'25"E along the south line of said Section 8 for 40.01 feet to a point being 40.00 feet east of the West line of said Section 8 as measured at right angles thereto, also being the POINT OF BEGINNING of the hereinafter described parcel of land; thence N01°43'29"W along a line 40.00 feet east of the west line of said section 8 for 730.21 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 2617.40 feet; thence S01°44'13"E for 522.26 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 2075.08 feet; thence N01°44'24"W for 520.05 feet; N89°39'25"E parallel with the south line of said Section 8 for 533.74 feet to a point on the east line of said Section 8; thence S01°44'25"E along the east line of said Section 8 for 728.01 feet to the Southeast Corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2633.21 feet to the Southwest Corner of the Southeast 1/4 of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2593.20 feet to the POINT OF BEGINNING.

LESS the following described parcel:

Commence at the Southeast Corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 1080.49 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S89°39'25"W along the south line of said Section 8 for 100.00 feet; thence N01°44'24"W for 207.96 feet; thence N89°39'25"E for 100.00 feet; thence S01°44'24"E for 207.96 feet to the POINT OF BEGINNING.

EXHIBIT "A-1"
(Parent Tract Continued)

Also Including within the Parent Tract, the following described land: A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of said Section 8, Township 53 South, Range 40 East, thence N01°44'24"W along the east line of said Section 8 for a distance of 207.96 feet; thence S89°39'25"W for a distance of 533.74 feet to the POINT OF BEGINNING of the following described parcel of land; thence S89°39'25"W for a distance of 546.75 feet; thence N01°44'24"W for a distance of 520.14 feet; thence N89°39'25"E for a distance of 546.75 feet; thence S01°44'24"E for a distance of 520.14 feet to the POINT OF BEGINNING.

AND Commence at the Southeast Corner of said Section 8 Township 53 South, Range 40 East, thence S89°39'25"W along the south line of said Section 8 for a distance of 1180.49 feet, thence N01°44'24"W for a distance of 207.96 feet to the POINT OF BEGINNING of the following described parcel of land; thence S89°39'25"W for a distance of 1428.33 feet; thence N01°44'24"W for a distance of 1012.04 feet; thence N89°39'25"E for a distance of 714.18 feet; thence S01°44'24"E for a distance of 609.91 feet; thence N89°39'25"E for a distance of 714.15 feet; thence S01°44'24"E for a distance of 402.13 feet to the POINT OF BEGINNING.

EXHIBIT "B"
(Fee Simple)

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

Commence at the Southwest Corner of said Section 8; thence N89°39'25"E along the south line of said Section 8 for 40.01 feet to a point being 40.00 feet east of the West line of said Section 8 as measured at right angles thereto, also being the POINT OF BEGINNING of the hereinafter described parcel of land; thence N01°43'29"W along a line 40.00 feet east of the west line of said Section 8 for 730.21 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 7.45 feet; thence S03°11'19"E for 158.71 feet; thence S01°43'29"E parallel with and 51.50 feet east of said west line of said Section 8 for 451.08 feet to a point of curvature with a circular curve concave northeasterly; thence southeastherly along the arc of said curve to the left, having a radius of 40.00 feet through a central angle of 88°37'06" for an arc distance of 61.87 feet to a point of tangency with a line being 81.50 feet north of the south line of said Section 8; thence N89°39'25"E parallel with said south line of Section 8 for 285.84 feet; thence S77°56'08"E for 51.20 feet; thence N89°39'25"E parallel with and 70.50 feet north of said south line of Section 8 for 858.83 feet; thence N89°05'54"E for 138.10 feet to a non-tangential point intersection with a circular curve concave northwesterly having a radial bearing N00°20'39"W from said point; thence southeasterly along the arc of said curve to the left, having a radius of 7737.25 feet through a central angle of 02°58'20" for an arc distance of 401.37 feet to a point of reverse curvature; thence northeasterly along the arc of a circular curve to the right having a radius of 7863.07 feet through a central angle of 02°58'24" for an arc distance of 408.05 feet to a point of tangency with line being 88.50 feet northerly of the said south line of Section 8; thence N89°39'25"E parallel with said south line of said Section 8 for 592.70 feet; thence S87°49'35"E for 250.53 feet to a point being 77.50 feet north of said south line of said Section 8; thence N89°39'25"E parallel with the south line of said Section 8 for 785.57 feet to a point of curvature with a circular curve concave southwesterly; thence southeasterly along the arc of said curve to the right having a radius of 7957.25 feet through a central angle of 02°54'04" for an arc distance of 402.91 feet to a point of reverse curvature with a circular curve concave northeasterly; thence

