

**OPINION OF TITLE**

**To: Miami-Dade County**

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement/Waiver of Plat or in compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering the real property, hereinafter described, it is hereby certified that I have examined a complete "Abstract of Title" covering the period from the beginning to the 10<sup>th</sup> day of February, 2016, at the hour of 11:00 P.M., inclusive, of the following described property:

**SEE EXHIBIT "A" ATTACHED HERETO**

I am of the opinion that on the last mentioned dated, the fee simple title to the above-described real property was vested in:

**LENNAR HOMES, LLC, a Florida limited liability company**

**Mr. Greg McPherson or Carlos Gonzalez as the Manager of Lennar Homes, LLC, are authorized to sign on behalf of the limited liability company.**

Subject to the following encumbrances, liens and other exceptions:

**A. RECORDED MORTGAGES:**

NONE.

**B. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

NONE.

**C. GENERAL EXCEPTIONS:**

1. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.
2. Rights of persons other than the above owners who are in possession.
3. Facts that would be disclosed upon accurate survey.
4. Any unrecorded labor, mechanics' or materialmen's' liens.
5. Zoning and other restrictions imposed by governmental authority.
6. Easements, or claims of easements, not shown on the public records.
7. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
8. Any unpaid charges due for waste, water and sewer services.
9. Miami-Dade County Special Taxing District assessments, if any.

**D. SPECIAL EXCEPTIONS:**

1. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
2. Reservations in favor of The Board of Education of the State of Florida as contained in Deed No. 3,902 recorded December 22, 1921 in Deed Book 15, Page 12, and recorded February 20, 1922 in Deed Book 288, Page 72, as affected by Quit Claim Deed recorded December 3, 1968 in Official Records Book 6191, Page 255, and Quit Claim Deed recorded September 24, 1973 in Official Records Book 8453, Page 229, of the Public Records of Miami-Dade County, Florida.
3. Reservations in favor of The Trustees of the Internal Improvement Fund of the State of Florida contained in Deed No. 17,012A recorded August 5, 1925 in Deed Book 560, Page 285, as affected by Quit Claim Deed recorded November 25, 1968 in Official Records Book 6180, Page 706, Rights in Reservations recorded November 25, 1968 in Official Records Book 6181, Page 384, Rights in Reservations recorded February 24, 1969 in Official Records Book 6296, Page 673, and Quit Claim Deed recorded July 16, 1973 in Official Records Book 8385, Page 321, and Dade County Disclaimer recorded in Official Records Book 8359, Page 259, of the Public Records of Miami-Dade County, Florida.
4. Terms and conditions contained in that Declaration of Restrictions recorded November 19, 2002 in Official Records Book 20812, Page 4767, as affected by First Amendment to Declaration of Restrictions in favor of the Town of Miami Lakes recorded June 17, 2003 in Official Records Book 21338, Page 639, and Modification of Declaration of Restriction recorded December 15, 2011 in Official Records Book 27929, Page 1276, of the Public Records of Miami-Dade County, Florida.
5. Terms and conditions contained in Resolution No. 11-883, a Resolution of the Town Council of the Town of Miami Lakes, Florida, approving a Development Agreement between F71-1, LLC and F69-1, LLC and the Town of Miami Lakes, and the Development Agreement evidenced thereby, as recorded May 11, 2011 in Official Records Book 27684, Page 711, of the Public Records of Miami-Dade County, Florida.
6. Terms and conditions and license to gain access as contained in Contractor's Access Agreement recorded February 5, 2013 in Official Records Book 28475, Page 2151, of the Public Records of Miami-Dade County, Florida.

7. Survey prepared by Ford, Armenteros & Fernandez, Inc., dated March 31, 2014, last updated/revised November 2, 2015, reveals the following matters:
- (a) limited access right-of-way along the West and a portion of the South boundaries;
  - (b) 6-foot metal fence along the North boundary;
  - (c) 6-foot chain-link fence along a portion of the South boundary;
  - (d) light poles, electrical boxes and catch basins along the East boundary; and,
  - (e) submerged land area lying within the subject property.

Note: Lake Belt Area Affidavit recorded April 6, 2000 in Official Records Book 19058, Page 312, of the Public Records of Miami-Dade County, Florida.

Note: Interlocal Agreement between The Town of Miami Lakes and City of Hialeah recorded July 16, 2007 in Official Records Book 25780, Page 1241, of the Public Records of Miami-Dade County, Florida.

8. Declaration of Storm Water Drainage Easement recorded September 18, 2014 in Official Records Book 29314, Page 1264, of the Public Records of Miami-Dade County, Florida.
9. Terms and provisions of that certain unrecorded farm lease between F6-1 LLC, F71-1 LLC and Betty L. Dunn, as landlord, and Triple C Cattle Incorporated, as tenant.

**I HEREBY CERTIFY** that I have reviewed all the aforementioned encumbrances and exceptions. Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
LENNAR HOMES, LLC, a Florida limited liability company	Owner	

The following is a description of the aforementioned abstract and its continuations:

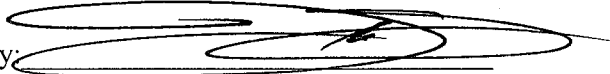
<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
5011412-0329107-E	First American Title	9	Beginning – 1/8/2016
021673.460	Attorneys Title Search	None	1/6/2016 - 02/10/2016

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 19<sup>th</sup> day of February, 2016.

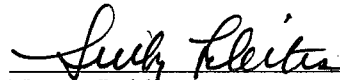
Alejandro J. Arias, Esq.  
 Florida Bar No. 102518  
 Holland & Knight LLP  
 701 Brickell Avenue, Suite 3300  
 Miami, FL 33131  
 (305) 789-7446

By:   
 Alejandro J. Arias, Esq.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me the 19<sup>th</sup> day of Feb., 2016, by Alejandro J. Arias, Esq., who is personally known to me.

  
 Notary Public  
SIUBY FLEITES  
 Print Name

My Commission Expires:

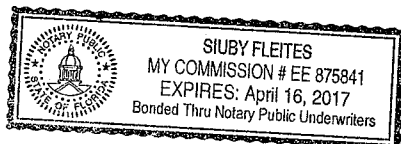




EXHIBIT "A"

The land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

The Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying and being in Miami-Dade County, Florida, LESS AND EXCEPT that portion thereof lying within the lands designated as part of Parcel No. 102 and conveyed to the State of Florida Department of Transportation, pursuant to that Deed recorded in Official Records Book 9942, Page 1740, of the Public Records of Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof acquired by Miami-Dade County, Florida pursuant to that Final Judgment recorded in Official Records Book 27731, Page 2513, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel No. 1: The East 40.00 feet of the South 1275.00 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida;

and,

Parcel No. 1A; The East 40 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, LESS the South 1275.00 feet thereof.

FURTHER LESS AND EXCEPT that portion thereof conveyed to the Town of Miami Lakes pursuant to that Right-of-Way Deed recorded in Official Records Book 28429, Page 801, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel II: The South 50 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying East of Interstate 75 (State Road Number 93) Ramp Limited Access Right-of-Way line as shown on Florida Department of Transportation Right-of-Way Map for Section 87075-2401, Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof conveyed to Miami-Dade County, Florida pursuant to that Quit-Claim Deed recorded in Official Records Book 28634, Page 307, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

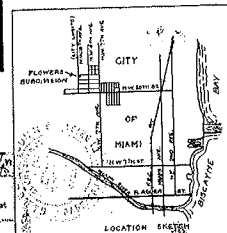
The external area formed by a 25-foot radius arc concave to the Northwest and tangent to the West line of the East 40 feet of said Section 16 and tangent to the North line of the South 50 feet of said Section 16, Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof described as follows:

A portion of land lying and being in the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, in Miami-Dade County, Florida; being more particularly described as follows:

Commencing at the Southeast corner of said Section 16; thence S 89° 34' 49" W along the South line of the Southeast 1/4 of said Section 16, for a distance of 67.90 feet to a point; thence N 00° 25' 11" E for 50.00 feet to the Point of Beginning; thence S 89° 34' 49" W along a line 50 feet North of and parallel with the South line of the Southeast 1/4 of said Section 16 a distance of 485.40 feet to a point ; thence N 00° 25' 11" W for 564.21 feet to a point; thence N 29° 56' 58" E for 375.94 feet to a point; thence N 87° 24' 00" E for 87.27 feet to a point; thence N 02° 36' 00" W for 20.00 feet to a point; thence N 87° 24' 00" E for 200.00 feet; thence S 02° 36' 00" E along a line 40 feet West of and parallel with the East line of the Southeast 1/4 of Section 16 a distance of 894.18 feet to a point of curvature of a circular curve concave to the Northwest and having for its elements a central angle of 92° 10' 49", a radius of 25.00 feet, an arc distance of 40.22 feet and a chord distance of 36.02 feet to the Point of Beginning.

ALL OF SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.



WITNESS my hand and official seal at Miami, County of Dade,  
and State of Florida, this 28th day of January, A.D. 1922.

(X.P.Seal)

Jessie M. Farnard.  
Notary Public, State of Florida, at large.  
My commission expires: June 14th, 1922.

Filed for record on the 20th day of Feb. A.D. 1922, at 8:50 A.M.  
Recorded in Deed Book No. 288, on page 70.  
Witness my hand and official seal.  
Sam Shepard, Clerk.

BY R. S. Pulest D.C.,

BOARD OF EDUCATION, STATE OF FLORIDA

DEED NO. 3,902.

KNOW ALL MEN BY THESE PRESENTS: That the Board of Education of the State of Florida, under the provisions of Sections 601 and 602 of the Revised General Statutes of the State of Florida, for and in consideration of the sum of One Dollar and Exchange of an Equal Area of Lands to them in hand paid by The Trustees of the Internal Improvement Fund of the State of Florida, State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey unto the said The Trustees of the Internal Improvement Fund of the State of Florida, and their successors and assigns forever, the following described lands, to-wit:

All of Section Sixteen (16) Township Fifty-one (51) South,  
Range Thirty-seven (37) East;

All of Section Sixteen (16) Township Fifty-two (52) South, *NO*  
Range Thirty-seven (37) East;

All of Section Sixteen (16) Township Fifty-one (51) South,  
Range Thirty-eight (38) East;

All of Section Sixteen (16) Township Fifty-two (52) South, Range  
Thirty-eight (38) East;

All of Section Sixteen (16) Township Fifty-one (51) South, Range  
Forty (40) East;

All of Section Sixteen (16) Township Fifty-two (52) South, Range  
Forty (40) East;

containing Three Thousand Eight Hundred Forty & 00/100 acres, more or less, and lying  
and being in the Counties of Broward & Dade, in said State of Florida;

TO HAVE AND TO HOLD the above granted and described premises unto  
the said The Trustees of the Internal Improvement Fund and their successors and assigns  
forever.

SAVING AND RESERVING unto the said Board of Education of the State  
of Florida, and their successors, the right at any time to enter upon the said lands and  
make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes  
and other works as may in the judgment of the said Board of Education of the State of  
Florida, or their successors, be necessary and needful for the drainage or reclamation  
of any of the lands granted to the State of Florida, by Act of Congress, approved March  
3rd, 1845, and to take from the said lands, hereby conveyed and to use such gravel, stone  
or earth as may, in the judgment of the said Board of Education of the State of Florida,  
or their successors, be necessary to use in the making and construction of said canals,  
cuts, sluice-ways, dikes and other works upon said lands for the purposes aforesaid.

AND FURTHER SAVING AND RESERVING unto the said Board of Education  
of the State of Florida, the right to the exclusive possession, occupation, use and enjoy-  
ment of a strip of land running across the above described premises, one hundred and  
thirty feet on each side of the center line of any canal, cut, sluice-way or dike that  
may be made and constructed on said land by the said Board of Education of the State of  
Florida, or their successors, for the purpose aforesaid and the exclusive right to take,  
use, sell, dispose of and enjoy any timber, earth, stone, rock, or gravel in or upon  
said strip of land.

AND FURTHER SAVING AND RESERVING unto the said Board of Education  
of the State of Florida, and their successors, an undivided three-fourths interest in  
and title in and to an undivided three-fourths interest in all the phosphate, minerals  
and metals that are or may be in, or under the said above described land, with the  
privilege and right to mine and develop the same.

AND FURTHER SAVING AND RESERVING unto the said Board of Education  
of the State of Florida, and their successors, an undivided one-half interest in and  
title in and to an undivided one-half interest in all the petroleum that is or may be  
in, on or under the said above described land, with the privilege to mine and develop  
the same.

IN TESTIMONY WHEREOF, The members of said Board have hereunto sub-

scribed their names and affixed their seals, and have caused the seal of "THE DEPARTMENT  
OF AGRICULTURE OF THE STATE OF FLORIDA" to be hereunto affixed at the Capitol, in the  
City of Tallahassee, on this the 15th day of October, A.D. Nineteen Hundred and Twenty-one.

(Dept. Agri. Seal)

Gary A. Hardee (L.S.)  
Governor.  
H. Clay Crawford (L.S.)  
Secretary of State.  
Rivers Buford (L.S.)  
Attorney General.  
J.C. Loring (L.S.)  
Treasurer.  
W. H. Shatts (L.S.)  
Superintendent of Public Instruction.

Attent: W. A. McKee  
Commissioner of Agriculture.

STATE OF FLORIDA }  
COUNTY OF BROWARD }

This instrument was filed for record 22 day of Dec. 1921,  
and recorded in book 15 of Deeds on page 12. RECORD VERIFIED.

(St. Ct. Seal)

FRANK A. BRYAN,  
Clerk of Circuit Court.

By \_\_\_\_\_  
Deputy Clerk.

RECORD VERIFIED.

Filed for record on the 20th day of Feb. A.D. 1922, at 10:31 A.M.  
Recorded in Deed Book No. 288, on page 72.  
Witness my hand and official seal.  
Ben Shepard, Clerk.

BY B. S. Puler J.C.,

W 6191 (2) 235

STATE BOARD OF EDUCATION OF FLORIDA  
QUITCLAIM DEED

NO. 1902-B

KNOW ALL MEN BY THESE PRESENTS: That the State Board of Education of Florida, for and in consideration of the sum of \$10.00, to them in hand paid, have remised, released and quit-claimed and by these presents do remise, release and quitclaim unto G. W. GABEL as to the East Half of Section 16; G. W. GABEL and MARIE GABEL, his wife, as to the West Half of Section 16; their heirs and assigns, all of the right, title, interest, claim and demand arising out of the following reservations, to-wit:

"SAVING AND RESERVING unto the said Board of Education of the State of Florida, and their successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes and other works as may in the judgment of the said Board of Education of the State of Florida, or their successors, be necessary and needful for the drainage or reclamation of any of the lands granted to the State of Florida, by Act of Congress, approved March 3rd, 1845, and to take from the said lands hereby conveyed and use such gravel, stone or earth as may, in the judgment of the said Board of Education of the State of Florida, or their successors, be necessary to use in the making and construction of said canals, cuts, sluice-ways, dikes and other works upon said lands for the purposes aforesaid."

"AND FURTHER SAVING AND RESERVING unto the said Board of Education of the State of Florida, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred and thirty feet on each side of the center line of any canal, cut, sluice-way or dike that may be made and constructed on said land by the said Board of Education of the State of Florida, or their successors, for the purpose aforesaid and the exclusive right to take, use, sell, dispose of and enjoy any timber, earth, stone, rock or gravel in or upon said strip of land."

Insofar as said reservations affect the following described lands:

All of Section 16, Township 5? South,  
Range 40 East, LESS HOWEVER, the East  
130', the West 130' and the North 80'  
of said Section 16. And Also subject  
to canal maintenance easement over the  
South 25' of the North 105' of said  
Section 16.

IN TESTIMONY WHEREOF, the members of said State Board of Education of Florida have hereunto subscribed their names and have caused the official seal of the Trustees of the Internal Improvement Fund of the State of Florida to be hereunto affixed, in the City of Tallahassee, Florida, on this the 4th day of November, A. D. 1968.

Governor

Secretary of State

Attorney-General

(SEAL)  
Trustees Internal  
Improvement Fund

1355

6191-256

NO. 3902-B

Page 2

*Edward Williams*  
Treasurer

*Ed. Williams*  
Superintendent of Public Instruction

The instrument prepared at the  
State Board of Education  
on this day of  
1968 at Tallahassee, Florida

As and Constituting the  
State Board of Education of Florida

FLORIDA  
STAMP TAX  
\$10.30

FLORIDA  
SURT  
0055

State of Florida, County of Dade.  
This instrument was filed for record the 3 day of Dec  
1968 at 2:27 P. M. and duly recorded in OFFICIAL RECORDS  
Book 141 on Page 55 # 68092625  
E. B. LEATHERMAN  
Clerk Circuit Court  
*E. B. Leatherman* D.C.



