

## SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made this \_\_\_\_ day of April 2017, by and between COMAR VENTURES CORPORATION, a Florida ("Comar"), and the TOWN OF MAMI LAKES ("City"), a Florida municipal corporation, (all collectively, the "Parties") who hereby stipulate and agree as follows:

### RECITALS

WHEREAS, Comar owns that certain 1.7-acre parcel of land located in Miami-Dade County, Florida and more particularly described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, on August 7, 2015, pursuant to section 13-308 of the Town of Miami Lakes Code Comar submitted an application for approval of a preliminary plat to subdivide the Property; and

WHEREAS, the Town Planner reviewed the preliminary plat application package and recommended that the Town Council of the Town of Miami Lakes ("Town Council") approve Comar's proposed preliminary plat subject to conditions; and

WHEREAS, on November 3, 2015, the Town Council adopted Resolution 15-1338 granting the requested preliminary plat approval subject to conditions; and

WHEREAS, Resolution 15-1338 included a condition that a site plan for the Property be approved along with the plat; and

WHEREAS, pursuant to Resolution 15-1338 Comar submitted its application for final approval for the "Loch Ness Gardens" plat and for the related site plan; and

WHEREAS, the Town Planner reviewed the final plat and site plan application package and recommended that the Town Council approve the final plat and site plan subject to conditions; and

WHEREAS, on September 6, 2016 the Town Council after public hearing voted to deny the final plat and site plan; and

WHEREAS, on October 5, 2016 Comar filed (1) a petition for writ of certiorari styled *Comar Ventures Corporation v. Town of Miami Lakes*, Case No. 2016-368-AP, requesting that the circuit court appellate court quash the Town's denial of the final plat and site plan (the "Petition") and (2) a request for relief pursuant to Section 70.51, the Florida Statutes the Florida Land Use and Environmental Dispute Resolution Act (Applications PLAT 2016-002 and PHSP 2016-002) (the "FLUEDRA relief"); and

WHEREAS, Comar Ventures by letter dated March 24, 2017 proposed a settlement with the town that would result in approval of the plat and site plan with conditions and the voluntary dismissal of the Petition and FLUEDRA request; and

WHEREAS, on March 27, 2017 the Town Council considered public comments and directed the town manager and town attorney to meet with Comar in an effort to draft a settlement agreement for Town Council review at its April 18, 2017 meeting.

NOW, THEREFORE, in consideration of the mutual agreements, undertakings, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties hereto agree as follows:

1. The foregoing recitals are true, accurate, and correct and are incorporated herein by this reference.
2. The Parties agree as follows:
  - A. Pursuant to Code of Ordinances of the Town of Miami Lakes (the "Code"), the Town Manager will initiate the process for Town review and approval of Comar Ventures' application to approve the plat set forth in Exhibit A, attached hereto and made a part hereof (the "Plat"), and site plan (the "Site Plan") set forth in Exhibit B, attached hereto and made a part hereof).
  - B. The Town Council of the Town of Miami Lakes (the "Town Council") will consider the Plat and the Site Plan pursuant to the platting and site plan processes established by the Town Code.
  - C. Comar Ventures through a unity of title shall combine lots 3 and 4 of the Loch Ness Gardens plat. The unity of title shall be reviewed and approved as to form by the Town Attorney. The unity of title shall be filed in the public records of Miami-Dade County only after the non-appealable approval of both the Plat and Site Plan within 30 days of the later of the non-appealable plat approval or the non-appealable site plan approval. The unity of title may be dissolved only after approval by the Town Council.
  - D. In furtherance of this settlement, Comar Ventures has submitted to the Town the Site Plan showing:
    - 1) Four single-family houses as follows: one house on lot one, one house on lot two, one house on lot five and one house on the combined lots three and four.
    - 2) That none of the four houses shall face Loch Ness Drive.
    - 3) That none of the four houses will be more than one story in height.
  - E. In the event the Town Council approves the Plat and the Site Plan, and within 30 days of the expiration of any applicable appeal periods, Comar shall dismiss with prejudice the petition for writ of certiorari referenced herein, and the FLUEDRA request.