southeasterly along the arc of said curve to the left, having a radius of 7843.50 feet through a central angle of 01°59'19" for an arc distance of 272.23 feet to a non-tangential point intersection with a line being 58.24 feet north of the south line of said Section 8 as measured at right angles thereto; thence N88°51'00"E for 337.61 feet to a point being 63.00 feet north of the south line of said Section 8 as measured at right angles thereto; thence N89°39'25"E parallel with and 63.00 feet north of said south line of Section 8 for 312.57 feet to a point of curvature with a circular curve concave northwesterly; thence northeasterly along the arc of said curve to the left having a radius of 40.00 feet through a central angle of 91°23'50" for an arc length of 63.81 feet to a point of tangency with a line being 40.00 feet west of the east line of said Section 9 as measured at right angles thereto; thence N88°15'35"E for 40.00 feet to a point of intersection with said east line of Section 8; thence S01°44'25"E along said east line of Section 8 for 104.98 feet to the Southeast corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2633.21 feet to the Southwest Corner of the Southeast 1/4 of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2593.20 feet to the POINT OF BEGINNING.

EXHIBIT "B"
(Continued)

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

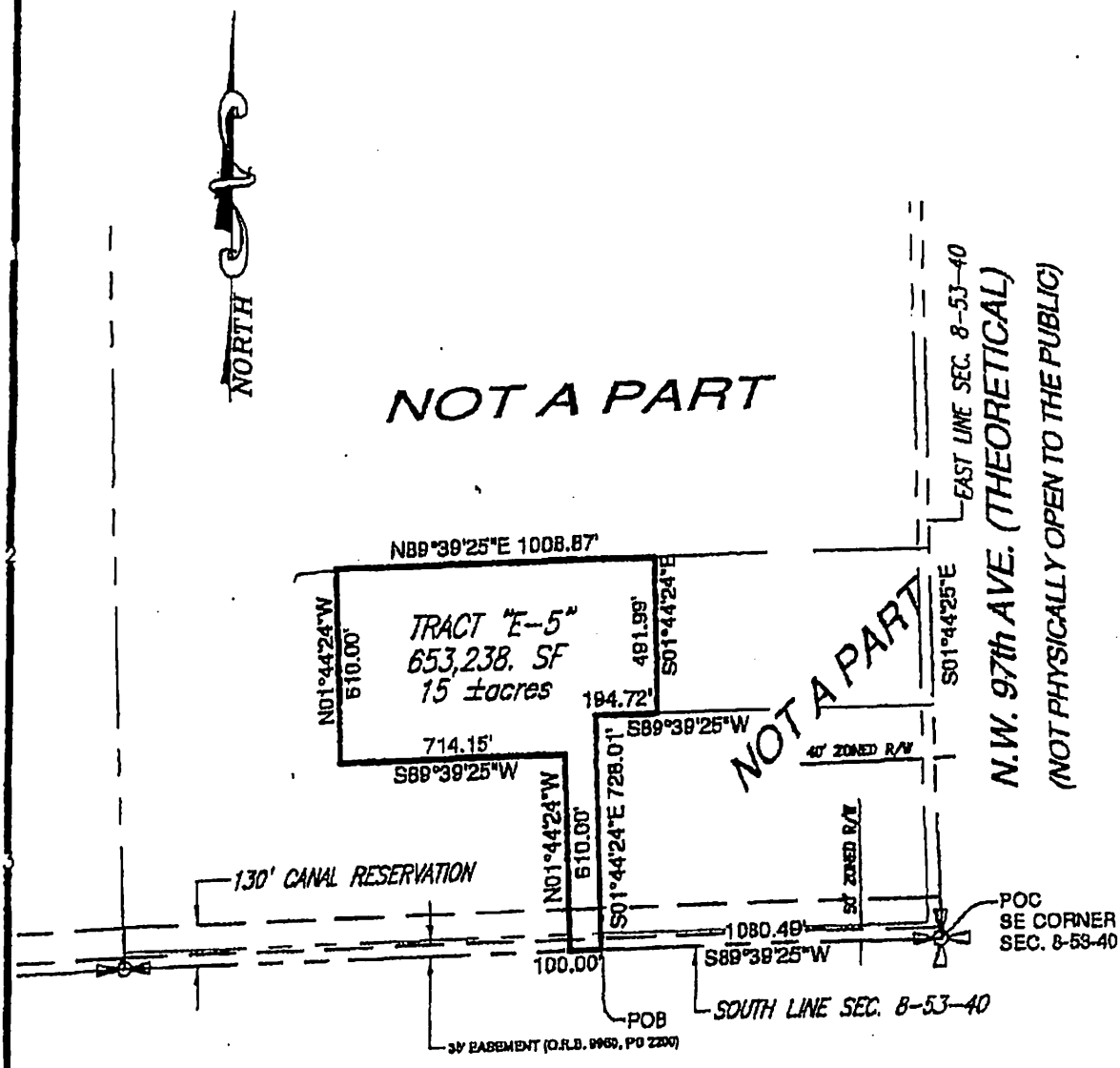
Commence at the SE Corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 1080.49 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S89°39'25"W along the south line of said Section 8 for 100.00 feet; thence N01°44'24"W for 74.34 feet to a point of intersection with a circular curve southerly whose radius point bears S01°16'43"W from said point; thence easterly to the right along the arc of said curve having a radius of 7957.25 feet through a central angle of 00°43'16" for an arc distance of 100.15 feet; thence S01°44'24"E for 70.87 feet to the POINT OF BEGINNING.