8453 229

73R221086

'73 SEP 24 AM 9:58

STATE BOARD OF EDUCATION  
QUITCLAIM DEED

No. 3902.C

KNOW ALL MEN BY THESE PRESENTS: That the State Board of Education, a body corporate created by the Constitution of the State of Florida, for and in consideration of the sum of \$15.00, to it in hand paid, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto Orleans Construction Company of Florida, Inc., a Florida corporation, its successors, and assigns, all of the right, title, interest, claim and demand arising out of the following reservations, to-wit:

"SAVING AND RESERVING unto the said Board of Education of the State of Florida, and their successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes and other works as may in the judgment of the said Board of Education of the State of Florida, or their successors, be necessary and needful for the drainage or reclamation of any of the lands granted to the State of Florida, by Act of Congress, approved March 3rd, 1845, and to take from the said lands hereby conveyed and to use such gravel, stone or earth as may, in the judgment of the said Board of Education of the State of Florida, or their successors, be necessary to use in the making and construction of said canals, cuts, sluice-ways, dikes and other works upon said lands for the purposes aforesaid."

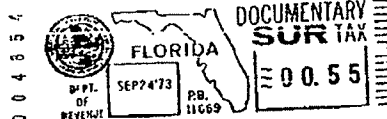
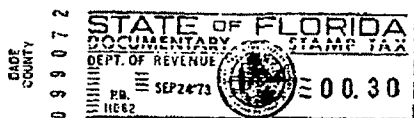
"AND FURTHER SAVING AND RESERVING unto the said Board of Education of the State of Florida, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred and thirty feet on each side of the center line of any canal, cut, sluice-way or dike that may be made and constructed on said land by the said Board of Education of the State of Florida, or their successors, for the purpose aforesaid and the exclusive right to take, use, sell, dispose of and enjoy any timber, earth, stone, rock or gravel in or upon said strip of land."

insofar as said reservations affect the following described lands lying and being in Dade County, Florida:

The West 130 feet and the East 130 feet of the South ½ of Section 16, Township 52 South, Range 40 East, lying and being in Dade County, Florida, EXCEPT, However, the West 130 feet of the S½ of Section 16.

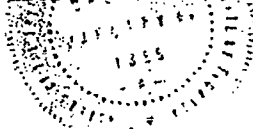
LEGAL DESCRIPTION APPROVED  
AND  
THIS INSTRUMENT WAS PREPARED BY  
JAMES T. WILLIAMS  
ELLIOT BUILDING  
TALLAHASSEE, FLORIDA 32304

RECORDED IN OFFICIAL RECORDS BOOK  
33 DADE COUNTY FLORIDA  
PAGE 11669  
RICHARD P. BRINKER,  
CLERK CIRCUIT COURT



IN TESTIMONY WHEREOF, the members of said State Board of Education have hereunto subscribed their names and have caused the official seal of the State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 30 day of July, 1973.

STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND



*Hubert H. Lefkowitz* Governor  
*Richard W. Stone* Secretary of State  
*Robert L. Levin* Attorney General  
*Frederick B. Dickinson* Comptroller  
*Thomas W. Malley* Treasurer  
*Gayle Conway* Commissioner of Agriculture  
*Lynd T. Christian* Commissioner of Education

As and Constituting the  
STATE BOARD OF EDUCATION OF  
THE STATE OF FLORIDA

Form 311 (10-69)

in Plat Book 1, page 102.

TOGETHER with all and singular the rights, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property above bargained and described, with the appurtenances unto the said party of the second part, his heirs and assigns, in fee simple, forever, as fully as the title thereto is vested in said first parties herein by their deed from the Florida Fruit Lands Company aforesaid.

IN WITNESS WHEREOF, the said parties of the first part, as such Trustees, have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in  
the presence of us as witnesses:

J. M. Fitzmaurice

M. C. Larson

Joseph H. Rodas (SEAL)

Claude E. Sawyer (SEAL)

Fred L. Hoag (SEAL)  
As Trustees.

CITY OF MISSOURI }  
CITY OF ST. LOUIS } SS:

I, the undersigned authority in and for said City, in the State aforesaid, do hereby certify that JOSEPH H. RODAS, CLAUDE E. SAWYER and FRED L. HOAG, as Trustees for the interest holders of the Florida Fruit Lands Company, and personally known to me to be such Trustees, whose names are subscribed to the foregoing deed, appeared before me this day in person, and each for himself acknowledged that he executed the said deed for the uses and purposes and considerations therein set forth, to the end that the same may be admitted to record according to law.

I further certify that my commission as Notary Public will expire July 18, 1915.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal,  
this 15th day of November, A.D. 1911.

(M. P. SEAL)

J. M. Fitzmaurice

Notary Public

Filed for record August 5, 1926, at 4:21 P.M.  
Recorded in Deed Book 660, Page 254.  
Witness my hand and official seal,  
Geo. F. Kelly, Clerk.

M. H. Davis D.O.

INTERNAL IMPROVEMENT FUND, STATE OF FLORIDA

MEMO No. 17, 012-A

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under the provisions of Section 1050, of

the Revised General Statutes of the State of Florida, for and in consideration of the sum of Forty-two thousand Seven Hundred and 00/100 Dollars, to them in hand paid by Pennsylvania Sugar Company, a corporation existing under the laws of the State of Pennsylvania & duly licensed to do business in Florida, of the County of Philadelphia, State of Pennsylvania, have granted, bargained and sold, and do by these presents, grant, bargain, sell, and convey unto the said Pennsylvania Sugar Company and its successors and assigns, forever, the following described lands, to-wit:

All of Section Sixteen (16), Eighteen (18) Twenty (20) thirty (30) and thirty two (32) in Township fifty-one (51) South, Range forty (40) East, in Broward County.

All of Section Six (6); the Northeast quarter, East half of Northeast quarter, Northwest quarter of Northwest quarter, West half of Southwest quarter of Northwest quarter and South half of Section eight (8); All of Section Twenty-two (22), the North half of Northeast quarter, West half of Southwest quarter of Northeast quarter, Southwest quarter of Northeast quarter, North half of Northwest quarter, Southwest quarter of Northwest quarter, East half of Southwest quarter of Northwest quarter, Northeast quarter of Southwest quarter, Southwest quarter of Southwest quarter of Section Twenty-six (26), and all of Section Sixteen (16) in Township fifty-two (52) South, Range forty (40) East; in Dade County; containing Six Thousand One Hundred and 00/100 acres, more or less, and lying and being in the Counties of Dade & Broward, in said State of Florida;

TO HAVE AND TO HOLD the above granted and described premises unto the said Pennsylvania Sugar Company and its successors and assigns, forever,

GIVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes and other works as may in the judgment of the said trustees, or their successors, be necessary and needful for the drainage or reclamation of any of the lands granted, to the State of Florida by Act of Congress approved September 28, 1860, and to own exclusively all rock, stone, gravel, earth or other material excavated from the works aforesaid, and to appropriate or dispose of the same, or any part thereof, as they see fit.

AND FURTHER GIVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred and thirty feet on each side of the center line of any canal, cut, sluice-way or dike that may be made and constructed on said land by the said trustees of the said Internal Improvement Fund of the State of Florida, or their successors, for the purpose aforesaid and the exclusive right to take, use, sell, dispose of and enjoy any timber, earth, stone, rock or gravel lying in or upon said strip of land.

AND FURTHER GIVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund, of Florida, and their successors, an undivided three-fourths interest in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be

in, on or under the said above described land, with the privilege and right to mine and develop the same.

AND FURTHER SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in, on or under the said above described land, with the privilege to mine and develop the same.

IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seals, and have caused the seal of "THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA" to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 15th day of July, A.D. Nineteen Hundred and Twenty-five.

(WIT. AGRI. SEAL)

John W. Martin	(L.S.)
Governor	
Ernest Ames	(L.S.)
Comptroller	
J. C. Lanning	(L.S.)
Treasurer	
Rivers Buford	(L.S.)
Attorney-General	
Wallace Mayo	(L.S.)
Commissioner of Agriculture	

Filed for record August 6, 1925, at 9:35 A.M.  
Recorded in Book 560, Page 285.  
Witness my hand and official seal,  
Geo. F. Smith, Clerk.

W. H. Garcia D.C.

WARRANTY DEED

NO. 14354

THIS INDENTURE, Made and Executed, this 19th day of March, A.D. 1925, by and between GEORGE E. MERRICK, joined by his wife, EUNICE MERRICK, of Dade County, Florida, known hereinafter as the party of the first part, and THOMAS L. HAINES and ESTELLA M. HAINES, of 511 Park Ave., Elwood City, Penna. known hereinafter as the parties of the second part:

WITNESSETH, that the said GEORGE E. MERRICK, joined by his wife, EUNICE MERRICK, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to them in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold to the said parties of the second part, their heirs and assigns, forever, the following described land, situate, lying and being in the County of Dade and State of Florida, to-wit:

DEC 6180 706

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND  
OF THE STATE OF FLORIDA

QUITCLAIM DEED

No. 17012A-N-3

KNOW ALL MEN BY THESE PRESENTS: That the Trustees of the Internal Improvement Fund of the State of Florida, for and in consideration of the sum of \$10.00 to them in hand paid, have granted, released and quitclaimed and by these presents do remise, release and quitclaim unto G. W. GABEL as to the East Half of Section 16; G. W. GABEL and MARIE GABEL, his wife, as to the West Half of Section 16; their heirs

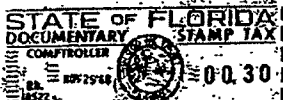
and assigns, all of the right, title, interest, claim and demand arising out of the following reservations, to-wit:

"SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, ditches, drains and other works as may in the judgment of the said Trustees, or their successors, be necessary and needful for the drainage or reclamation of any of the land granted to the State of Florida by Act of Congress approved September 28, 1850, and to own exclusively all rock, stone, gravel, earth or other material excavated from the works aforesaid, and to appropriate or dispose of the same or any part thereof, as they see fit."

"AND FURTHER SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred and thirty feet on each side of the center line of any canal, cut, dike-way or dike that may be made and constructed on said land by the said Trustees, of the said Internal Improvement Fund of the State of Florida, or their successors, for the purpose aforesaid and the exclusive right to take, use, sell, dispose of and enjoy any timber, earth, stone, rock or gravel lying in or upon said strip of land."

Insofar as said reservations affect the following described lands located being in \_\_\_\_\_ Dade  
County, Florida.

All of Section 16, Township 52 South,  
Range 40 East, LESS HOWEVER, the East  
130', the West 130' and the North 80'  
of said Section 16. And Also subject  
to canal maintenance easement over the  
South 25' of the North 105' of said  
Section 16.



IN TESTIMONY WHEREOF, the legally designated agent of the Trustees of the Internal Improvement Fund has hereunto subscribed his name and has caused the official seal of the Trustees to be hereunto affixed, in the City of Tallahassee, Florida,

on this the 4th day of November, A.D. 1968



TRUSTEES OF THE INTERNAL IMPROVEMENT  
FUND OF THE STATE OF FLORIDA

*E. B. Leatherman* Director  
Agent for the Trustees, authorized to execute this  
instrument for and on behalf of the Trustees pursuant  
to Florida Statutes 253.431 and by resolution of the  
Trustees as recorded in their minutes of May 7, 1968.

This instrument was prepared at the direction  
of the Trustees of the Internal Improvement  
Fund and approved as to form and legality  
by the Attorney General of the State of  
Florida, whose address is The Capitol,  
Tallahassee, Florida.  
Form 308 (5-68)

State of Florida, County of Dade.

This instrument was filed for record this 25 day of  
1968 at 4:15 P.M. and duly recorded in OFFICIAL RECORDS  
Book 6786 on Page 206 File # 68-174134

E. B. LEATHERMAN  
- Cash Fiscal Agent

OFF 6181 PAGE 384

DEED NO. 17012A-0-3

TITLE-CHAPTER 610

RIGHTS IN RESERVATIONS

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND  
OF THE STATE OF FLORIDA, GRANTOR

TO

CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL  
DISTRICT, A PUBLIC CORPORATION OF THE  
STATE OF FLORIDA, GRANTEE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Chapter 610, Laws of Florida, Acts of 1855, entitled "AN ACT To  
Provide For and Encourage a Liberal System of Internal Improvements in this State" refers  
to proper objects of internal improvement in relation to roads, canals, navigable streams  
add to the drainage and reclamation of the land; and

WHEREAS, Chapter 25270, Acts of 1949, created Central and Southern Florida Flood  
Control District for the purposes defined therein and as further defined in Chapter 25209,  
all in the interest of flood control, reclamation, conservation and allied purposes, and  
by said Chapter 25209 the State of Florida is authorized to cooperate with districts  
organized and operating under said chapter, and Chapter 25213 provides for that effectuated  
by this instrument; and

WHEREAS, title to the lands hereinafter described was in the State of Florida  
and administered by the Trustees of the Internal Improvement Fund of the State of Florida,  
and the said Trustees from time to time having conveyed the said lands to various and  
sundry persons, and in deeds conveying said lands said Trustees having reserved the right  
at any time to enter upon said lands and to make or cause to be made and constructed thereon  
such canals, cuts, sluiceways, dikes and other works as might in the judgment of the said  
Trustees, or in their successors, be necessary and needful for drainage and reclamation of  
the land, and to take from the said land so conveyed and to use such gravel, stone or earth  
as might in the judgment of the said Trustees, or their successors, be necessary to use in  
the making and construction of said canals, cuts, sluiceways, dikes and other works upon  
said land for the purposes aforesaid; and

WHEREAS, the Trustees further having reserved the right to the exclusive possession,  
occupation, use and enjoyment of a strip of land running across said land one hundred and  
thirty feet on each side of the centerline of any canal, cut, sluiceway or dike that may be  
made and constructed on said lands by the said Trustees, or their successors, for the  
purposes aforesaid, and the exclusive right to take, use, sell, dispose of and enjoy any  
timber, earth, stone, rock or gravel lying in or upon said strip of land;

6181 PAGE 385

NOW, THEREFORE, for making use of the reservations aforesaid, and to facilitate Central and Southern Florida Flood Control District in carrying out the purposes for which said District was created, the TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA in the public interest and for the public convenience and welfare, and for the public benefit, hereby convey, assign, set over and grant to said CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT the right to exercise and appropriate the reservations hereinabove described as set forth in the deed hereinafter referred to so as to vest in said District, its successors or assigns, in perpetuity the use rights over and the power and authority to enter upon and occupy the lands hereinafter described and further the right to convey to the United States of America, any County in the State of Florida, or other public agency, the rights herein granted to said District by said Trustees.

DESCRIPTION

Section	Township	Range	Trustees Deed Number	Right of Way Granted
16	52S	40E	17012-A	The East 130 feet of Section 16, Township 52 South, Range 40 East, Dade County, Florida.

OFF REC 6181 FILE 386

IN TESTIMONY WHEREOF, the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and have caused the official seal of said Trustees to be hereunto affixed, in the City of Tallahassee, Florida, on this the 13th. day of November, A.D. 1968.