- F. In the event the Town Council does not approve either the final plat or the site plan as set forth in exhibits "A" and "B" herein, this agreement has no force and effect and shall be deemed void and Comar retains its right to pursue its pending petition for writ of certiorari and related request for FLUEDRA relief.
  - G. Comar expressly recognizes and acknowledges that the Town makes no representation that the Town Council will approve the plat and site plan as set forth above.
  - H. The Town shall make administrative adjustments to the plat and/or site plan to incorporate in those documents any non-Town-required approvals that are acceptable to the Town Manager and Comar.
  - I. Comar shall work with the neighbors in the surrounding community and the Town to rename the cul-de-sac. However, such change in the name of the street may not be implemented if it triggers a new plat application.
- 3. The Parties hereto agree that they shall expeditiously provide to each other documents and instruments as may be reasonably necessary to effectuate the purposes of this Agreement.
  - 4. Each Party hereto acknowledges that this Agreement is a compromise resolution of disputed claims and agrees that it shall never be treated or used as an admission or evidence of liability or wrongdoing against any party hereto for any purpose whatsoever. Each Party hereto acknowledges that this settlement is based solely on their desire to resolve all disputes and avoid any further costs of litigation.
  - 5. The Parties represent and warrant that they have executed this Agreement freely and voluntarily after having had an opportunity to consult with their respective attorneys concerning their rights and obligations hereunder.
  - 6. This Agreement shall be deemed drafted by all Parties and there shall be no presumption against any Party relating to the drafting of said Agreement and the language used herein. The obligations and duties of the Parties are as provided for in each provision of this Agreement, notwithstanding that certain sections are identified as creating obligations for specific Parties.
  - 7. The laws of the State of Florida shall govern this Agreement and its enforcement. Venue for any action or proceeding brought under this Agreement shall be in Miami-Dade County.
  - 8. The Parties signing this Agreement represent and warrant that they have full and complete legal and binding authority to enter into this Agreement.

9. This Agreement may be executed in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. A facsimile or electronic (PDF) copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.
10. Time is of the essence with respect to each provision contained in this Agreement.

DATED this \_\_\_\_\_ day of April 2017.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly entered into and signed as of the date set forth above.

**(SIGNATURES ON FOLLOWING PAGE)**

COMAR VENTURES CORPORATION

Witnesses:

W. Tucker Corujo  
Print Name W. Tucker Corujo

Julio A. Viji  
Print Name Julio A. Viji

By: Rodolfo Corujo  
Rodolfo Corujo

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

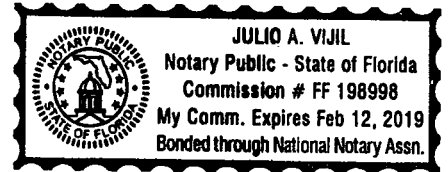
The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April 2017 by Rodolfo Corujo, as Vice President of Comar Ventures Corporation, freely and voluntarily on behalf of said corporation. This person is personally known to me or who produced Florida Drivers License as identification.

Julio A. Viji

NOTARY PUBLIC, State of Florida at Large

Print Name Julio Viji

My commission expires:



TOWN OF MIAMI LAKES

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

ATTEST:

\_\_\_\_\_  
Town Clerk, Town of Miami Lakes

Date: \_\_\_\_\_

May 2<sup>nd</sup>, 2017

Approved as to form and legal sufficiency:

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Raul Gastesi, Jr.  
TOWN ATTORNEY

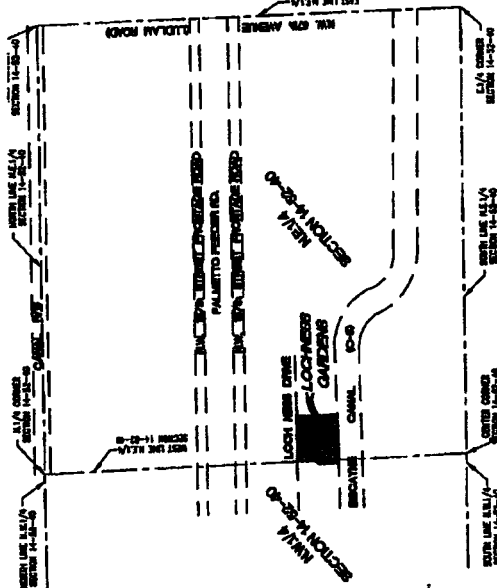
# **EXHIBIT “A”**

PLAT BOOK        PAGE         
SHEET 1 OF 2 SHEETS

A REPLAT OF TRACT "A" OF MIAMI LAKES LOCH NESS SECTION, AS RECORDED IN PLAT BOOK 93, PAGE 45 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN SECTION 14, TOWNSHIP 52 SOUTH, RANGE 40 EAST, IN THE TOWN OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA

MANUEL G. VERA & ASSOCIATES, INC.  
ENGINEERS - LAND SURVEYORS - PLANNERS  
3660 SW. 47th STREET MIAMI, FLORIDA 33175  
PHONE: (305) 221-5210 FAX: (305) 221-1286

JANUARY 2018



### LOCATION MAP

**KNOW ALL MEN BY THESE PRESENTS:**  
THAT COMAR VENTURES CORP., A FLORIDA CORPORATION, HAS CAUSED TO BE MADE THE ATTACHED PLOT OF BOTTLED LUGGERS GARDENS, THE SAME BEING A REPLAY OF THE FOLLOWING DESCRIBED PROPERTY:

**JUDICIAL DISPOSITION:**  
TRACT "A" OF "MAAM LAKES LOON MESS SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, AT PAGE 45, OF THE PUBLIC RECORDS OF MAAM-DUNE COMMUNITY SCHOOL DISTRICT, COUNTY OF DANE, WISCONSIN.

**IN WITNESS WHEREOF**

THE SAID COMAR VENTURES CORP., A FLORIDA CORPORATION, HAS CAUSED THIS AFFIDAVIT TO BE SIGNED FOR AND ON ITS BEHALF BY \_\_\_\_\_, ONE OF ITS VICE PRESIDENTS, AND THE SAID COMAR VENTURES CORP., A FLORIDA CORPORATION AND ITS CORPORATE SEAL, TO BE HEREINTO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2018.

BY: [Signature]  
 PRINT: RODOLFO PERRY  
 TIT: Vice President

WINE 502

**ACKNOWLEDGEMENT**

NAME OF PERSON: \_\_\_\_\_  
COUNTRY OF ORIGIN: \_\_\_\_\_  
DATE: \_\_\_\_\_

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME \_\_\_\_\_  
ADVISED THAT HIS NAME, DATE AND PLACE BORN, CURRENT RESIDENCE, \_\_\_\_\_  
EDUCATION, OCCUPATION, RELIGION, POLITICAL BELONGINGS, MARITAL STATUS AND \_\_\_\_\_  
PERSONALITY, REPUTATION TO BE AND WHO HAS OBTAINED THE FOLLOWING RESIDENT PERMIT, AND \_\_\_\_\_  
THE DATE OF EXPIRATION OF THE SAME, AND THAT HE IS NOT A MEMBER OF ANY \_\_\_\_\_  
OR ORGANIZATION AS HIGH OFFICER FOR THE PURPOSES HEREIN EXPRESSED AND WHO IS NOT THE \_\_\_\_\_  
OF ANY OTHER PERSON. \_\_\_\_\_  
WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 19\_\_\_\_

BY COMMISSION MEMBER: Prohibit  
BY COMMISSION EXPRESS: September 9, 2017  
IN: State of Alaska  
PRINTED NAME OF CANDIDATE: State of Alaska  
PRINTED NAME: State of Alaska  
STATE OF ALASKA AT LARGE  
ELECTION



**NOTICE:** THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL VERSION OF THE SURVEYED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES, BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.

## IN MY OWN CERTIFICATION

WHEREFORE CERTIFY THAT THE ATTACHED PLAY ENTITLED LOCKSMITHS GARDENS IS A TRUE AND CORRECT REPRESENTATION OF THE GARDEN AS RECENTLY SURVEYED AND PLANTED UNDER MY DIRECTION; THAT THE SURVEY DATA AS SHOWN ON THIS PLAY COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, F.S. 177.01, AND THAT NECESSARY SURVEYING ADJUSTMENTS HAVE BEEN SET.