# 4816242_v1

# EXHIBIT "B"

# LEGAL DESCRIPTION OF THE FIFTEEN ACRE PARCEL

# LEGAL AND SKETCH




15 acres

E-5

| PROJ. NO: 2005 036 | DATE: 01-24-2006 | DRAWN: SS | CHECKED: AAS | SCALE: AS NOTED |
|---|---|---|---|---|

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

LEGAL & SKETCH

SHEET 2 OF 2 SHEETS

# LEGAL AND SKETCH

*SURVEYOR' S NOTES:*

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

*LEGEND:*

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

*LEGAL DESCRIPTION:*

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

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

*SURVEYOR'S CERTIFICATE:*

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

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

15 acres

E-5

| PROJ. NO: 2005 03G | DATE: 01-24-2006 | DRAWN: SS | CHECKED: AAS | SCALE: AS NOTED |
|---|---|---|---|---|

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

LEGAL & SKETCH

SHEET 1 OF 2 SHEETS

# EXHIBIT "C"

# LEGAL DESCRIPTION OF THE FOUR ACRE PARCEL

# LEGAL AND SKETCH

*SURVEYOR' S NOTES:*

1. Bearings are based on an assumed value of N89°39'25"E along the South line of the SE¼ of Section 8-53-40, Miami-Dade County, Florida.
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

*LEGEND:*

| | |
|---|---|
| POC | Point of Commencement |
| POB | Point of Beginning |
| SEC. | Section |
| SF | Square Feet |

*LEGAL DESCRIPTION:*

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

COMMENCE at the SW corner of the SE¼ of said Section 8-53-40; thence N89°39'25"E along the South line of the SE¼ of said Section 8-53-40 as a basis of bearing for a distance of 453.48 feet; thence N01°44'24"W for a distance of 610.08 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue N01°44'24"W for a distance of 609.91 feet; thence N89°39'25"E for a distance of 285.08 feet; thence S01°44'24"E for a distance of 609.91 feet; thence S89°39'25"W for a distance of 285.08 feet to the POINT OF BEGINNING. Containing 173,824 square feet or 3.99 acres, more or less.