*Claude R. Ruff*  
Governor

*John C. Gering*  
Secretary of State

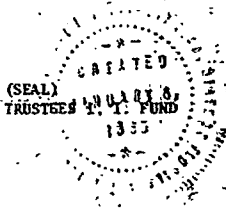
*Earl Faircloth*  
Attorney General

*Frederick J. ...*  
Controller

*Frederick J. ...*  
Treasurer

*Frederick J. ...*  
Superintendent of Public Instruction

*Frederick J. ...*  
Commissioner of Agriculture



As and Constituting the  
TRUSTEES OF THE INTERNAL IMPROVEMENT  
FUND OF THE STATE OF FLORIDA

State of Florida, County of Dade.  
This instrument was filed for record on the 25th day of  
1968 at 1:40 PM, and duly recorded in OFFICIAL RECORDS  
Book 6181 on Page 386. Vol. 6, 1968 192375

E. B. LEATHERMAN  
Chief Clerk Court  
*E. B. Leatherman*



DEED NO. 144

## RIGHTS IN RESERVATIONS (T.I.I.F. #17012A-0-3)

CENTRAL AND SOUTHERN FLORIDA FLOOD  
CONTROL DISTRICT, A PUBLIC CORPORATION  
OF THE STATE OF FLORIDA, GRANTOR

**TO**

DADE COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF FLORIDA, GRANTEE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Chapter 610, Laws of Florida, Acts of 1855, entitled "AN ACT To Provide For and Encourage a Liberal System of Internal Improvements In this State" refers to proper objects of internal improvement in relation to roads, canals, navigable streams, and to the drainage and reclamation of the land; and

WHEREAS, Chapter 25270, Laws of Florida, Acts of 1949, created Central and Southern Florida Flood Control District for the purposes defined therein and as further defined in Chapter 25209, Laws of Florida, Acts of 1949, all in the interest of flood control, reclamation, conservation and allied purposes, and by said Chapter 25209, the State of Florida is authorized to cooperate with districts organized and operating under said chapter, and Chapter 25213, Laws of Florida, Acts of 1949, provides a means for effectuating the purposes of Chapter 25209 and 25270; and

WHEREAS, pursuant to the provisions of Chapter 22935, Laws of Florida, Acts of 1945, the establishment of a water conservation district embracing all of Dade County, Florida, known as the Dade County Water Conservation District, was accomplished by Resolution No. 1988, adopted by the Board of County Commissioners of Dade County on August 29, 1945, and ratified, confirmed and reestablished in Chapter 7, Code of Metropolitan Dade County, Florida, and the said Dade County Water Conservation District by said Chapter 22935, Laws of Florida, Acts of 1945, is authorized to acquire lands for the installation of ditches, canals, dams and other facilities as may be necessary, and

WHEREAS, Dade County in cooperation with the Central and Southern Florida Flood Control District has developed a plan of secondary channels to implement the benefits to be derived from the primary facilities of the Central and Southern Florida Flood Control District; and

WHEREAS, Central and Southern Florida Flood Control District holds certain rights of way which have now been requested by Dade County for use for secondary channels, said rights of way vesting in the Central and Southern Florida Flood Control District by virtue of conveyances from the Trustees of the Internal Improvement Fund of the State of Florida of the following "Rights in Reservations":

Reserving the right at any time to enter upon said lands and to make or cause to be made and constructed thereon such canals, cuts, sluiceways, dikes and other works as might in the judgment of the said Trustees, or in their successors, be necessary and needful for drainage and reclamation of the land, and to take from the said land to be conveyed and to use such gravel, stone or earth as might in the judgment of the said Trustees, or their successors, be necessary to use in the making and construction of said canals, cuts, sluiceways, dikes and other works upon said land for the purposes aforesaid; and

Reserving the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across said land one hundred and thirty feet on each side of the centerline of any canal, cut, sluiceway or dike that may be made and constructed on said lands by the said Trustees, or their successors, for the purposes aforesaid, and the exclusive right to take, use, sell, dispose of and enjoy any timber, earth, stone, rock or gravel lying in or upon said strip of land.

NOW, THEREFORE, for making use of the Rights in Reservations as aforesaid, and to facilitate Dade County in carrying out the purposes for which said County was established as a Water Conservation District, the CENTRAL and SOUTHERN FLORIDA FLOOD CONTROL DISTRICT in the public interest and for the public convenience and welfare, does hereby convey, assign, set over and grant to Dade County, for canal and levee purposes as provided by the reservations aforesaid, the following described rights of ways lying and being in Dade County, State of Florida:

Prepared by Central and Southern Florida Flood Control District  
508 South Street, West Palm Beach, Florida 33401

OFF 6296 PAGE 674

The East 130 feet of Section 16, Township 52 South, Range 40 East, Dade County, Florida.

State, Arizona  
FCD Legal Department  
By *[Signature]* Date *12/24/68*

*[Signature]*

and duly recorded by OFFICIAL RECORDS  
BOOK 6296 on PAGE 673.  
E. S. LEATHERMAN, Clerk, Florida Court

FEB 24 1969

STATE OF FLORIDA  
COUNTY OF DADE  
This instrument was filed for record

OFFICIAL  
RECORDS

BOOK 6296 PAGE 673

651 34860

IN WITNESS WHEREOF, the CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT  
has caused these presents to be executed in its name and its official seal affixed  
hereto by its Governing Board, acting by the Chairman of said Board and  
attested by its Secretary, at West Palm Beach, Palm Beach County, State of Florida,  
this the 24th day of December, A.D., 1968.

CENTRAL AND SOUTHERN FLORIDA FLOOD  
CONTROL DISTRICT, BY ITS GOVERNING  
BOARD

BY: *[Signature]*  
Chairman

ATTEST:

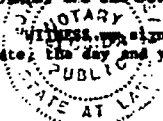
*[Signature]*  
Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this the 24 day of December, A.D., 1968,  
before me, the undersigned authority, personally appeared ROBERT W. PADWICK and  
G. E. DAIL, JR., Chairman and Secretary, respectively, of the Governing Board  
of CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, a public corporation created  
by the Acts of the Florida Legislature of 1949, to me known to be the persons who  
signed the foregoing instrument as such officers, and acknowledged the execution  
thereof to be their free act and deed as such officers for the purposes and uses  
therein mentioned, and that they affixed thereto the official seal of the Governing  
Board of Central and Southern Florida Flood Control District, and that the said  
instrument is the act and deed of said CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL  
DISTRICT and the Governing Board thereof.

Witness my signature and official seal at West Palm Beach, said County and  
State, this day and year last aforesaid.



*[Signature]*  
Notary Public

My Commission Expires:

at Large  
1972

PSM 103

Created By: Kelly DeValle Printed: 3/10/2014 12:31:26 PM EST

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## DADE COUNTY DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS that DADE COUNTY, a political subdivision of the State of Florida, does hereby give notice that it disclaims certain rights, title and interests which said DADE COUNTY has in the following described lands lying and being in Dade County, Florida, to wit:

The East 130 feet of Section 16,  
Township 52 South, Range 40 East,  
Dade County, Florida,

WHEREAS, Central and Southern Florida Flood Control District by Rights in Reservations Deed No. 144 dated 12 December 1968, recorded in Official Record Book 6296 at Page 673, of the Public Records of Dade County, Florida, conveyed, assigned, set over and granted to Dade County for canal and levee purposes only the above described lands; and

WHEREAS, the said above described rights in reservations are not now needed by Dade County for canal purposes;

NOW, THEREFORE, DADE COUNTY does disclaim any interest it has in the aforementioned lands by virtue of said Rights in Reservations Deed No. 144 recorded in Official Record Book 6296 at Page 673 of the Public Records of Dade County, Florida.

BY THE ISSUANCE of this instrument DADE COUNTY does not purport to lessen or diminish any existing rights of way for canal purposes, public thoroughfares or utilities, nor the rights of any other person, agency, or governmental body, in and to the aforementioned lands.

IN WITNESS WHEREOF DADE COUNTY, FLORIDA, has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor and the Clerk or Deputy Clerk of said Board on this the 22<sup>nd</sup> day of JUNE, A. D. 1973.

ATTEST:

RICHARD F. BRINER, CLERK

BY: [Signature]

Deputy Clerk

DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERSBY: [Signature]

Mayor

Vice

This instrument was prepared by:

DADE COUNTY CLERK  
1351 N.W. 12th Street, Miami, FL 33136

STATE OF FLORIDA }  
COUNTY OF DADE }

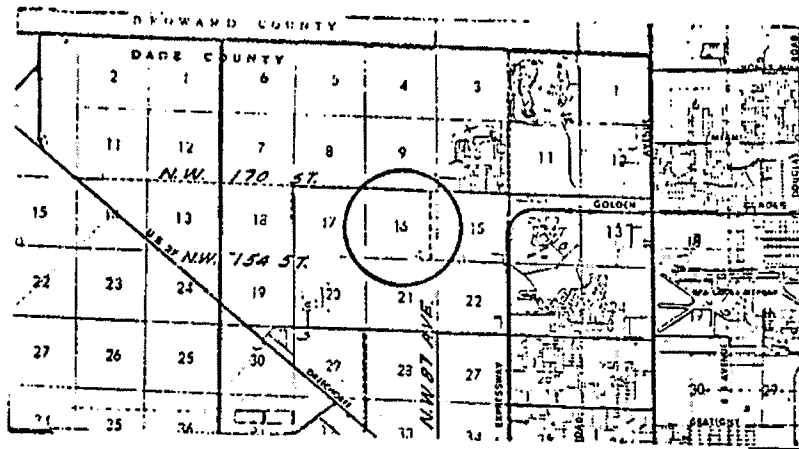
Before me personally appeared Harry P. Cain and Edward S. Shelton, to me well known and known to be the Vice Mayor and Deputy Clerk of Dade County, Florida, who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22nd day of June, 1973.

Bernice H. Halbur  
Notary Public  
State of Florida at Large



My commission expires NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR. 12, 1974  
BONDED THRU FRED W. DIESTELHORST



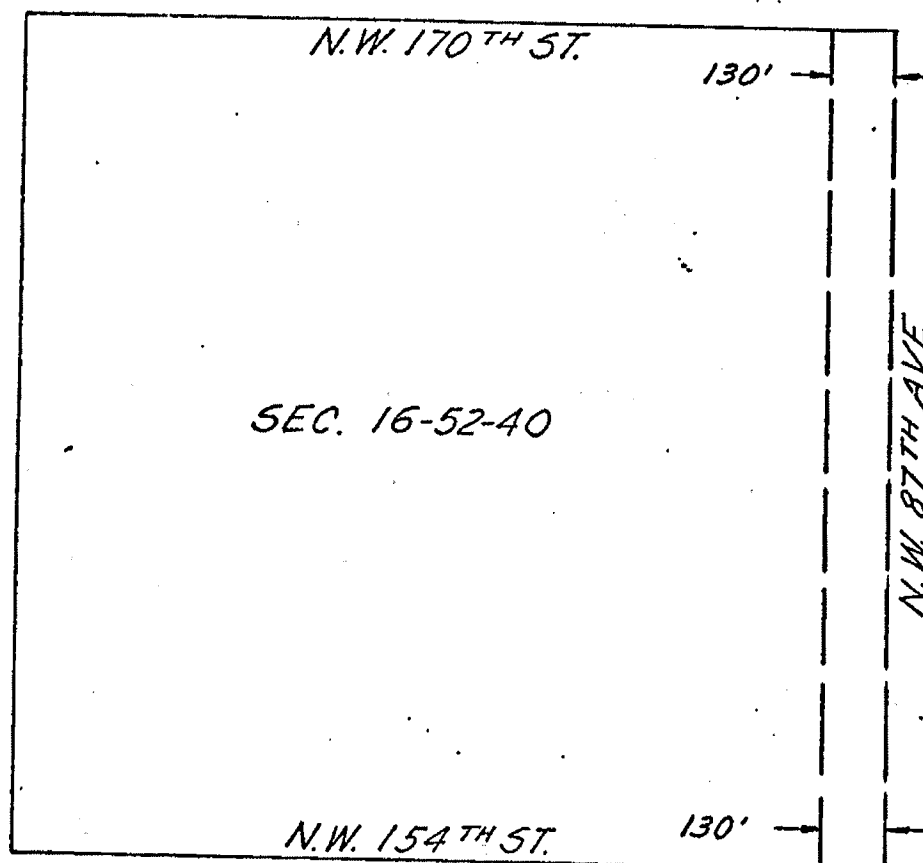
WC. 332

Sec. 16

Twp. 52

Rgo. 40

Location Sketch



Detail Sketch

Legend:

RECORDED IN DEED RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
BOOK 10, PAGE 100  
RICHARD P. BUNNELL  
CLERK CIRCUIT COURT

Canal Reservation Released

OFF. REC. NO.

20812PG4767

02R720305 2002 NOV 19 10:22

This instrument prepared by:  
Stanley B. Price, Esquire  
Bilzin Sumberg Darui Bacena Price & Axelrod LLP  
2500 First Union Financial Center  
200 South Biscayne Boulevard  
Miami, Florida 33131-2336

(Space Above For Recorder's Use Only)

#### DECLARATION OF RESTRICTIONS

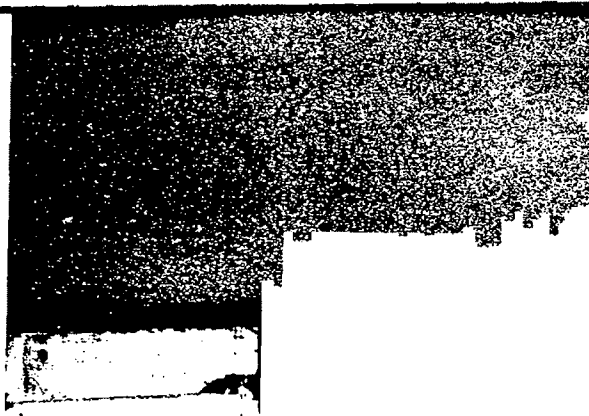
*WHEREAS*, the undersigned Owners hold the fee simple title to the land in the Town of Miami Lakes, Miami-Dade County, Florida, described in Exhibit "A" attached hereto and hereinafter called the "Property."

*WHEREAS*, Owners have filed a zoning application with the Town of Miami Lakes (sometimes referred to as the "Town") through the Miami-Dade County Department of Planning and Zoning referred to as Public Hearing Application No. 02-01 ("Application");

*IN ORDER TO ASSURE* the Town that the representations made to them by the Owners during consideration of Public Hearing No. 02-01 will be abided by the Owners, their successors or assigns freely, voluntarily and without duress, the Owners make the following Declaration of Restrictions covering and running with the Property:

- (1) That the Property shall be developed in substantial compliance with the plans entitled "Dunnwoody Lake" as prepared by Robayna and Associates, Inc., consisting of 8 sheets labeled S-1, S-4 and S-5 dated last revised October 2, 2002, sheets S-3, L-1 and L-3 dated last revised September 18, 2002, sheet S-2 dated last revised July 17, 2002, and sheet L-2 dated August 8, 2002.
- (2) That the residential development of the Property shall be limited to no more than 509 units. No zoning application to increase the density in excess of 509 residential units may be filed with the Town without the express written consent of the Royal Palm Homeowners Association or its successor thereto.
- (3) That notwithstanding the requested RU-3M zoning classification for the residential portion of the Property, the residential portion of the Property along the northern,

\\73298\\10279\\8591190 v3  
10/11/02



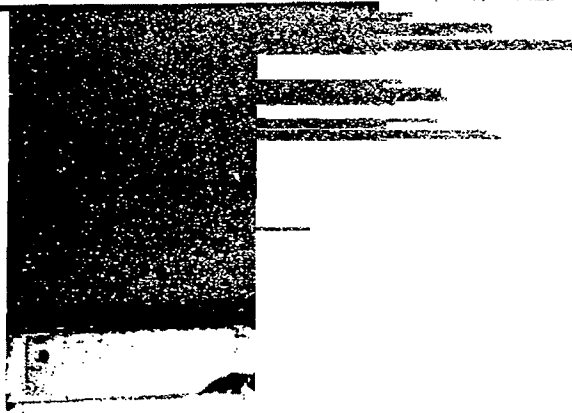
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eastern and southern perimeters of the Property shall be limited to single-family detached homes as shown on the site plan described in paragraph one (1) herein.

- (4) The development of the residential portion of the site shall be phased such that there will be balanced and concurrent development of the represented housing types. Prior to the issuance of the first residential building permit, the Owners, their successors or assigns, shall submit to the Town for approval, a residential phasing plan in accordance with this paragraph.
- (5) The Owners, their successors or assigns, shall construct or cause to be constructed an automatically operated underground irrigation system to service all landscaped areas as shown on the site plan described in paragraph one (1). Prior to the issuance of the first residential building permit, the Owners, their successors or assigns, shall submit to the Town for approval, a residential landscaping and irrigation plan in accordance with this paragraph. Automatically operated irrigation will be provided in all parts of the development, including rights-of-way, parks, common areas and roads constructed by the Owners, their successors or assigns.
- (6) Prior to the submission of an application for the first building permit, Owners, their successors or assigns, will submit to the Town for approval a homeowners association document which will provide for high quality architectural controls, an architectural review committee and assurances that the maintenance of all properties within the subdivision will be maintained solely by the association and at no cost or liability to the Town. The homeowners association shall be fully responsible for the maintenance of the lake and landscaping within the subdivision.
- (7) At no cost to the Town, Owners, their successors or assigns, shall construct or cause to be constructed a wall along the residential portion of the east property line adjacent to N.W. 87th Avenue and the residential portion of the south property line adjacent to N.W. 154<sup>th</sup> Street, subject to approval of the Town. This wall shall also separate the commercial and residential properties. Maintenance and repair of the wall shall be the sole responsibility and obligation of the homeowners association as described in paragraph six (6) herein.
- (8) Recreational use of the lake as shown on the site plan described in paragraph one (1) herein shall exclude the operation of motorized vessels including, but not limited to, motorized boats and jet skis.
- (9) In order to help meet the future educational needs generated by this Application, the Owners, their successors or assigns, shall voluntarily contribute funds to the Town equal to Three Hundred Thousand Dollars (\$300,000) (the "Contribution"). However, this Contribution is intended to be used for educational purposes specifically serving the children of the Town. The total Contribution shall be made

*Amended*

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10/13/02



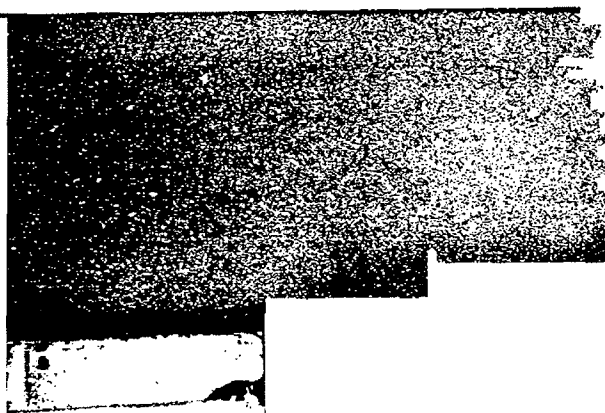


Declaration of Restrictions  
Page 3

in one (1) payment in the amount of \$300,000 prior to issuance of the first residential building permit for any portion of the Property or after the effective date of an executed interlocal agreement between the Town and the Miami-Dade County School Board, whichever is later. Once the interlocal agreement is in effect, the Contribution shall be transferred to the School Board pursuant to the interlocal agreement. The Owners, their successors or assigns, acknowledge and agree that the Contribution to the Town shall not entitle the Owners or their successors or assigns to a credit against the amount of the educational facilities impact fee that will be assessed against the future development of the Property under Chapter 33K of the Miami-Dade County Code. The Owners, their successors or assigns, intend to construct a total of 509 units and the amount of the contribution is based on this amount. To the extent that less than 509 units are approved by the Town Council of the Town, the amount of the Contribution shall be reduced on a pro rata basis.