MANUEL G. VERA & ASSOCIATES, INC.  
3580 S.W. 4TH ST., MIAMI, FL 33178  
CERTIFICATE OF AUTHORIZATION No. 1E2439

*Manuel G. Vera*

MANUEL G. VERA, SECRETARY  
PROFESSIONAL SURVEYOR AND MAPPER  
No. 2262, STATE OF FLORIDA

### **REPORTING STATEMENT**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2016  
AT THE \_\_\_\_\_ COURT HOUSE, IN \_\_\_\_\_ COUNTY, FLORIDA.  
BY \_\_\_\_\_, CLERK OF COURT.  
THIS PLAT COMPLES WITH THE LAWS OF THE STATE OF FLORIDA AND MAINE-DADE COUNTY,  
FLORIDA.

**MILWAUKEE COUNTY APPROVAL:**

THE DEPARTMENT OF REGULARITY AND ECONOMIC RESOURCES CERTIFIES THAT THIS PLAY APPEARS TO CONFORM TO ALL THE REQUIREMENTS OF CHAPTER 28 OF THE MASS-SHAGE COUNTY, CODE.

NY \_\_\_\_\_ DIRECTOR

## WINNERS PLAT PUBLICATION

THEY MAY AT THE UTILITY EASEMENTS AT THE SOCS AND/OR FRONT OF CERTAIN LOTS AS SHOWN BY DASHED LINES ON THE ATTACHED PLAT ARE HEREBY RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

**APPROVAL OF MAIN LAYERS APPROVAL:**

THIS MAY NOT BEAT IN A REDUCTION IN THE LEVEL OF SERVICES FOR THE AFFECTED PUBLIC FACILITIES BELOW THE LEVEL OF SERVICES PROVIDED IN THE TOWN'S COMPREHENSIVE PLAN WHEREFORE, IT WAS APPROVED AND THE FOREGOING RESOLUTIONS WERE ADOPTED AND APPROVED BY RESOLUTION NO. \_\_\_\_\_ PASSED AND ADOPTED BY TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, MIAMI-DADE COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

**OWNER:** \_\_\_\_\_ **TOWN MANAGER:** \_\_\_\_\_

**TEST:** \_\_\_\_\_ **TOWN CLERK:** \_\_\_\_\_

THIS PLAT HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT TO THE TOWN OF MIAMI LARGES, IN ACCORDANCE WITH SECTION 177.08(1), FLORIDA STATUTES, WHO CERTIFIES THAT THE LOTS AND OTHER FEATURES AS SHOWN ON THIS PLAT CONFORM TO CHAPTER 177, DELIC, FLORIDA STATUTES.