*SURVEYOR'S CERTIFICATE:*

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

By: _____

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

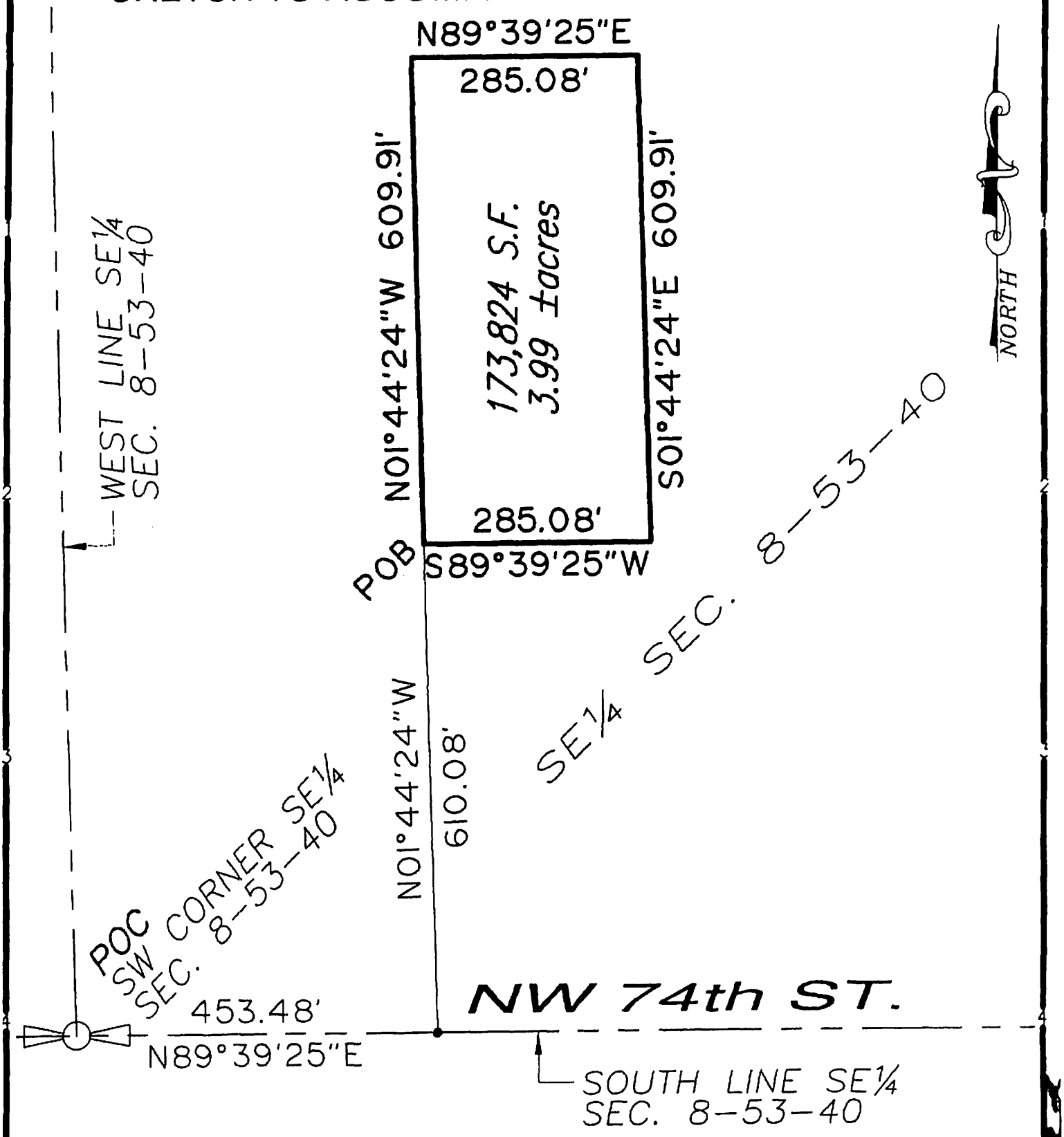
| PROJ. NO: 2005 46 | DATE: 09-25-2007 | DRAWN: AJ | CHECKED: AS | SCALE: AS NOTED |
|---|---|---|---|---|

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

SHEET 1 OF 2 SHEETS

\\Server\Data\SURVEY\Projects\2005\2005 46\dwg\2005 46.dwg 9/25/2007 6:52:53 PM EDT