- (10) Development of the commercial portion of the Property shall not commence until such time as the Owners, their successors or assigns, have presented the Town with a final site plan detailing the proposed commercial development(s) and the same has been approved by the Town after public hearing.
- (11) Despite the commercial zoning on a portion of the Property as depicted on the site plan referenced in paragraph one (1), the commercial uses shall be limited to:
  - (a) Grocery stores;
  - (b) Drugstores, including drive-thru facilities;
  - (c) Restaurants and drive-thru restaurants;
  - (d) Office buildings and related uses;
  - (e) Banking and financial institutions, including drive-thru facilities; and
  - (f) Other neighborhood retail and service uses.
- (12) The commercial portion of the Property shall not be developed with gasoline service stations, free-standing convenience stores, pawn shops, liquor stores, adult entertainment uses, or other uses specifically prohibited by the Town's Code of Ordinances.
- (13) That prior to the issuance of the first building permit, Owners, their successors or assigns, shall, at no cost to the Town, dedicate (a) to Miami-Dade County its portion of the required right-of-way for N.W. 87<sup>th</sup> Avenue in Section 16, Township 52 South, Range 40 East, and (b) to the Town its portion of the required right-of-way for N.W. 154<sup>th</sup> Street in Section 16, Township 52 South, Range 40 East.

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10/13/02



Declaration of Restrictions  
Page 4

- (14) Prior to issuance of the first residential building permit, Owners, their successors or assigns, shall construct or cause to be constructed N.W. 154<sup>th</sup> Street at no cost to the Town. Said construction shall be in accordance with the applicable standards of the Town and Miami-Dade County. Construction of N.W. 154<sup>th</sup> Street shall consist of constructing a four-lane roadway adjacent to N.W. 87<sup>th</sup> Avenue, from approximately N.W. 84<sup>th</sup> Avenue (from the west end of the current four lane section) to approximately 60 feet west of N.W. 89<sup>th</sup> Avenue, as illustrated on the plans described in paragraph one (1). The proposed construction of N.W. 154<sup>th</sup> Street shall connect to the ending paved roadway located west of N.W. 84<sup>th</sup> Avenue.

- (15) At no cost to the Town, Owners, their successors or assigns, shall construct or cause to be constructed lighted, landscaped, and irrigated roadway medians and swales along those portions of the roads adjacent to the Property which are constructed by them, including as applicable, N.W. 154<sup>th</sup> Street or the portion of N.W. 87<sup>th</sup> Avenue located in Section 16, Township 52 South, Range 40 East. Said lighting fixtures and landscaping design shall be comparable or higher than the aesthetic quality of roadway medians and swales existing in the immediate surrounding area, as acceptable to the Town.

- Amended* (16) Owners, their successors or assigns, agree that prior to the submission of an application for the first building permit, it will submit to the Town for approval a detailed plan illustrating all tot lots and parks as shown on the plans detailed in paragraph one (1). The Property shall contain at least 3.85± acres of parks or Owners, their successors or assigns shall provide to the Town the fair market value cash contribution on a pro rata basis for any deficiency for park land as amended by the Town's Comprehensive Plan. The Owners, their successors or assigns agree that such park acreage or cash contribution in lieu of park acreage shall not entitle the Owners, their successors or assigns to a credit against the amount of park impact fees that will be assessed against the future development of the Property under the park impact fee ordinance.

*Amended* (17) Sale of Property to Fire Department.

- (a) In order to further address the impact of the development of the Property on the Miami-Dade County Fire Rescue Department (the "Fire Department"), and to help meet the future Fire Department needs generated by this application and other development in the Town, the Owners, their successors or assigns, hereby agree to offer to the Fire Department for the construction of a fire rescue station that certain site consisting of approximately 200' x 200' located due west of the commercial property as depicted on the plans

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Declaration of Restrictions  
Page 5

referenced in paragraph one (1) and fronting on N.W. 154<sup>th</sup> Street. A copy of the proposed area is attached as Exhibit "B" to this Agreement ("Fire Department Site").

- (b) The Fire Department shall have, until April 9, 2003, an irrevocable option to purchase the Fire Department Site. The Fire Department must exercise this option in writing, to the Owners, their successors or assigns, within this period, or the option automatically expires at which time the Owners, their successors or assigns, are under no obligation whatsoever to sell the Fire Department Site to the Fire Department and the Fire Department Site will be developed with residential units substantially in accordance with the site plans referenced in paragraph one (1). However, if the Fire Department exercises its option, the Fire Department shall have until October 9, 2003 to close on the Fire Station Site.

If the Fire Department exercises its option referenced in this paragraph 17, the Owners must provide a legal description of the Fire Department Site. The Fire Department shall, at its own expense, secure an appraisal for the Property to determine the fair market value of the Property. In the event the Owners, their successors or assigns dispute the appraisal amount, Owner shall be entitled to obtain an additional appraisal at its own expense. If the two appraisals differ by less than 5 %, the Fire Department appraisal shall govern. In the event the appraisals differ by greater than 5%, the Fire Department and Owners shall agree on a third appraisal. The Fire Department and Owners, their successors or assigns shall be bound by either the original Fire Department appraisal or the third appraisal, whichever is greater.

- (c) Should the Fire Department elect to purchase the Fire Department Site, it shall be responsible for their costs associated with rezoning the Fire Department Site with the Town of Miami Lakes, and for all costs associated with replatting the Fire Department Site to create a separate platted parcel. The Owners, their successors or assigns agree to fully cooperate and execute all documents necessary to effectuate the change in the approved site plan.
- (d) In the event the Fire Department elects to exercise its option, final transfer of the Property shall occur by a warranty deed free of all encumbrances and liens.
- (e) The Owners, its successors or assigns agree that the sale of the Fire Department Site to the Fire Department shall not entitle the Owners, their successors or assigns to a credit against the amount of fire impact fees that

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10/13/02



Declaration of Restrictions  
Page 6

will be assessed against the future development of the Property under Chapter 33J of the Code of Miami-Dade County.

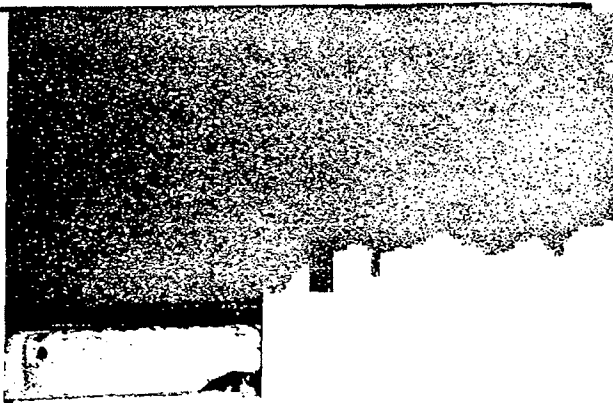
- (f) Owners, their successors or assigns shall provide all utilities including water lines, sewer lines, electric service, and telephone service at the perimeter of the Fire Department Site in a sufficient operational state to meet all applicable building and zoning codes and support full development of a fire station. The Owners, their successors or assigns shall provide, at their expense, paved road access along N.W. 154<sup>th</sup> Street to the fire station site.
- (g) Nothing contained in this paragraph 17 of this Agreement shall be interpreted to preclude Owners, their successors or assigns from proceeding with the development of the remainder of the Property during the above-described option period, except for the Fire Department Site.
- (18) **Town Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the Town of Miami Lakes, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.
- (19) **Covenant Running with the Land.** This Declaration on the part of the Owners shall constitute a covenant running with the land and shall be recorded, at Owners' expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owners, and their heirs, successors or assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.
- (20) **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the Town of Miami Lakes.

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Declaration of Restrictions  
Page 7(21) Modification, Amendment, Release.

- (a) This Declaration may be modified, amended or released as to the residential portion of the Property herein described, or any portion thereof, by a written instrument, including joinders of all mortgagees, if any, executed by the then owner(s) of all of the residential portion of the Property provided that the same is also approved by the Town Council after public hearing.
- (b) This Declaration may be modified, amended or released as to the commercial portion of the Property herein described, or any portion thereof, by a written instrument, including joinders of all mortgagees, if any, executed by the then owner(s) of all of the commercial portion of the Property provided that the same is also approved by the Town Council after public hearing.
- (c) Should this Declaration be so modified, amended or released, the Town Manager or the executive officer of the successor of such Town Manager, or in the absence of such Manager or executive officer, by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

(22) Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his or her attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.(23) Authorization for Town of Miami Lakes to Withhold Permits and Inspections. In the event payments or improvements or donations are not made in accordance with the terms of this Declaration, in addition to any other remedies available, the Town is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.(24) Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.\73298\10279\#591190 v3  
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**Declaration of Restrictions**  
Page 8

- (25) **Severability.** Invalidation of any one of these covenants, by judgment of Court, in no way shall affect any of the other provisions which shall remain in full force and effect.
- (26) **Recording.** This Declaration shall become final and shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the adoption by the Town Council of a final ordinance approving the application and expiration of all appellate time frames.

[SIGNATURE PAGES FOLLOW]

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Declaration of Restrictions  
Page 9

Signed, witnessed, executed and acknowledged this \_\_\_\_ day of \_\_\_\_\_  
2002.

Witnesses:

Print Name: Shanna Moreno

Print Name: Melcy Canova

Print Name: Shanna Moreno

Print Name: Melcy Canova

Lowell S. Dunn  
Lowell S. Dunn

Betty L. Dunn  
Betty L. Dunn

STATE OF FLORIDA } ss:  
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this 4 day of  
OCTOBER, 2002 by LOWELL S. DUNN who is personally known to me or  
produced a valid driver's license as identification.

Notary Public  
Sign Name: Kathy M. Rangel  
Print Name: KATHY M. RANGEL  
My Commission Expires: 7-8-03  
Serial No. (None, if blank): 0050844  
[NOTARIAL SEAL]

OFFICIAL NOTARY SEAL  
KATHY M. RANGEL  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. 0050844  
MY COMMISSION EXP. JULY 8, 2003

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10/1/2002

OFF. REC'D.

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Declaration of Restrictions  
Page 10

STATE OF FLORIDA }  
COUNTY OF MIAMI-DADE } ss:

The foregoing instrument was acknowledged before me this 4 day of OCTOBER, 2002 by BETTY L. DUNN who is personally known to me or produced a valid driver's license as identification.

Notary Public

Sign Name: Kathy M. Rangel

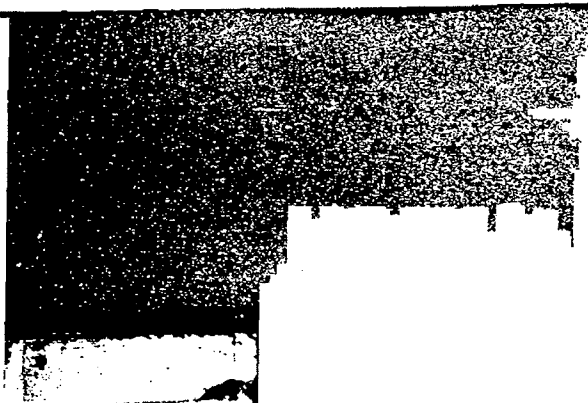
Print Name: KATHY M. RANGEL

My Commission Expires: 7-8-2003

Serial No. (None, if blank): CCP52844  
[NOTARIAL SEAL]

OFFICIAL NOTARY SEAL  
KATHY M. RANGEL  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC052844  
MY COMMISSION EXP. JULY 8, 2003

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10/1/2002





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EXHIBIT "A"

**LEGAL DESCRIPTION**

Description of a portion of land being and lying in Section 16 Township 52 South, Range 40 East in Dade County, Florida, more particularly described as follows:

The southeast one quarter of Section 16, Township 52 South, Range 40 East;

Less

Commence at the southeast corner of the above mentioned Section 16, thence S89°34'49"W along the south line of Section 16 for a distance of 1441.84 feet to the point of beginning; thence N00°25'11"W for 140.00 feet; thence S89°34'49"W for 1203.11 feet to a point on the west line of the southeast quarter of Section 16; thence along said line S02°37'29"E a distance of 140.10 feet; thence N89°34'49"E for 1197.72 feet to the point of beginning.

Containing 156.20 acres more or less.



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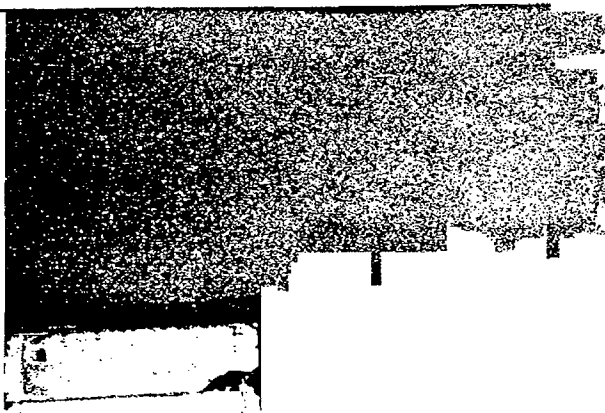
EXHIBIT "B"

LEGAL DESCRIPTION OF THE PROPOSED FIRE STATION SITE

A PORTION OF LAND LYING AND BEING AT THE SE ¼ OF SECTION 16,  
TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA;  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF SAID SECTION 16; THENCE S89°34'49"W,  
ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 FOR A  
DISTANCE OF 553.30 FEET TO A POINT; THENCE N00°25'11"W FOR 50.00 FEET  
TO THE POINT OF BEGINNING; THENCE CONTINUE N00°25'11"W FOR 205.00  
FEET; THENCE S89°34'49"W FOR 183.65 FEET; THENCE S 29°27'42"W FOR 32.70  
FEET; THENCE S00°25'11"E FOR 176.55 FEET TO A POINT ON A LINE 40 FEET  
NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SE ¼ OF  
SECTION 16; THENCE N89°34'49"E ALONG THE PREVIOUSLY DESCRIBED  
LINE FOR 200.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.94  
ACRES MORE OR LESS.

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
HARVEY RIVLIN  
CLERK CIRCUIT COURT





CFN 2003R0395978  
OR Bk 21338 Pgs 0639 - 644f (6pgs)  
RECORDED 06/17/2003 15:39:18  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by  
Brian S. Adler, Esquire  
Bilzin Sumberg Baena Price & Axelrod LLP  
200 South Biscayne Boulevard, Suite 2500  
Miami, Florida 33131-2336

(Space Above For Recorder's Use Only)

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS**  
**IN FAVOR OF THE TOWN OF MIAMI LAKES**

KNOW ALL BY THESE PRESENTS that the undersigned are the owners ("Owners") of the following described property (the "Property"), lying, being and situated in the Town of Miami Lakes, Miami-Dade County, Florida, to-wit:

**See Exhibit "A"**

WHEREAS, the Property is covered by that certain Declaration of Restrictions in favor of the Town of Miami Lakes (the "Town"), recorded on the Property on November 9, 2002 in Official Records Book 20812 at Page 4767, ("Declaration"); and

WHEREAS, paragraph 17 of the Declaration provided an option to the Miami-Dade County Fire Rescue Department for the purchase of an approximate 200' x 200' parcel described on Exhibit "B"; and

WHEREAS, the option was set to expire on April 9, 2003; and

WHEREAS, the Owner and the Town desire to modify the Declaration to extend the option until June 15, 2003.

NOW, THEREFORE, in consideration of the foregoing premises and in compliance with the aforementioned Declaration, the Declaration is hereby modified as follows:

- (1) Paragraph 17(b) of the Declaration shall be amended as follows:

FROM: "17. Sale of Property to Fire Department.