PRINT NAME: \_\_\_\_\_  
PROFESSIONAL SURVEYOR AND MAPPER NO. \_\_\_\_\_  
STATE OF FLORIDA

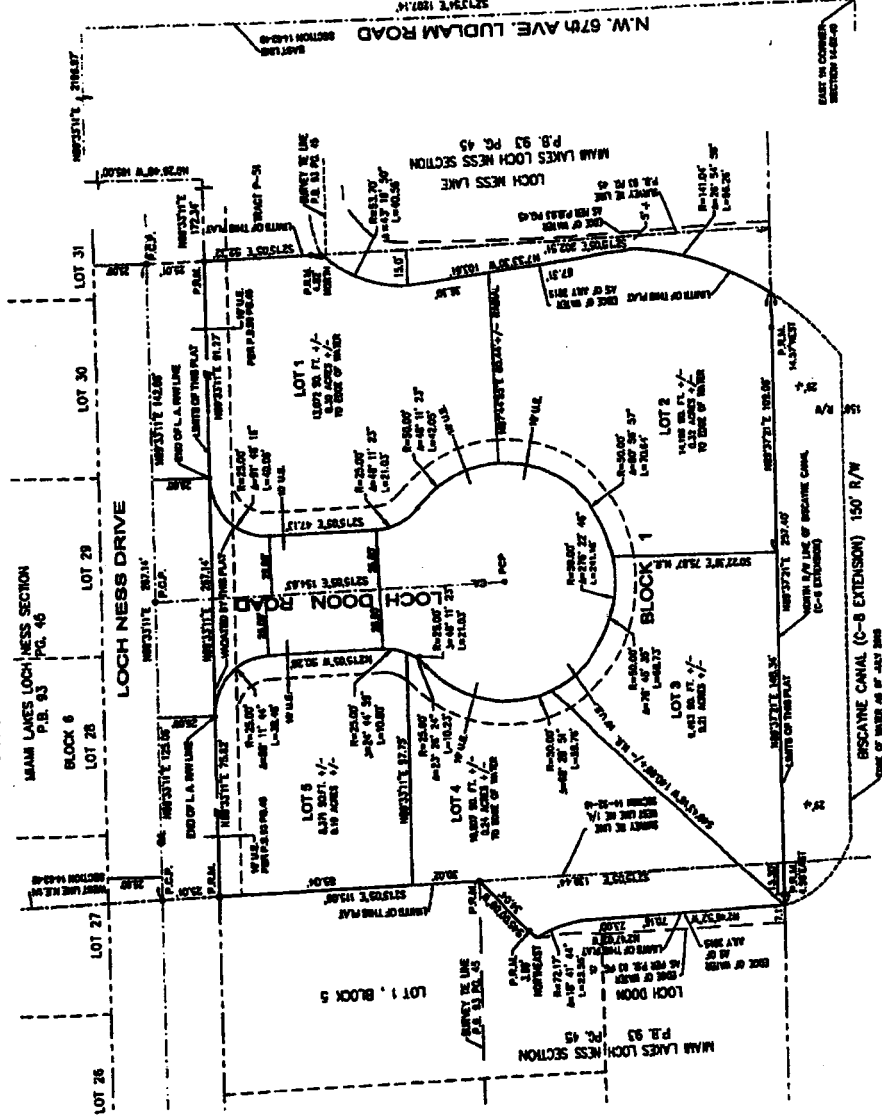
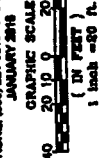
NY \_\_\_\_\_ DIRECTOR



# LOCHNESS GARDENS

A REPLAY OF TRACT "A" OF MAM LAKES LOCH NESS SECTION, AS RECORDED IN PLAT BOOK 83, PAGE 45 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LIVING IN SECTION 14, TOWNSHIP 26 SOUTH, RANGE 40 EAST, IN THE TOWN OF MAM LAKES, MIAMI-DADE COUNTY, FLORIDA.

MANUEL G. VERA & ASSOCIATES, INC.  
ENGINEERS - LAND SURVEYORS - PLANNERS  
12860 SW 47th STREET, MIAMI, FLORIDA 33175  
PHONE: (305) 221-4510 FAX: (305) 221-1285  
JANUARY 2015



- ABBREVIATIONS:**
- CA - CONCRETE
  - CL - CEMENT LIME
  - FL - FILL
  - GR - GRAVEL
  - IR - IRON
  - LA - LUMBER
  - MA - MASONRY
  - PA - PAVEMENT
  - PC - PORTLAND CEMENT
  - PL - PLASTER
  - RM - REINFORCED MASONRY
  - ST - STEEL
  - WC - WOOD
  - YD - YARD

**SURVEYOR'S REPORT:**  
BEARING DOWN LINES ARE RELATIVE TO AN ASSUMED  
MAGNETIC NORTH OF 0° 00' 00" AS SHOWN BY THE  
MAGNETIC DECLINATION OF 10° 00' 00" WEST.

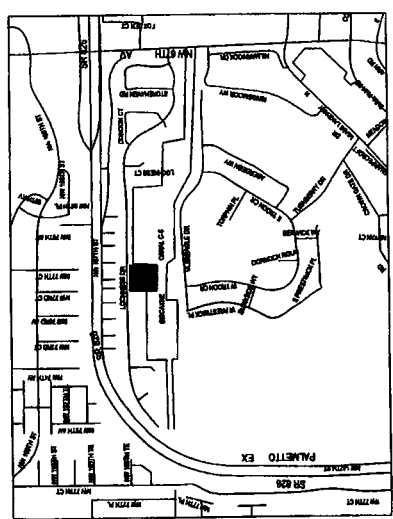
## RECORDING STATEMENT

PLAT FOR RECORD THIS DAY OF JANUARY 2015 IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THE PLAT COMPARES WITH THE LINES OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE  
COUNTY CLERK

NOTICE: THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN THE PLAT BOOK 83, PAGE 45. THE PLAT IS SUBJECT TO THE RIGHTS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA. THE PLAT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