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION




| PROJ. NO: 2005 46 | DATE: 09-25-2007 | DRAWN: AJ | CHECKED: AS | SCALE: NTS |
|---|---|---|---|---|

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

SHEET 2 OF 2 SHEETS

\\Server\Data\SURVEY\Projects\2005\2005 46\dwg\2005 46.dwg 9/25/2007 6:45:47 PM EDT

# EXHIBIT "D"

## LEGAL DESCRIPTION OF THE TEN ACRE PARCEL

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

COMMENCE at the Southeast corner of said Section 8, Township 53 South, Range 40 East; Thence North 01 degrees 44 minutes 25 seconds West, along the East line of said Section 8 for a distance of 728.01 feet to the POINT OF BEGINNING of the following described parcel of land: Thence South 89 degrees 39 minutes 25 seconds West for a distance of 885.77 feet; Thence North 01 degrees 44 minutes 24 seconds West for a distance of 491.99 feet; Thence North 89 degrees 39 minutes 25 seconds East for a distance of 885.76 feet to a point on the East line of said Section 8; Thence South 01 degrees 44 minutes 25 seconds East for a distance of 491.99 feet to the POINT OF BEGINNING.

# EXHIBIT "E"

# PROJECT APPROVALS

**EXHIBIT E**

List of project approval documents:

I. City of Doral Ordinance No. 2007-15

II. Conceptual Development Plan, entitled "Conceptual Development Plan," consisting of two (2) sheets as prepared by Beame Architectural Partnership, dated September 7, 2007

III. Land Development Regulations in Effect as of the Effective Date

IV. PUD Regulations (City of Doral Ordinance No. 2006-05)

V. Urban Design Guidelines (Pattern Book), entitled "Beacon Commons – Doral, Florida, Pattern Book," as prepared by Beame Architectural Partnership and Witkin-Hults Design Group, dated September 26, 2007

## EXHIBIT "F"

## NOTIFICATION, ACKNOWLEDGMENT, WAIVER AND RELEASE OF PROXIMITY OF SOLID WASTE FACILITY

The purchasers (their heirs, successors, assigns), lessees, occupants and residents (hereinafter jointly and severally, the "Covenanters") are hereby advised and hereby acknowledge, agree and covenant as follows:

The subject property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill, both of which are used in connection with the County's solid waste management and disposal activities, and operate 24 hours per day, 7 days a weeks. As a result, occupants of the property may be affected by odors, noise, or dust emanating from the Ash Landfill and Resource Recovery Facility (the "Facility") and truck traffic entering and exiting the Facility during daytime and nighttime hours.

The Covenanters agree that they do not object to the presence of the Resource Recovery Facility or the Ash Landfill, or their respective operations. The Covenanters agree that they waive and shall not raise any objection to the continued operation of the Facility. Further, the Covenanters waive and release Miami-Dade County from any and all liability for any past, present or future claims, and the Covenanters hereby agree not to file any claim or action against Miami-Dade County or the operator of the Facility, pertaining to or arising out of the current operations of the Facility. This waiver and release includes, but is not limited to, both non-constitutional and constitutional claims and actions (including, but not limited to, inverse condemnation, takings and nuisance), of any kind or other constitutional or non-constitutional claims of any kind or nature whatsoever. In the event that any paragraph of portion of this notice is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall affect no other provision of this Notification, Acknowledgment, Waiver and Release ("Notice"), and the remainder of this Notice shall be valid and enforceable in accordance with its terms.

# EXHIBIT "G"

# CONSTRUCTION SCHEDULE FOR NEW PUBLIC FACILITIES

**EXHIBIT G**

Public Facilities:

I. Required Public Facilities

A. Roadway Expansion and Dedication: New roadways that are required shall be on property currently owned by Miami-Dade County, the Developer or its predecessor in interest. Such roadway may also contain improvements such as curb and gutter or sidewalks that meet with the approval of the City of Doral.

B. Water: Potable water shall be provided by Miami-Dade County Water and Sewer Department (WASD) based on an agreement to be entered into between applicant and WASD. WASD shall provide potable water service to all buildings for human consumption, fire protection, and irrigation.

C. Sewer: Waste water conveyance and sewage treatment shall be provided by WASD based on an agreement to be entered into between the Developer and WASD. WASD shall provide gravity sewer lines from all habitable improvements to a central lift station facility, which will be serviced by an adequately sized force main.