\* \* \*

- b. The Fire Department shall have, until April 9, 2003, an irrevocable option to purchase the Fire Department Site. The Fire Department must exercise this option in writing, to the Owners, their successors or assigns, within this period, or the option automatically expires at which

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7.1  
28.1.2

time the Owners, their successors or assigns, are under no obligation whatsoever to sell the Fire Department Site to the Fire Department and the Fire Department Site will be developed with residential units substantially in accordance with the site plans referenced in paragraph one (1). However, if the Fire Department exercises its option, the Fire Department shall have until October 9, 2003 to close on the Fire Station Site.

If the Fire Department exercises its option referenced in this paragraph 17, the Owners must provide a legal description of the Fire Department Site. The Fire Department shall, at its own expense, secure an appraisal for the Property to determine the fair market value of the Property. In the event the Owners, their successors or assigns dispute the appraisal amount, Owner shall be entitled to obtain an additional appraisal at its own expense. If the two appraisals differ by less than 5%, the Fire Department appraisal shall govern. In the event the appraisals differ by greater than 5%, the Fire Department and Owners shall agree on a third appraisal. The Fire Department and Owners, their successors or assigns shall be bound by either the original Fire Department appraisal or the third appraisal, whichever is greater."

To: "17. **Sale of Property to Fire Department.**

\* \* \*

- b. The Fire Department shall have, until June 15, 2003, an irrevocable option to purchase the Fire Department Site. The Fire Department must exercise this option in writing, to the Owners, their successors or assigns, within this period, or the option automatically expires at which time the Owners, their successors or assigns, are under no obligation whatsoever to sell the Fire Department Site to the Fire Department and the Fire Department Site will be developed with residential units substantially in accordance with the site plans referenced in paragraph one (1). However, if the Fire Department exercises its option, the Fire Department shall have until October 9, 2003 to close on the Fire Station Site.

If the Fire Department exercises its option referenced in this paragraph 17, the Owners must provide a legal description of the Fire Department Site. The Fire Department shall, at its own expense, secure an appraisal for the Property to determine the fair market value of the Property. In the event the Owners, their successors or assigns dispute the appraisal amount, Owner shall be entitled to obtain an additional appraisal at its own expense. If the two appraisals differ by less than 5%, the Fire Department appraisal shall govern. In the event the appraisals differ by greater than 5%, the Fire Department

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4/16/2003

-2-

and Owners shall agree on a third appraisal. The Fire Department and Owners, their successors or assigns shall be bound by either the original Fire Department appraisal or the third appraisal, whichever is greater."

- (3) All other provisions of the Declaration not hereby amended shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 18 day of APRIL, 2003.

Signed, witnessed, executed and acknowledged this 18 day of APRIL, 2003.

Witnesses:

Print Name: M. Canura  
M CANURA

Lowell S. Dunn

Print Name: Dell Kasey  
DELL KASEY

Betty L. Dunn

Print Name: M. Canura  
M CANURA

Print Name: Dell Kasey  
DELL KASEY

STATE OF FLORIDA }  
COUNTY OF MIAMI-DADE } ss:

The foregoing instrument was acknowledged before me this 18 day of APRIL, 2003 by LOWELL S. DUNN who is personally known to me or produced a valid driver's license as identification.

Notary Public  
Sign Name: Kathy M Rangel  
Print Name: KATHY M RANGEL  
My Commission Expires: 7-8-03  
Serial No. (None, if blank): CC852844  
[NOTARIAL SEAL]

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4/16/2003

-3-

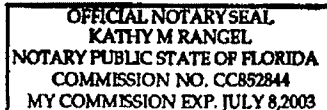
OFFICIAL NOTARY SEAL  
KATHY M RANGEL  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC852844  
MY COMMISSION EXP. JULY 8, 2003

STATE OF FLORIDA }  
COUNTY OF MIAMI-DADE } ss:

The foregoing instrument was acknowledged before me this 18 day of April, 2003 by BETTY L. DUNN who is personally known to me or produced a valid driver's license as identification.

Notary Public  
Sign Name: Kathy M Rangel  
Print Name: \_\_\_\_\_

My Commission Expires: 7-8-03



Serial No. (None, if blank): CC852844  
[NOTARIAL SEAL]

This Amendment to modify the Declaration of Restrictions recorded in Official Records Book 20812 at Page 4767 was approved by the Town of Miami Lakes Town Council on the 7 day of May, 2003. This modification is approved as to form and legal sufficiency this 7 day of May, 2003.

Witnesses:  
Nancy Stroud  
Print Name: Nancy Stroud  
Beatriz M. Arzuilles  
Print Name: Beatriz M. Arzuilles

TOWN OF MIAMI LAKES

By: [Signature]  
Title: Town Manager

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

Description of a portion of land being and lying in Section 16 Township 52 South, Range 40 East in Dade County, Florida, more particularly described as follows:

The southeast one quarter of Section 16, Township 52 South, Range 40 East;

Less

Commence at the southeast corner of the above mentioned Section 16, thence S89°34'49"W along the south line of Section 16 for a distance of 1441.84 feet to the point of beginning; thence N00°25'11"W for 140.00 feet; thence S89°34'49"W for 1203.11 feet to a point on the west line of the southeast quarter of Section 16; thence along said line S02°37'29"E a distance of 140.10 feet; thence N89°34'49"E for 1197.72 feet to the point of beginning.

Containing 156.20 acres more or less.

EXHIBIT "B"

LEGAL DESCRIPTION OF THE PROPOSED FIRE STATION SITE

A PORTION OF LAND LYING AND BEING AT THE SE ¼ OF SECTION 16,  
TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA;  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF SAID SECTION 16; THENCE S89°34'49"W,  
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DISTANCE OF 553.30 FEET TO A POINT; THENCE N00°25'11"W FOR 50.00 FEET  
TO THE POINT OF BEGINNING; THENCE CONTINUE N00°25'11"W FOR 205.00  
FEET; THENCE S89°34'49"W FOR 183.65 FEET; THENCE S 29°27'42"W FOR 32.70  
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NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SE ¼ OF  
SECTION 16; THENCE N89°34'49"E ALONG THE PREVIOUSLY DESCRIBED  
LINE FOR 200.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.94  
ACRES MORE OR LESS.



This instrument prepared by  
and after recording return to:

Name: Melissa Tapanes Llahues, Esq.  
Address: Bercow Radell & Fernandez, PA  
200 S. Biscayne Boulevard, Suite 850  
Miami, Florida 33131

**MODIFICATION OF DECLARATION OF RESTRICTIONS**

This MODIFICATION OF DECLARATION OF RESTRICTIONS (the "**Modification**") entered into this 13 day of ~~April~~ May 2011, by F-71, LLC, a Florida limited liability company (collectively, the "**Owner**").

**RECITALS:**

WHEREAS, On October 9, 2002 the Town of Miami Lakes, Florida (the "**Town**") adopted Ordinance 02-26 which approved a Declaration of Restrictions (the "**Declaration**"), proffered by the Owner's predecessor-in-interest, for property generally located at the Northwest corner of proposed Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town and identified by Miami-Dade County Tax Folio No. 32-2016-000-0020 ("Dunnwoody Lake" or "**Property**"), the legal description is attached hereto as Exhibit A; and

WHEREAS, the Declaration was thereafter duly executed and recorded by the property owners, Lowell S. and Betty L. Dunn, in Official Records Book 20812 at Page 4767 through 4778 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, the Declaration may be amended subject to approval by the Town Council after public hearing; and

WHEREAS, the Town Council adopted Resolution 11-884 on March 28, 2011, attached hereto as Exhibit B, approving revisions to the Declaration to reflect terms addressed in the Chapter 163 Development Agreement concerning the Property also approved by the Town Council on March 28, 2011 by Resolution 11-883; and

WHEREAS, the public hearing on the amendments to the Declaration was noticed for Monday, March 28, 2011, at 6:00 P.M. at Miami Lakes Town Hall, 15150 Northwest 79 Court, Miami Lakes, Florida 33016, and all interested parties have had the opportunity to address their comments to the Town Council.

IN ORDER TO ASSURE the Town that the representations made to them by the Owners during consideration of the Resolution 11-883, will be abided by the Owners, their successors or

Modification  
Page 1 of 6

13<sup>th</sup> day of December, 2011  
Town of Miami Lakes  
Certified Copy

assigns freely, voluntarily and without duress, the Owner makes the following amendments to the Declaration:

1. Recitals. The parties agree that the foregoing recitals are true and correct and incorporated herein by this reference.
2. Modification of Declaration. The Declaration is hereby modified as follows:

FROM:

\* \* \*

- (9) In order to help meet the future educational needs generated by this Application, the Owners, their successors or assigns, shall voluntarily contribute funds to the Town equal to Three Hundred Thousand Dollars (\$300,000) (the "Contribution"). However, this Contribution is intended to be used for educational purposes specifically serving the children of the Town. The total Contribution shall be made in one (1) payment in the amount of \$300,000 prior to issuance of the first residential building permit for any portion of the Property or after the effective date of an executed interlocal agreement between the Town and the Miami-Dade County School Board, whichever is later. Once the interlocal agreement is in effect, the Contribution shall be transferred to the School Board pursuant to the interlocal agreement. The Owners, their successors or assigns, acknowledge and agree that the Contribution to the Town shall not entitle the Owners of their successors or assigns to a credit against the amount of the educational facilities impact fee that will be assessed against the future development of the Property under Chapter 33K of the Miami-Dade County Code. The Owners, their successors or assigns, intend to construct a total of 509 units and the amount of the contribution is based on this amount. To the extent that less than 509 units are approved by the Town Council of the Town, the amount of the Contribution shall be reduced on a pro rata basis.

\* \* \*

- (16) Owners, their successors or assigns, agree that prior to the submission of an application for the first building permit, it will submit to the Town for approval a detailed plan illustrating all tot lots and parks as shown on the plans detailed in paragraph one (1). The Property shall contain at 3.85 +- acres of parks or Owners, their successors or assigns shall provide to the Town the fair market value cash contribution on a pro rata basis for any deficiency for park land as amended by the Town's Comprehensive Plan. The Owners, their successors or assigns agree that such park acreage or cash

Modification  
Page 2 of 6

13<sup>th</sup> day of December, 2011  
Town of Miami Lakes  
Certified Copy

contribution in lieu of park acreage shall not entitle the Owners, their successors or assigns to a credit against the amount of park impact fees that will be assessed against the future development of the Property under the park impact fee ordinance.

(17) **Sale of Property to Fire Department.**

- (a) In order to further address the impact of the development of the Property on the Miami-Dade County Fire Rescue Department (the "Fire Department"), and to help meet the future Fire Department needs generated by this application and other development in the Town, the Owners, their successors or assigns, hereby agree to offer to the Fire Department for the construction of a fire rescue station that certain site consisting of approximately 200' x 200' located due west of the commercial property as depicted on the plans referenced in paragraph one (1) and fronting on N.W. 154 Street. A copy of the proposed area is attached as Exhibit "B" to this Agreement ("Fire Department Site").
- (b) The Fire Department shall have, until April 9, 2003, an irrevocable option to purchase the Fire Department Site. The Fire Department must exercise this option in writing, to the Owners, their successors or assigns, within this period, or the option automatically expires at which time the Owners, their successors or assigns, are under no obligation whatsoever to sell the Fire Department Site to the Fire Department and the Fire Department Site will be developed with residential units substantially in accordance with the site plans referenced in paragraph one (1). However, if the Fire Department exercises its option, the Fire Department shall have until October 9, 2003 to close on the Fire Station Site.

If the Fire Department exercises its option referenced in this paragraph 17, the Owners must provide a legal description of the Fire Department Site. The Fire Department shall, at its own expense, secure an appraisal for the Property to determine the fair market value of the Property. In the event the Owners, their successors or assigns dispute the appraisal amount, Owner shall be entitled to obtain an additional appraisal at its own expense. If the two appraisals differ by less than 5%, the Fire Department appraisal shall govern. In the event the appraisals differ by greater than 5%, the Fire Department and Owners shall agree on a third appraisal. The Fire Department and Owners, their successors or assigns shall be bound by either the original Fire Department appraisal or the third appraisal, whichever is greater.

Modification  
Page 3 of 6

13<sup>th</sup> day of December, 2011  
Town of Miami Lakes  
Certified Copy

- (c) Should the Fire Department elect to purchase the Fire Department Site, it shall be responsible for their costs associated with rezoning the Fire Department Site with the Town of Miami Lakes, and for all costs associated with replatting the Fire Department Site to create a separate platted parcel. The Owners, their successors or assigns agree to fully cooperate and execute all documents necessary to effectuate the change in the approved site plan.
- (d) In the event the Fire Department elects to exercise its option, final transfer of the Property shall occur by a warranty deed free of all encumbrances and liens.
- (e) The Owners, its successors or assigns agree that the sale of the Fire Department Site to the Fire Department shall not entitle the Owners, their successors or assigns to a credit against the amount of the fire impact fees that will be assessed against the future development of the Property under Chapter 333 of the Code of Miami-Dade County.
- (f) Owners, their successors or assigns shall provide all utilities including water lines, sewer lines, electric service, and telephone service at the perimeter of the Fire Department Site in a sufficient operational state to meet all applicable building and zoning codes and support full development of a fire station. The Owners, their successors or assigns shall provide, at their expense, paved road access along N.W. 154<sup>th</sup> Street to the fire station site.
- (g) Nothing contained in this paragraph 17 of this Agreement shall be interpreted to preclude Owners, their successors or assigns from proceeding with the development of the remainder of the Property during the above-described option period, except for the Fire Department Site.

\* \* \*

TO:

\* \* \*

- (9) In order to help meet the future educational needs generated by this Application, the Owners, their successors or assigns, shall voluntarily contribute funds to the Town equal to Three Hundred Thousand Dollars (\$300,000) (the "Contribution"). However, this Contribution is intended to be used for educational purposes specifically serving the children of the Town. The total Contribution shall be made in one (1) payment in the amount of \$300,000 prior to issuance of the first

Modification  
Page 4 of 6

15<sup>th</sup> day of December, 2011  
Town of Miami Lakes  
Certified Copy

residential building permit for any portion of the Property. The Owners, their successors or assigns, acknowledge and agree that the Contribution to the Town shall not entitle the Owners of their successors or assigns to a credit against the amount of the educational facilities impact fee that will be assessed against the future development of the Property under Chapter 33K of the Miami-Dade County Code or against any payments due or in lieu of any improvements required to comply with school concurrency.

\* \* \*

- (16) Owners, their successors or assigns, agree that prior to the submission of an application for the first building permit, it will submit to the Town for approval a detailed plan illustrating all tot lots and parks as shown on the plans detailed in paragraph one (1). The Property shall contain at least 2.79 acres of tot lots and small parks to meet the small park concurrency requirement. The Owners, their successors or assigns agree that such park acreage or cash contribution in lieu of park acreage shall not entitle the Owners, their successors or assigns to a credit against the amount of park impact fees that will be assessed against the future development of the Property under the park impact fee ordinance.

\* \* \*

- (17) PARAGRAPH 17 IS DELETED IN ITS ENTIRETY.<sup>1</sup>

3. Miscellaneous. This Modification may be signed in more than one counterpart and/or by facsimile, in which case each counterpart shall constitute an original of this Modification. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of the Modification. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.
4. Preservation of the Declaration. Except as modified herein, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the parties executed this Modification on the date first above written.

Signed, witnessed, executed and acknowledged on this 13<sup>th</sup> day of May, 2011.

<sup>1</sup> An underlined and ~~strike-through~~ version of modified provisions of the Declaration, showing the changes from the original Declaration, is attached hereto as Exhibit B.

Modification  
Page 5 of 6

13<sup>th</sup> day of December, 2011  
Town of Miami Lakes  
Certified Copy

WITNESS:

Louise O'Grady  
Signature  
Louise O'Grady  
Print Name:  
Yaris Ovalles  
Signature  
YARIS OVALLES  
Print Name:

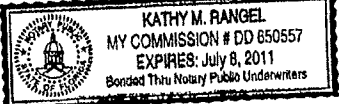
F71-1 LLC

By: Betty L. Dunn  
Name: BETTY L. DUNN  
Title: MANAGING MEMBER  
Dated this 13 day of May April, 2011

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 13 day of May April, 2011, by Betty L. Dunn as Managing Member of F71-1, LLC who is personally known to, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: 7-8-2011

Kathy M. Rangel  
Notary Public, State of Florida  
Print/type name: KATHY M. RANGEL  


ACKNOWLEDGED BY:

ATTEST:

M. Tejeda  
Marjorie Tejeda  
Town Clerk

TOWN OF MIAMI LAKES,  
FLORIDA

By: Michael Pizzi  
Michael Pizzi  
Mayor

Dated 13 day of May April, 2011

Approved for form and legal sufficiency:

Kathryn M. McLaughlin  
Town Attorney

Modification  
Page 6 of 6

13<sup>th</sup> day of December, 2011  
Town of Miami Lakes  
Certified Copy

**EXHIBIT A**

7 14

13<sup>th</sup> day of December 20 11  
Town of Miami Lakes  
Certified Copy

## EXHIBIT A

## LEGAL DESCRIPTION OF RU-3M PARCEL

DESCRIPTION OF A PORTION OF LAND BEING AND LYING IN SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 52 SOUTH RANG 40 EAST:

LESS BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE MENTIONED SECTION 16, THENCE N89°34'49"E ALONG THE SOUTH LINE OF SECTION 16 FOR A DISTANCE OF 1441.84 FEET, THENCE N00°25'14"W FOR A DISTANCE OF 140.00 FEET, THENCE S89°34'48"W FOR A DISTANCE OF 1197.72 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, THENCE S02°37'29"E FOR A DISTANCE OF 140.05 FEET TO THE POINT OF BEGINNING.