## **EXHIBIT “B”**

[illegible]

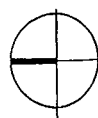
**LEGAL DESCRIPTION:**  
LEGAL DESCRIPTION: TRACT "A" OF "MIAMI LAKES LICH NESS SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 93, AT PAGE 45, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

# LOCHNESS GARDENS

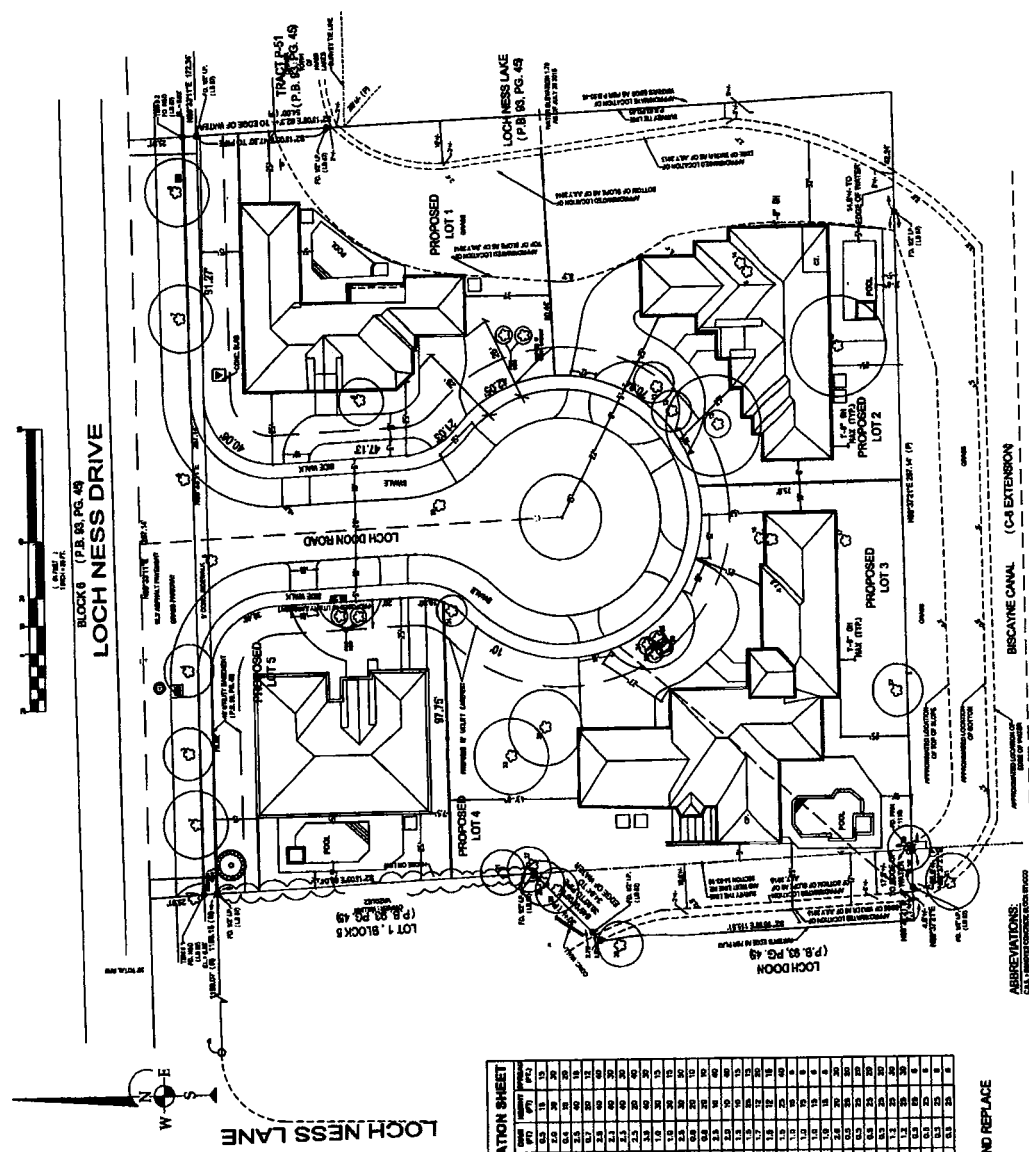
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[illegible]

● **BUILDING FOOTPRINT (COVERED)**  
NOTE: NO VARIANCE REQUIRED FOR INDIVIDUAL LOTS. ALL WORK IN COMPLIANCE WITH TOWN OF MIAMI LAKES PLANNING AND ZONING ORDINANCES & FBC 2014.