D. Parks: New City parks that are proposed by the Developer shall be on property conveyed to the City. Said parks are further described in the Development Agreement.

II. Facilities Providers

A. Roadway Expansion and Dedication: Applicant, Miami-Dade Expressway Authority; Miami-Dade County

B. Water: Miami-Dade Water and Sewer Department (WASD)

C. Sewer: Miami-Dade Water and Sewer Department (WASD)

D. Parks: City of Doral

III. Timing/Scheduling of Provision of Public Facilities

A. Roadways: Proposed roadway expansion and dedications will be addressed in phases, at the time of platting.

B. Water: Miami-Dade Water and Sewer Department (WASD) will provide potable water to the Property, which will be connected in phases.

C. Sewer: Miami-Dade Water and Sewer Department (WASD) will provide sewer service to the Property, which will be connected in phases.

D. Parks: The City Park will be developed according to the City's timeline for development.

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# EXHIBIT "H"
# IMPACT FEES

# 4346825_v8

## EXHIBIT H

Estimated Project Impact Fees:

I. Applicable Impact Fee Provisions:

A. Fire: Chapter 33J, Miami-Dade County Code

B. Roadways: Chapter 33E, Miami-Dade County Code, and City of Doral Ordinance No. 2006-16

C. Schools: Chapter 33K, Miami-Dade County Code

D. Water and Sewer: Chapter 32, Miami-Dade County Code, and Miami-Dade County Administrative Order No. 4-110

E. Parks: City of Doral

F. Police: City of Doral

II. Impact Fee Calculations:

A. Fire:

| | | |
|---|---|---|
| Residential | $248.60 x 282 units | $ 70,105.20 |
| Hotel | $0.3848 x 250 s.f. x 250 rooms | $ 24,050.00 |
| Office | $0.2392 x 200,000 s.f. | $ 47,840.00 |
| Retail/Restaurant/Bank | $0.2912 x 553,300 s.f. | $161,120.96 |
| | **TOTAL ESTIMATED FEES:** | **$303,116.16** |

B. Roadways:

| | | |
|---|---|---|
| Residential | $921.00 x 282 units | $ 259,722.00 |
| Hotel | $1,094 x 250 rooms | $ 273,500.00 |
| Office | $1.863 x 200,000 s.f. | $ 372,600.00 |
| Retail/Restaurant/Bank | $3.486 x 553,300 s.f. | $1,928,803.80 |
| City of Doral Fees[1] | 21,270 trips x $209.57 x $1.05 admin fee | $4,680,431.60 |
| | **TOTAL ESTIMATED FEES:** | **$7,515,057.40** |

[1] So long as the City's Roadway Impact Fee Ordinance (No. 2006-16) remains in full force and effect, or subject to any approved reduction in the assessed fee amount. Total daily trips may be assessed pursuant to traffic analysis at time of permitting.

C. Schools:

| | | |
|---|---|---|
| Residential | [(1,200 s.f. x 0.918) + $612.00] x 282 units | $483,235.20 |
| | **TOTAL ESTIMATED FEES:** | **$483,235.20** |

D. Water and Sewer Connection Fees:

| | | |
|---|---|---|
| Residential | 200 gpd x 282 units x $6.99 | $394,236.00 |
| Hotel | 100 gpd. x 250 rooms x $6.99 | $174,750.00 |
| Office | 20,000 gpd x $6.99 | $139,800.00 |
| Retail/Restaurant/Bank | 27,665 gpd x $6.99 | $193,378.35 |
| | **TOTAL ESTIMATED FEES:** | **$902,164.35** |

E. Parks[2]:

| | | |
|---|---|---|
| Residential | 1,453.00 x 282 units | $409,746.00 |
| | **TOTAL ESTIMATED FEES:** | **$409,746.00** |

F. Police:

| | | |
|---|---|---|
| Residential | 101.29 x 282 units | $ 28,563.78 |
| | **TOTAL ESTIMATED FEES:** | **$ 28,563.78** |

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[2] So long as the City's Parks Impact Fee Ordinance remains in full force and effect, or subject to any approved reductions or credits to the assessed fee amount.