LESS A PORTION OF LAND LYING AND BEING AT THE SE ¼ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 16; THENCE S89°34'49"W ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 FOR A DISTANCE 67.90 FEET TO A POINT; THENCE N00°25'11"E FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE S89°34'49"W ALONG A LINE 50 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 WITH A DISTANCE OF 485.40 FEET TO A POINT; THENCE N00°25'11"W FOR 564.21 FEET TO A POINT; THENCE N29°56'58"E FOR 375.94 FEET TO A POINT; THENCE N87°24'00"E FOR 87.27 FEET TO A POINT; THENCE N02°36'00"W FOR 20.00 FEET TO A POINT; THENCE N87°24'00"E FOR 200.00 FEET; THENCE S02°36'00"E ALONG A LINE 40 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE SE ¼ OF SECTION 16 WITH A DISTANCE OF 894.18 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 92°10'49", A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.22 FEET AND A CHORD DISTANCE OF 36.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 146.70 ACRES MORE OR LESS.

AND

## EXHIBIT B

## LEGAL DESCRIPTION OF BU-1A

A PORTION OF LAND LYING AND BEING AT THE SE ¼ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF SAID SECTION 16; THENCE S89°34'49"W ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 FOR A DISTANCE 67.90 FEET TO A POINT; THENCE N00°25'11"E FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE S89°34'49"W ALONG A LINE 50 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 WITH A DISTANCE OF 485.40 FEET TO A POINT; THENCE N00°25'11"W FOR 564.21 FEET TO A POINT; THENCE N29°56'58"E FOR 375.94 FEET TO A POINT; THENCE N87°24'00"E FOR 87.27 FEET TO A POINT; THENCE N02°36'00"W FOR 20.00 FEET TO A POINT; THENCE N87°24'00"E FOR 200.00 FEET; THENCE S02°36'00"E ALONG A LINE 40 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE SE ¼ OF SECTION 16 WITH A DISTANCE OF 894.18 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 92°10'49", A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.22 FEET AND A CHORD DISTANCE OF 36.02 FEET TO THE POINT OF BEGINNING. CONTAINING 9.50 ACRES MORE OR LESS.

13<sup>th</sup> day of December, 2011

Town of Miami Lakes

Certified Copy



**EXHIBIT B**

9 14

13<sup>th</sup> day of December, 2011  
Town of Miami Lakes  
Certified Copy

**RESOLUTION NO. 11-884**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AMENDMENT OF DECLARATION OF RESTRICTIONS FOR PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF PROPOSED NORTHWEST 87 AVENUE AND NORTHWEST 154 STREET AND IDENTIFIED BY MIAMI-DADE COUNTY TAX FOLIO NO. 32-2016-000-0020 ("DUNNWOODY LAKE"); PROVIDING CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** On October 9, 2002 the Town of Miami Lakes (the "Town") adopted Ordinance 02-26 which approved a Declaration of Restrictions, proffered by the applicant, for property generally located at the Northwest corner of proposed Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town and identified by Miami-Dade County Tax Folio No. 32-2016-000-0020 ("Dunnwoody Lake") (the "Property"); and

**WHEREAS,** the Declaration of Restrictions were thereafter duly executed and recorded by the property owners, Lowell S. and Betty L. Dunn, in Official Records Book 20812 at Page 4767 through 4778 of the Public Records of Miami-Dade; and

**WHEREAS,** the Declaration of Restrictions may be amended by subject to approval by the Town Council after public hearing; and

**WHEREAS,** the Declaration of Restrictions needs to be amended to reflect terms addressed in the Development Agreement for the Property approved by the Town Council on this same date; and

**WHEREAS,** the public hearing on the amendments was noticed for Monday, March 28, 2011, at 6:00 P.M. at Miami Lakes Town Hall, 15150 Northwest 79 Court, Miami Lakes, Florida

10-14

13<sup>th</sup> day of December 2011  
Town of Miami Lakes  
Certified Copy

33016, and all interested parties have had the opportunity to address their comments to the Town Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Amendment of Declaration of Restrictions.** The Town Council hereby approves the amendment of the Declaration of Restrictions as follows<sup>1</sup>:

\* \* \*

- (9) In order to help meet the future educational needs generated by this Application, the Owners, their successors or assigns, shall voluntarily contribute funds to the Town equal to Three Hundred Thousand Dollars (\$300,000) (the "Contribution"). However, this Contribution is intended to be used for educational purposes specifically serving the children of the Town. The total Contribution shall be made in one (1) payment in the amount of \$300,000 prior to issuance of the first residential building permit for any portion of the Property ~~or after the effective date of an executed interlocal agreement between the Town and the Miami Dade County School Board, whichever is later.~~ Once the interlocal agreement is in effect, the Contribution shall be transferred to the School Board pursuant to the interlocal agreement. The Owners, their successors or assigns, acknowledge and agree that the Contribution to the Town shall not entitle the Owners or their successors or assigns to a credit against the amount of the educational facilities impact fee that will be assessed against the future development of the Property under Chapter 33K of the Miami-Dade County Code or against any payments due or in lieu of any improvements required to comply with school concurrency. ~~The Owners, their successors or assigns, intend to construct a total of 509 units and the amount of the contribution is based on this amount. To the extent that less than 509 units are approved by the Town Council of the Town, the amount of the Contribution shall be reduced on a pro rata basis.~~

\* \* \*

<sup>1</sup> Additions to the existing text are shown in underline. Deletions to the existing text are shown in ~~strike through~~.

13<sup>th</sup> day of December, 2010  
Town of Miami Lakes  
Certified Copy

- (16) Owners, their successors or assigns, agree that prior to the submission of an application for the first building permit, it will submit to the Town for approval a detailed plan illustrating all tot lots and parks as shown on the plans detailed in paragraph one (1). The Property shall contain at least 2.79 acres of tot lots and small parks to meet the small park concurrency requirement. ~~3.85 + acres of parks or Owners, their successors or assigns shall provide to the Town the fair market value cash contribution on a pro-rata basis for any deficiency for park land as amended by the Town's Comprehensive Plan.~~ The Owners, their successors or assigns agree that such park acreage or cash contribution in lieu of park acreage shall not entitle the Owners, their successors or assigns to a credit against the amount of park impact fees that will be assessed against the future development of the Property under the park impact fee ordinance.

**(17) Sale of Property to Fire Department.**

(a) ~~In order to further address the impact of the development of the Property on the Miami-Dade County Fire-Rescue Department (the "Fire Department"), and to help meet the future Fire Department needs generated by this application and other development in the Town, the Owners, their successors or assigns, hereby agree to offer to the Fire Department for the construction of a fire-rescue station that certain site consisting of approximately 200' x 200' located due west of the commercial property as depicted on the plans referenced in paragraph one (1) and fronting on N.W. 154 Street. A copy of the proposed area is attached as Exhibit "B" to this Agreement ("Fire Department Site").~~

(b) ~~The Fire Department shall have, until April 9, 2003, an irrevocable option to purchase the Fire Department Site. The Fire Department must exercise this option in writing, to the Owners, their successors or assigns, within this period, or the option automatically expires at which time the Owners, their successors or assigns, are under no obligation whatsoever to sell the Fire Department Site to the Fire Department and the Fire Department Site will be developed with residential units substantially in accordance with the site plans referenced in paragraph one (1). However, if the Fire Department exercises its option, the Fire Department shall have until October 9, 2003 to close on the Fire Station Site.~~

~~If the Fire Department exercises its option referenced in this paragraph 17, the Owners must provide a legal description of the Fire Department Site. The Fire Department shall, at its own expense, secure an appraisal for the Property to determine the fair market value of the Property. In the event the Owners, their successors or assigns dispute the appraisal amount, Owner shall be~~

12 14

13<sup>th</sup> day of December, 2011  
Town of Miami Lakes  
Certified Copy  
*[Signature]*

~~entitled to obtain an additional appraisal at its own expense. If the two appraisals differ by less than 5%, the Fire Department appraisal shall govern. In the event the appraisals differ by greater than 5%, the Fire Department and Owners shall agree on a third appraisal. The Fire Department and Owners, their successors or assigns shall be bound by either the original Fire Department appraisal of the third appraisal, whichever is greater.~~

- ~~(e) Should the Fire Department elect to purchase the Fire Department Site, it shall be responsible for their costs associated with rezoning the Fire Department Site with the Town of Miami Lakes, and for all costs associated with replatting the Fire Department Site to create a separate platted parcel. The Owners, their successors or assigns agree to fully cooperate and execute all documents necessary to effectuate the change in the approved site plan.~~
- ~~(d) In the event the Fire Department elects to exercise its option, final transfer of the Property shall occur by a warranty deed free of all encumbrances and liens.~~
- ~~(e) The Owners, its successors or assigns agree that the sale of the Fire Department Site to the Fire Department shall not entitle the Owners, their successors or assigns to a credit against the amount of the fire impact fees that will be assessed against the future development of the Property under Chapter 333 of the Code of Miami Dade County.~~
- ~~(f) Owners, their successors or assigns shall provide all utilities including water lines, sewer lines, electric service, and telephone service at the perimeter of the Fire Department Site in a sufficient operational state to meet all applicable building and zoning codes and support full development of a fire station. The Owners, their successors or assigns shall provide, at their expense, paved road access along N.W. 154<sup>th</sup> Street to the fire station site.~~
- ~~(g) Nothing contained in this paragraph 17 of this Agreement shall be interpreted to preclude Owners, their successors or assigns from proceeding with the development of the remainder of the Property during the above described option period, except for the Fire Department Site.~~

\*\*\*

Section 3. Conditions. The Property Owner shall submit the Amended Declaration of Restrictions to meet with the approval of the Town Attorney. The proffered

13<sup>th</sup>  
day of December 2011  
Town of Miami Lakes  
Certified Copy

Declaration of Restrictions shall be executed and recorded at the Property Owner's expense within 30 days of this approval.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 28<sup>th</sup> day of March, 2011.

Motion to adopt by Mayor Michael Pizzi, second by Councilmember Mary Collins.

FINAL VOTE AT ADOPTION

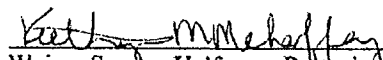
Mayor Michael Pizzi	yes
Vice Mayor Nick Perdomo	yes
Councilmember Mary Collins	yes
Councilmember Tim Daubert	yes
Councilmember Nelson Hernandez	yes
Councilmember Ceasar Mestre	yes
Councilmember Richard Pulido	no


  
MICHAEL PIZZI  
MAYOR

ATTEST:

  
Marjorie Tejeda  
TOWN CLERK

Approved as to form and legality for the use  
and benefit of the Town of Miami Lakes only:

  
Weiss, Serola, Helfman, Pastoriza, Cole & Boniske, P.L.  
TOWN ATTORNEY

13<sup>th</sup>  
day of December 2011  
Town of Miami Lakes  
Certified Copy  




CFN 2011R0307001  
OR Bk 27684 Pgs 0711 - 8531 (143pgs)  
RECORDED 05/11/2011 11:27:02  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

## DOCUMENT COVER PAGE

For those documents not providing the required space on the first page, this cover page must be attached.

It must describe the document in sufficient detail to prohibit its transference to another document.

An additional recording fee for this page must be remitted.

(Space above this line reserved for recording office use)

Document Title: Resolution  
(Mortgage, Deed, Construction Lien, Etc.)

Executing Party: Town of Miami Lakes

Legal Description: 32-2016-000-002-0  
(If Applicable) 32-2015-001-050-0  
As more fully described in above described document.

Return Document To / Prepared By:

Town of Miami Lakes  
Office of the Clerk  
15150 NW 79th, Miami Lakes FL  
33014

### F.S. 695.26 Requirements for recording instruments affecting real property— (Relevant excerpts of statute)

(1) No instrument by which the title to real property or any interest therein is conveyed, assigned, encumbered, or otherwise disposed of shall be recorded by the clerk of the circuit court unless:

(e) A 3-inch by 3-inch space at the top right-hand corner on the first page and a 1-inch by 3-inch space at the top right-hand corner on each subsequent page are reserved for use by the clerk of the court...

CLK/CT 155 Rev. 04/11

10 day of May 2011  
Town of Miami Lakes  
Certified Copy

CERTIFIED COPY  
Page 1 of 143 Pages

RESOLUTION NO. 11-883

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN F71-1, LLC AND F69-1, LLC AND THE TOWN OF MIAMI LAKES; AUTHORIZING TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE MAYOR TO ACCEPT ANY DEEDS AND DIRECTING THE TOWN CLERK TO RECORD THE DEEDS; AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY DOCUMENTS TO EFFECTUATE THE ACQUISITION OF THE DEDICATED PROPERTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, F71-1, LLC and F69-1, LLC (the "Owners") own lands at the northwest corner of Northwest 87th Avenue and Northwest 154th Street ("Dunnwoody Lake") and the northeast corner of Northwest 87th Avenue and Northwest 154th Street ("Dunnwoody Forest") (together, the "Property"); and

*our property*

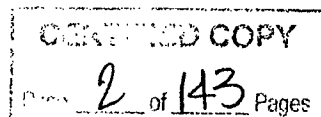
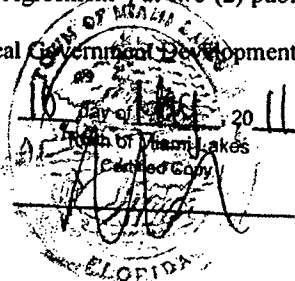
WHEREAS, the Owners obtained a rezoning and site plan approval for development of Dunnwoody Lake pursuant to Town Ordinance 02-26; and

WHEREAS, the Owners own the right of way for Northwest 87th Avenue between Northwest 154th Street and Northwest 162nd Street ("Northwest 87 Avenue") in its entirety; and

*has now been dedicated to M-D County*

WHEREAS, the dedication of Northwest 87th Avenue would provide the residents of the Town with an essential North-South thoroughfare; and

WHEREAS, the Town has considered a development agreement with the Owners (the "Development Agreement") at two (2) public hearings, in compliance with Section 163.3225 of the Florida Local Government Development Agreement Act; and





WHEREAS, this Development Agreement is consistent with Town's Comprehensive Plan and land development regulations; and

WHEREAS, the Town has determined that it is in the public interest to address the issues covered by this Agreement in a comprehensive manner and at public hearings, in compliance with all applicable laws, ordinances, plans, rules and regulations of the Town, while allowing the Owner to proceed in the development of the Property in accordance with existing laws and policies, subject to the terms hereof; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to approve the Development Agreement between the Town and the Owner.

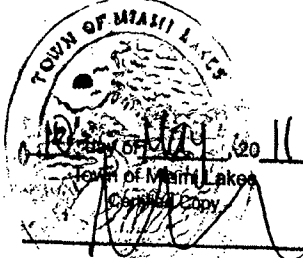
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

**Section 1. Recitals.** The above Recitals are true and correct and incorporated herein by this reference.

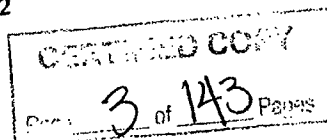
**Section 2. Approval of Development Agreement.** The Development Agreement between F71-1, LLC and F69-1, LLC and the Town of Miami Lakes, attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

**Section 3. Use of Contribution Funds.** The Development Agreement requires the Owners to make a contribution of \$300,000 which shall be spent for improvements to impacted schools in the Town of Miami Lakes, as directed by the Town Council. This contribution shall

is this  
doc?  
has it  
been  
paid?



2



be in addition to any contributions or improvements required to comply with School Concurrency.

**Section 4. Authorization of Town Officials.** The Town Manager and Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement, and effectuate the acquisition of Northwest 154<sup>th</sup> Street as provided in the Agreement on behalf of the Town.

**Section 5. Execution of Agreement.** The Mayor is authorized to execute the Agreement on behalf of the Town.

**Section 6. Acceptance of Deed.** The Mayor is authorized to accept the deeds for any properties dedicated to the Town pursuant to the Development Agreement and the Town Clerk is directed to record said deeds.

**Section 7. Execution of Documents.** The Mayor is authorized to execute any necessary documents to effectuate the acquisition of any properties dedicated to the Town pursuant to the Development Agreement.