# SITE PLAN



TREE TABULATION SHEET			
NO.	COMMON NAME	DBH	HT
1	1. C	1.1	1.2
2	2. A	2.1	2.2
3	3. B	3.1	3.2
4	4. D	4.1	4.2
5	5. E	5.1	5.2
6	6. F	6.1	6.2
7	7. G	7.1	7.2
8	8. H	8.1	8.2
9	9. I	9.1	9.2
10	10. J	10.1	10.2
11	11. K	11.1	11.2
12	12. L	12.1	12.2
13	13. M	13.1	13.2
14	14. N	14.1	14.2
15	15. O	15.1	15.2
16	16. P	16.1	16.2
17	17. Q	17.1	17.2
18	18. R	18.1	18.2
19	19. S	19.1	19.2
20	20. T	20.1	20.2
21	21. U	21.1	21.2
22	22. V	22.1	22.2
23	23. W	23.1	23.2
24	24. X	24.1	24.2
25	25. Y	25.1	25.2
26	26. Z	26.1	26.2
27	27. AA	27.1	27.2
28	28. AB	28.1	28.2
29	29. AC	29.1	29.2
30	30. AD	30.1	30.2
31	31. AE	31.1	31.2
32	32. AF	32.1	32.2
33	33. AG	33.1	33.2
34	34. AH	34.1	34.2
35	35. AI	35.1	35.2
36	36. AJ	36.1	36.2
37	37. AK	37.1	37.2
38	38. AL	38.1	38.2
39	39. AM	39.1	39.2
40	40. AN	40.1	40.2
41	41. AO	41.1	41.2
42	42. AP	42.1	42.2
43	43. AQ	43.1	43.2
44	44. AR	44.1	44.2
45	45. AS	45.1	45.2
46	46. AT	46.1	46.2
47	47. AU	47.1	47.2
48	48. AV	48.1	48.2
49	49. AW	49.1	49.2
50	50. AX	50.1	50.2
51	51. AY	51.1	51.2
52	52. AZ	52.1	52.2
53	53. BA	53.1	53.2
54	54. BB	54.1	54.2
55	55. BC	55.1	55.2
56	56. BD	56.1	56.2
57	57. BE	57.1	57.2
58	58. BF	58.1	58.2
59	59. BG	59.1	59.2
60	60. BH	60.1	60.2
61	61. BI	61.1	61.2
62	62. BJ	62.1	62.2
63	63. BK	63.1	63.2
64	64. BL	64.1	64.2
65	65. BM	65.1	65.2
66	66. BN	66.1	66.2
67	67. BO	67.1	67.2
68	68. BP	68.1	68.2
69	69. BQ	69.1	69.2
70	70. BR	70.1	70.2
71	71. BS	71.1	71.2
72	72. BT	72.1	72.2
73	73. BU	73.1	73.2
74	74. BV	74.1	74.2
75	75. BW	75.1	75.2
76	76. BX	76.1	76.2
77	77. BY	77.1	77.2
78	78. BZ	78.1	78.2
79	79. CA	79.1	79.2
80	80. CB	80.1	80.2
81	81. CC	81.1	81.2
82	82. CD	82.1	82.2
83	83. CE	83.1	83.2
84	84. CF	84.1	84.2
85	85. CG	85.1	85.2
86	86. CH	86.1	86.2
87	87. CI	87.1	87.2
88	88. CJ	88.1	88.2
89	89. CK	89.1	89.2
90	90. CL	90.1	90.2
9			

R - REMOVE  
RR - REMOVE AND REPLACE

[illegible]

**LINE TYPE:**

_____	LOT LINE
_____	EASEMENT
_____	CENTER LINE
_____	WOOD FENCE

**LEGEND:**

- SEWER MANHOLE
- FLUORIDATION POWER AND LIGHT TRANSFORMER
- CENTER LINE
- CATCH BASIN