**Section 8. Effective Date.** This Resolution shall take effect immediately upon adoption.

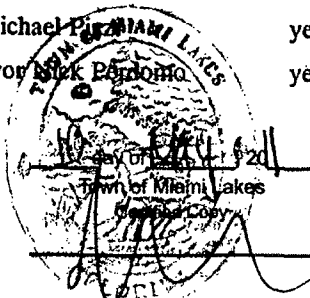
PASSED AND ADOPTED this 28<sup>th</sup> day of March, 2011.

Motion to adopt by Mayor Michael Pizzi, second by Councilmember Mary Collins.

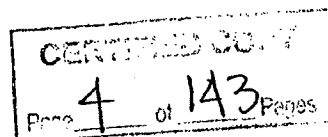
**FINAL VOTE AT ADOPTION**

Mayor Michael Pizzi yes

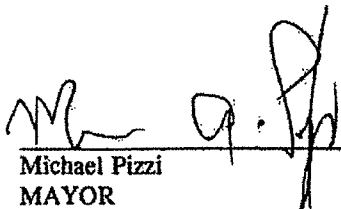
Vice Mayor Nick Pardo yes



3




Councilmember Mary Collins      yes  
Councilmember Tim Daubert      yes  
Councilmember Nelson Hernandez      yes  
Councilmember Ceasar Mestre      yes  
Councilmember Richard Pulido      no

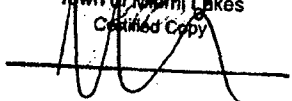
  
Michael Pizzi  
MAYOR

ATTEST:

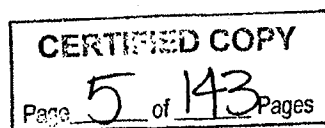
  
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

  
TOWN ATTORNEY  
Weiss, Serota, Helfman, Pastoriza,  
Cole & Boniske, P.L.

10 May 11  
Town of Miami Lakes  
Certified Copy  


4



## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 28 day of March, 2011 ("Execution Date"), by and between F71-1, LLC and F69-1, LLC (together, the "Owner"), and the Town of Miami Lakes, Florida, a Florida municipal corporation (hereinafter, the "Town").

### WITNESSETH:

WHEREAS, Owner is the legal and equitable owner of those certain parcels of land, located at the Northwest and Northeast corners of proposed Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town and identified by Miami-Dade County Tax Folio No. 32-2016-000-0020 ("Dunnwoody Lake") and 32-2015-001-0500 ("Dunnwoody Forest") (together, the "Property"), the legal description of which is attached hereto and made a part hereof as Exhibit "1"; and

WHEREAS, the Property is vacant and undeveloped and the Owner owns substantially all the right-of-way for Northwest 87 Avenue abutting the Property from Northwest 154 Street to Northwest 162 Street (the "Northwest 87 Avenue Right-of-Way"), the legal description of which is attached hereto and made a part hereof as Exhibit "2", as well as a portion of the right-of-way for Northwest 154 Street abutting the Property from Northwest 84 Avenue to sixty (60) feet west of Northwest 89 Avenue (the "Northwest 154 Street Right-of-Way"), the legal description of which is attached hereto and made a part hereof as Exhibit "3"; and

WHEREAS, Miami-Dade County (the "County") has initiated eminent domain proceedings, styled as *Miami-Dade County v. The Genet Family Limited Partnership No. 2*, Case No. 08-51917 CA 20 in the Circuit Court of the 11<sup>th</sup> Judicial Circuit (the "Litigation") to acquire the required right-of-way for the development of Northwest 87 Avenue; and

WHEREAS, both the Owner and the Town are parties to the Litigation and to avoid the expense of continued litigation, wish to enter into a conditional settlement agreement to settle said Litigation; and

WHEREAS, the Town desires the construction of the Northwest 87 Avenue Right-Of-Way by Miami-Dade County, and this construction is a material inducement for the Town to enter into this Agreement; and

WHEREAS, the Owner and Town mutually desire to work together and with Miami-Dade County to transfer the right-of-way expeditiously and construct and improve the Northwest 87 Avenue Right-of-Way in its entirety; and

WHEREAS, the Owner has agreed to accelerate the conveyance of the Northwest 87 Avenue Right-of-Way to the Town or Town's assignee (Miami-Dade County), in exchange for Miami-Dade County's payment of impact fees and the Town's reservation and allocation of concurrency for transportation and parks and recreation public facilities, and this final

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concurrency determination is a material inducement for the Owner to enter into this Agreement; and

WHEREAS, the Declaration of Restrictions recorded in Official Records Book 20812 at Page 4767 through 4778 of the Public Records of Miami-Dade County controls the density and intensity of Dunnwoody Lake through an approved site plan that provides for 509 single and multi-family residential units and 100,000 square feet of commercial development, attached hereto as Exhibit "4"; and

WHEREAS, Dunnwoody Forest is designated by the Town's Comprehensive Plan as "Parks and Recreation", which permits residential development at a density equal to, or less than, the average existing density of developed property adjoining the subject land, and "Environmentally Protected Parks", which permits residential development at a density of up to four (4) units per net acre; and

WHEREAS, a portion of Dunnwoody Forest has been designated by Miami-Dade County as an "Archeological Zone" by the Miami-Dade County Historic Preservation Board via Resolution 06-01 of the Historic Preservation Board, pursuant to the authority granted to Miami-Dade County in Chapter 16A-10 of the Miami-Dade County Code of Ordinances; and

WHEREAS, Resolution 06-01 of the Miami-Dade County Historic Preservation Board establishes a legal description and sketch of the Archeological Zone, also known as "Madden's Hammock", attached hereto as Exhibit "5"; and

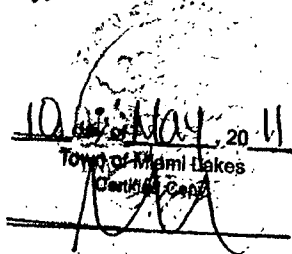
WHEREAS, the Town anticipates that development of the Property will provide housing for approximately 1,880 additional residents more or less, creating as much as a six percent increase in the Town's population; and

WHEREAS, the proposed increase in the residential population must be served by the Town's Public Facilities and services and numerous programmatic offerings; and

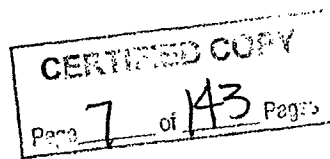
WHEREAS, development of the Property will generate additional impacts and additional needs for public safety, municipal programming and community facilities and Owner desires to provide facilities to address these impacts and to serve the needs of the community and development on the Property; and

WHEREAS, Owner desires to provide certain contributions above and beyond impact fees, including the construction of an 8,000 square foot municipal facility on Dunnwoody Lake and a \$300,000 contribution for educational purposes; and

WHEREAS, the Owner and the Town desire to establish certain terms and conditions relating to the accelerated conveyance of the Northwest 87 Avenue Right-of-Way and Northwest 154 Street Right-of-Way and wish to establish identifiable parameters for the future development of the Property; and



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WHEREAS, according to Sections 163.3220 through 163.3243, Florida Statutes, known as the Florida Local Government Development Agreement Act (the "Act"), the Florida Legislature has determined that the lack of certainty in the development process can result in a waste of economic and land development resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, the Florida Legislature has declared that assurances to a developer that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, this Agreement is intended to and shall constitute a development agreement among the parties pursuant to the Act; and

WHEREAS, the Town has considered this Agreement at two public hearings, in compliance with Section 163.3225 of the Act; and

WHEREAS, this Agreement is consistent with the Town's Comprehensive Plan and land development regulations; and

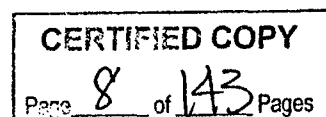
WHEREAS, the Town has determined that it is in the public interest to address the issues covered by this Agreement in a comprehensive manner and at public hearings, in compliance with all applicable laws, ordinances, plans, rules and regulations of the Town while allowing the Owner to proceed in the development of the Property in accordance with the existing laws and policies, subject to the terms hereof, and the Town has agreed to enter into this Agreement with the Owner.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein set forth, the Owner and Town 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. Consideration. The Owner and Town agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and are thus adequate consideration for this Agreement.
3. Definitions.
  - a. "Approved Site Plan" means those certain plans attached to, incorporated in, and as approved by the Town Council of the Town of Miami Lakes on October 9, 2002 in Ordinance Number 02-26.

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- b. "Completed" for purposes of completed roadways, means the road segment has been fully constructed to its maximum lane capacity and approved by the Town or Miami-Dade County, as appropriate, and all lanes are open for public use.
- c. "Comprehensive Plan" means the plan adopted by the Town pursuant to Chapter 163, Florida Statutes, as found in compliance by the Florida Department of Community Affairs, as amended.
- d. "Declaration of Restrictions" shall mean the Declaration of Restrictions recorded in the County Official Records Book 20812, pages 4767 through 4778, attached hereto as Exhibit "4."
- e. "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, the clearing of any land or filling of any water body, for a purpose other than right-of-way development for Northwest 87 Avenue or Northwest 154 Street, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), Florida Statutes (2009), provided, however, that the activities and uses set forth in Section 163.3221(4)(b), F.S. shall not constitute development.
- f. "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.
- g. "Effective Date" is the date which is thirty days after a copy of the recorded Agreement is received by the State of Florida, Department of Community Affairs as provided in Paragraph 5 of this Agreement pursuant to Section 163.3239, Florida Statutes.
- h. "Entire Term" is the total term of this Agreement, combining the Initial Term and any extended Term granted under Paragraph 5 of this Agreement.
- i. "Execution Date" is the date the last of the required parties executes this Agreement.
- j. "Governing Body" means the Miami Lakes Town Council or successor entity.
- k. "Initial Term" is twenty (20) years, commencing on the Effective Date.
- l. "Land" means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land, except as provided herein.
- m. "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the Town for the regulation of any aspect of

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development and includes any Federal, State, County or local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land in effect as of the Effective Date.

- n. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, and development regulations, and rules adopted by government or agency having jurisdiction affecting the development of land, specifically including the zoning and sign regulations of the Town of Miami Lakes; the provisions of the Miami Lakes Land Development Code; and Miami Lakes Comprehensive Plan in effect as of the Effective Date.
- o. "Litigation" means the eminent domain proceedings, styled as *Miami-Dade County v. The Genet Family Limited Partnership No. 2*, Case No. 08-51917 CA 20 in the Circuit Court of the 11<sup>th</sup> Judicial Circuit, to acquire the right-of-way required for the construction of Northwest 87 Avenue in exchange for Miami-Dade County to pay transportation impact fees associated with the Property.
- p. "Northwest 87 Avenue Right-of-Way" means that land necessary for the right-of-way for Northwest 87 Avenue abutting the Property from Northwest 154 Street to Northwest 162 Street, lying in Sections 15 and 16, Township 52, Range 40, as described in the legal description attached hereto and made a part hereof as Exhibit "2".
- q. "Northwest 154 Street Right-of-Way" means that land necessary for the right-of-way for Northwest 154 Avenue abutting the Property from Northwest 84 Avenue to sixty (60) feet west of Northwest 89 Avenue, being the southern fifty (50) feet of Sections 15 and 16 of Township 52, Range 40, adjacent to Dunnwoody Forest and Dunnwoody Lake as described in the legal description attached hereto and made a part hereof as Exhibit "3".
- r. "Owner" means the person or entity undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors, assigns, or heirs thereof.
- s. "Principal Structure" means a building in which is conducted the principal use of the lot on which it is located. This shall include any structure, secondary residence, garage or other building or structure on a lot, subordinate to and not forming an integral part of the Principal Structure but pertaining to the use of the Principal Structure.
- t. "Public Facilities" means capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, education, parks and recreation, and health systems and facilities for which the Town's Comprehensive Plan provides a level of service.

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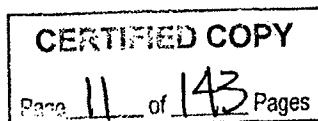
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- u. "Parcel A" shall mean that portion of the Property known as Dunnwoody Lake Residential Area, within the boundaries of the Town and identified as a part of Miami-Dade County Tax Folio No. 32-2016-000-0020 (hereinafter, the "Parcel A" or "Dunnwoody Lake Residential Area"), the legal description of which is attached hereto and made a part hereof as "Parcel A" of Exhibit "1".
  - v. "Parcel B" shall mean that portion of the Property known as Dunnwoody Forest, within the boundaries of the Town and identified by Miami-Dade County Tax Folio No. 32-2015-001-0500 (hereinafter, the "Parcel B" or "Dunnwoody Forest"), the legal description of which is attached hereto and made a part hereof as "Parcel B" of Exhibit "1".
  - w. "Parcel C" shall mean that portion of the Property known as Dunnwoody Lake Commercial Area, within the boundaries of the Town and identified as a part of Miami-Dade County Tax Folio No. 32-2016-000-0020 (hereinafter, the "Parcel C" or "Dunnwoody Lake Commercial Area"), the legal description of which is attached hereto and made a part hereof as "Parcel C" of Exhibit "1".
  - x. "Property" shall mean those certain parcels of land, located at the Northwest and Northeast corners of proposed Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town and identified by Miami-Dade County Tax Folio No. 32-2016-000-0020 ("Dunnwoody Lake") and 32-2015-001-0500("Dunnwoody Forest"), the legal description of which is attached hereto and made a part hereof as Exhibit "1". Property shall include Parcels A, B and C collectively.
  - y. "Shell" shall mean the exterior structure for a standard commercial tenancy and includes framework, drywall, concrete floor, and stub-outs for electrical, plumbing and other utilities and glazing, and specifically does not include any interior finishes.
4. Intent. It is the intent of the Owner and the Town, two of the several parties involved in *Miami-Dade County v. The Genet Family Limited Partnership No. 2*, Case No. 08-51917 CA 20, in an effort to avoid further expense in the Litigation, to enter into this Agreement as a condition precedent to the settlement of the Litigation contemplated in the Settlement Agreement, attached hereto as Exhibit "7" and incorporated by reference herein. Further, Owner and Town intend that this Agreement shall be construed and implemented as a development agreement among the parties pursuant to the Act.
5. Effective Date and Duration. Within fourteen (14) days following approval at two public hearings and execution by all parties, the Town shall record the Agreement in the public records of Miami-Dade County. Within fourteen (14) days following the recording of the approval, the Town shall transmit one (1) copy of the recorded Agreement to the State of Florida Department of Community Affairs. This Agreement shall become effective on the date that is thirty (30) days subsequent to the date the State of Florida Department of Community Affairs receives a copy of the recorded Agreement pursuant to Section

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163.3239, Florida Statutes. Notwithstanding the Effective Date provided herein and required by Section 163.3239, Florida Statutes, the Town and the Owner shall act in good faith to carry out the intent of the Agreement upon the Execution Date. This Agreement shall run for an Initial Term of twenty (20) years from the Effective Date, and may be extended by mutual consent of the Governing Body and the Owner subject to a public hearing pursuant to Section 163.3225, Florida Statutes. Consent to any extension of this Agreement is within the sole discretion of each party to this Agreement. No notice of termination shall be required by either party upon the expiration of this Agreement, and thereafter the parties hereto shall have no further obligations under this Agreement, except as any individual obligations may specifically survive the expiration of this Agreement.

6. Permitted Development Uses and Building Intensities.

- (a) *Permitted Development Uses.* Parcel A is designated as "Low Density Residential," Parcel B is designated as "Parks and Recreation" and "Environmentally Protected Parks", and Parcel C is designated as "Business and Office" according to the Town's adopted Comprehensive Plan and Future Land Use Plan Map. Parcel A is zoned "RM-13," Parcel B is zoned "AU", and Parcel C is zoned "BU-1A" by the Town's Land Development Regulations and Official Zoning Map. The Property may be used for the purposes permitted and regulated in these land use designations and zoning districts, as further limited by the Declaration of Restrictions, Approved Site Plan, and Resolution 06-01 of the Miami-Dade County Historic Preservation Board. A copy of the Future Land Use Plan Map of the Town's Comprehensive Plan, as amended, is attached hereto and made a part hereof as Exhibit "6".
- (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 Town's Land Development Regulations, Comprehensive Plan and any applicable Federal, State or County laws and regulations.

The parties acknowledge that Parcel A and Parcel C are currently subject to the Declaration of Restrictions and development of these Parcels is currently limited to 509 residential units and 100,000 square feet of commercial space, respectively. The parties further acknowledge that any future development of Dunnwoody Forest, "Parcel B", must be compatible and consistent with the Town's Comprehensive Plan and Land Development Regulations. The foregoing statement is not intended to restrict the Owner's ability to request amendments to the Official Zoning Map pursuant to Paragraph 7(b) and 7(c).

7. Public Services and Facilities.

- (a) The Town and the Owner anticipate that the Property and its future development will be served, consistent with the level of service standards identified in the Town's Comprehensive Plan, by those public services and facilities currently in

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existence or to be developed as provided by the State of Florida, Miami-Dade County, or the Town, or as contemplated in this Agreement and consistent with the Declaration of Restrictions and Town's Laws. The Property will also be served by any and all available Public Facilities defined in Section 163.3221(13), Florida Statutes and provided in the Town's Comprehensive Plan, specifically including but not limited to, those Public Facilities described in the Comprehensive Plan such as transportation facilities, police, fire, parks and recreation, sanitary sewer, solid waste, drainage, potable water services, and educational facilities.

- (b) For purposes of concurrency, the Town shall reserve and allocate sufficient public facility capacity for transportation and parks and recreation to serve the development of Parcel A with 509 residential units, Parcel B with 84 residential units, and Parcel C with 140,000 square feet of commercial development to accommodate the Approved Site Plan and any modifications thereto, for the Entire Term of this Agreement.
- (c) Residential development on Parcel B is currently limited to single family residential units with a minimum lot size of five (5) acres. No increase in density shall be permitted beyond that currently allowed in the AU district without approval of a rezoning of the Parcel. Upon application by the Owner for a rezoning pursuant to all applicable development review procedures and criteria, the Town shall exercise its jurisdiction under the police power to consider the approval, approval with conditions, or rejection of any such application to rezone Parcel B. However, for purposes of concurrency, the Town shall reserve and allocate sufficient public facility capacity for transportation and park and recreation facilities provided in the Town's Comprehensive Plan, to serve the development of up to a maximum development of 84 detached residential single family units for the Entire Term of this Agreement, except as may be modified pursuant to Paragraph 7(d). Owner and the Town agree that all development characteristics including but not limited to density, intensity, location, character, bulk, height, and scale shall be regulated by the Laws of the Town or other jurisdictional agencies and any and all required Development Permit procedures, reviews and approvals, subject to the requirement that no development shall be proposed on Parcel B in excess of 84 units. The foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of the Town's police power or actions of the Town when acting in a quasi-judicial capacity. Parties understand that this is not a vested right to any residential density and that the current maximum density for Parcel B is limited to one (1) unit per (5) acres as allowed in the AU zoning district.
- (d) The Town and Owner acknowledge that the Town may grant development approvals for Parcel B for less than 84 residential units, and Owner may either accept such reduction, appeal, otherwise challenge such decision or seek other remedies provided by law. In the event Owner accepts any such decision and elects to commence the development of Parcel B in accordance with such

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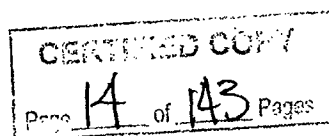
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decision, or after resolution of any appeal or other challenge resulting in development rights for less than 84 residential units, then the reservation of concurrency for Parcel B shall be reduced to that capacity necessary to accommodate the approved number of units. If Owner does not accept such decision, Owner shall notify Town accordingly and may reapply for development approvals in accordance with Town Laws and this Agreement.

- (e) This Agreement shall constitute a final concurrency determination for the Property that shall be valid and binding for the Entire Term of this Agreement subject to the conditions set forth herein.
- (f) The Owner agrees to be bound by the Town impact fees and building permit fees in effect at the time of any Development Permit application with respect to parks and recreation and police. The Owner agrees to be bound by the Miami-Dade County impact fees and building permit fees in effect at the time of any Development Permit application with respect to transportation, water, sewer, drainage, schools, and fire or other impact fees. The Owner shall not be subject to other impact fees or building permit fees that may be adopted by the Town subsequent to execution of this Agreement except as may be applied pursuant to the requirements of the Act.
- (g) The Town hereby acknowledges and agrees that its Public Facilities for transportation and parks and recreation can and shall accommodate the impacts of all Development Permits sought to be issued for the Property as contemplated herein, subject to the conditions of this Agreement and, provided the Owner completes the necessary improvements set forth herein and develops the Property in substantial compliance with the Laws of the Town and as contemplated in this Agreement.
- (h) Owner acknowledges and agrees that it is bound by the concurrency requirements for all Public Facilities other than transportation and parks and recreation.
- (i) Owner acknowledges and agrees that all development on the Property is subject to school concurrency and no portion of the Property is vested or has otherwise satisfied school concurrency. Owner agrees to be bound by the school concurrency requirements in place at the time of application for any development orders, including platting and site plan review, under the School Concurrency land development regulations. Nothing in this agreement in anyway off-sets, reduces, or otherwise mitigates the school concurrency requirements or educational impacts related to any residential development on any of the Property. Owner and the Town expressly understand that no building permit will be issued for any residential development on the Property that generates impacts on public school facilities until adequate school capacity is available as evidenced by satisfaction of all school concurrency requirements at the time of building permit, site plan, site plan modification or plat, whichever event is first in time for any given residential development.

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8. Parks and Recreation Final Concurrency Determination.

(a) Final concurrency determination for Parks and Recreation is hereby granted, and impacts of development of Parcel A, Parcel B, or any portion of the Property have been adequately mitigated subject to compliance with the following conditions within the time frames required by this Agreement:

- i. Owner has conveyed the Northwest 87 Avenue Right-of-Way to Miami-Dade County pursuant to Paragraph 10(a); and
- ii. Owner has conveyed the Northwest 154 Street Right-of-Way to the Town or its assignee pursuant to Paragraph 10(b).

iii. Prior to the issuance of the first building permit for any residential Principal Structure on the Property, the Owner shall dedicate all or a portion of Madden's Hammock located in Dunnwoody Forest, Parcel B, to satisfy the respective development's proportionate fair share of land for park use, pursuant to the Town's Laws. The parties acknowledge that the maximum build-out of residential units contemplated herein for Parcel A and Parcel B requires the dedication of 6.11 acres of park land. Owner shall provide and dedicate as necessary, simultaneously with the dedication of any parks lands, developed access to all dedicated park and recreation lands. Town acknowledges that upon the Owner's dedication of Madden's Hammock to satisfy its proportionate fair share of park land, in whole or in part, a covenant running with the land providing limited access to Madden's Hammock, in accordance with the provisions of paragraph 8(b) below will constitute developed access for Madden's Hammock. In addition, the Town acknowledges that any park land dedicated above and beyond the required dedication to satisfy the Town's level of service requirements may serve as a contribution in lieu of park impact fees pursuant to the Town's Laws.

(b) Prior to the issuance of the first building permit for any residential Principal Structure for the Property, the Owner shall record a covenant running with the Madden's Hammock portion of Parcel B to provide limited public access to the Dunnwoody Forest Madden's Hammock site. The foregoing covenant shall set forth certain limitations on public access, as set forth in Exhibit "8" attached hereto in order to preserve the "Archaeological Zone" and/or unique resource area(s), including permissible passive uses, reasonable hours for visitation by Miami Lakes residents for educational purposes, and the geographic extent of such access.

(c) This final concurrency determination shall be valid and binding for the Entire Term of this Agreement, subject to the conditions set forth herein.

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9. Transportation Final Concurrency Determination.

(a) Final concurrency determination for transportation facilities is hereby granted, and impacts of development of Parcel C have been adequately mitigated upon compliance with the following conditions, within the time frames required by this Agreement:

- i. Owner's conveyance of the Northwest 87 Avenue Right-of-Way to Miami-Dade County pursuant to Paragraph 10(a) and Owner's conveyance of the Northwest 154 Street Right-of-Way to the Town or its assignee pursuant to Paragraph 10(b); and
- ii. Any other transportation improvements required by the Traffic Impact Analysis and Phase I Supplemental Analysis prepared by JMD Engineering, Inc., dated February 28, 2011 and March 4, 2011, attached hereto as composite Exhibit "9", which are necessary to achieve concurrency for the phased development of Parcel C; and
- iii. Construction of Northwest 87 Avenue as a four lane divided facility from Northwest 154 Street to Northwest 186 Street such that it is fully constructed and operational; and
- iv. Widening of Northwest 154 Street to four (4) lanes from the end of the 4 lane segment east of Northwest 87 Avenue to 60 feet west of Northwest 89 Avenue, such that it is fully constructed and operational; and
- v. Construction of an additional southbound left-turn lane, an exclusive eastbound right-turn lane, and an exclusive westbound right-turn lane at Northwest 154 Street and Northwest 82 Avenue.

(b) A final concurrency determination is hereby granted, and impacts of development for Parcel A and Parcel B, have been adequately mitigated, subject to completion of the improvements in Paragraph 9(a) above and the following transportation improvements which must be fully constructed and operational:

- i. Construction of an additional eastbound through lane on Northwest 154 Street from Northwest 79 Court to Northwest 77 Court; and
- ii. Construction of an additional southbound left-turn lane at Northwest 154 Street and Northwest 79 Avenue; and
- iii. Construction of an exclusive northbound right-turn lane at Northwest 138 Street and Northwest 87 Avenue; and
- iv. Any other transportation improvements required by the Traffic Impact Analysis and Phase I Supplemental Analysis prepared by JMD Engineering,

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Inc., dated February 28, 2011 and March 4, 2011, attached hereto as composite Exhibit "9", which are necessary to achieve concurrency for the phased development of Parcels A and B.

(c) Building Permits. Consistent with Ordinance 02-26:

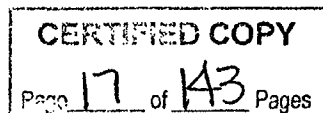
- i. No building permits for more than 150 residential units and no certificates of occupancy, use or completion for any Parcel will be issued unless and until Northwest 87 Avenue is fully constructed and operational as a four-lane median divided roadway; and
- ii. No building permits shall be issued for any Parcel unless and until Northwest 154 Street is fully constructed and operational as a four-lane roadway from the west end of the current four lane section to approximately 60 feet west of Northwest 89 Avenue; and
- iii. In the event that Ordinance 02-26 is amended by the Town Council to provide less restrictive building permit timing provisions in Sections 7.1. and/or 7.2 of Ordinance 02-26, then the less restrictive requirements of the amended Ordinance shall apply here.

(d) In the event that the Owner proposes to develop the Property in phases not contemplated herein, the Owner shall submit a traffic analysis and phasing plan to analyze the transportation improvements required to mitigate the impacts of the phased development and reimburse the Town or its assignees for the review and approval, approval with conditions, or denial of such traffic analysis and phasing plan and any related required amendments to this Development Agreement. In no event shall a phasing plan operate to reduce or increase the required improvements provided under this Agreement unless the Agreement is modified pursuant to the requirements of State law.

(e) Owner and Town acknowledge and agree that Miami-Dade County intends to construct at its cost that portion of Northwest 87 Avenue located between Northwest 154 Street and Northwest 186 Street pursuant to MPO Project No. PW20040390 and TIP Reference Page A7-21, attached hereto as Exhibit "10", and this improvement will provide capacity to serve development of the Property. Owner acknowledges and agrees that it is a material condition to this final concurrency determination for development of the Property, that construction of the Northwest 87 Avenue between Northwest 154 Street and Northwest 186 Street be Completed and open to traffic, as contemplated herein and that any development, construction or investment undertaken prior to completion of this and any other construction project or dedication required under this Agreement, are done so at the Owner's risk.

(f) This final concurrency determination shall be valid and binding for the Entire Term of this Agreement, subject to the conditions set forth herein.

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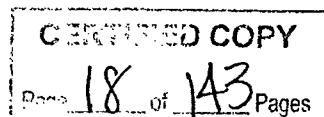
10. Conveyance and Construction of Rights-of-Way

- (a) The Owner shall convey the Northwest 87 Avenue Right-of-Way to Miami-Dade County pursuant to the terms agreed upon in the Litigation and Settlement Agreement between the Owner and Miami-Dade County.
- (b) The Owner shall convey to the Town or its assignee the Northwest 154 Street Right-of-Way within thirty (30) days of the Effective Date of this Agreement as provided herein, and the Town acknowledges that said dedication is sufficient to accommodate and include construction of a roadway with four (4) driving lanes, grass medians, turn lanes, concrete sidewalks, curb and gutter, storm drainage, street lighting, traffic signalization, pavement markings and other required road features, according to the specifications of the Town Engineer and pursuant to the Town's Laws and design standards.
- (c) The Owner shall be responsible for the full cost of design and construction of the Northwest 154 Street Right-of-Way and all associated Right-of-Way improvements contemplated under this Agreement and the Declaration of Restrictions. In the event the Town elects to construct the Northwest 154 Street Right-of-Way prior to Owner's commencement of development on the Property, the Owner shall reimburse the Town for all related costs incurred including but not limited to the actual total design, construction, management costs and actual interest rates incurred to finance the construction. In the event the Town finances the construction itself, the Owner shall pay interest on the total costs described above at the annual average interest rate on State Board of Administration (SBA) funds for the prior calendar year of the reimbursement. Reimbursement shall occur prior to or concurrent with the issuance of any permit on the Property. The obligation to reimburse at the time any permit on the property is issued shall survive the expiration of this Agreement.
- (d) As part of Owner's settlement with Miami-Dade County in *Miami-Dade County v. The Genet Family Limited Partnership No. 2*, Case No. 08-51917 CA 20, Owner shall use best efforts to negotiate with the County a reasonable timeline for the completion of Northwest 87 Avenue from Northwest 154 Street to Northwest 186 Street by the County.

11. Town Municipal Facility. Prior to submitting an application for the first building permit on a Principal Structure on Parcel C, the Owner shall prepare and submit to the Town for review and approval, an application to modify the Approved Site Plan to provide a maximum of an additional 40,000 square feet for a total of 140,000 square feet of commercial development on Parcel C, which square footage will include a site plan and preliminary architectural and design drawings for an 8,000 square foot Shell to be used as a senior center ("Municipal Facility") and related improvements(the "Plans").

10 day of February 2011  
Town of Miami Lakes  
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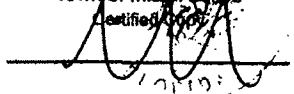




- (a) The Town Council shall review the Plans at its next available agenda, pursuant to the approval procedures required in the Town Land Development Code and shall exercise its jurisdiction under the police power to consider the approval, approval with conditions, or denial of the request. In the event of denial, the Town shall submit recommendations which Owner shall thereupon incorporate into the Plans. Thereafter and as soon as reasonably possible, Owner shall resubmit the revised Plans for reconsideration by the Town Council. The parties agree to act in good faith in the preparation, submission, review and revision of the Plans. As long as the Owner proceeds in good faith, the Owner shall not be required to submit substantially revised Plans more than twice.
- (b) The Town and Owner acknowledge that the Owner may apply for modification of the Approved Site Plan for Parcel C for less than 140,000 square feet of commercial uses, but that any such request must still include the 8,000 square foot Municipal Facility. However, if the Owner applies for modification of the Approved Site Plan for Parcel C for additional square feet of commercial uses, and the Town issues development approvals for Parcel C for less than the requested square footage of commercial uses, then the Owner is relieved of its obligation to construct the Municipal Facility and such relief will not be deemed to be a default under this Agreement.
- (c) Design, development and construction of the Municipal Facility shall be performed simultaneous with the design, development and construction of the Dunnwoody Lake Commercial Area, Parcel C. Owner agrees to complete the Municipal Facility and record a Memorandum of Lease or transfer ownership to the Town, subject to the Owner's sole discretion as indicated in Paragraph 11(h) below, prior to the issuance of the first Certificate of Occupancy or Use for any Principal Structure on Parcel C.
- (d) Design, development and construction of the Municipal Facility shall be the sole responsibility and at the sole cost of Owner, in compliance with the Town's Laws.
- (e) Owner shall construct, at the Owner's sole expense, the Municipal Facility, as approved by the Town subject to all site plan review or modification requirements. At the Owner's discretion the Municipal Facility may be constructed as an "in line" space within the shopping center, a stand-alone building, or as part of an out-parcel, on Parcel C.
- (f) Construction of the Municipal Facility shall be in accordance with the Approved Site Plan, as may be revised above, and no material changes shall be made without the prior written approval of the Town Manager. Construction shall continue in substantial accordance with the schedule set forth in the Approved Site Plan. During the construction process, the Town shall have the right to visit the Municipal Facility and the Dunnwoody Lakes, Parcel C, at any reasonable time in order to observe the work in progress.



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Town of Miami Lakes  
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- (g) Owner shall obtain all necessary approvals required for the construction of the Municipal Facility. Owner agrees to provide at its sole cost and expense all necessary on-site and off-site utility and infrastructure improvements, including access easements or rights-of-way, necessary for the construction and use of the Municipal Facility.
- (h) Prior to the issuance of any Certificate of Occupancy or Use for any Principal Structure on Parcel C, the Town and the Owner shall enter into a lease for the Municipal Facility. This lease shall provide for a long-term 99 year lease of the Municipal Facility for \$1 per year, plus common area maintenance except for ad valorem taxes. The Town and Owner shall execute a Memorandum of Lease reflecting the foregoing terms, which shall be recorded in the Public Records of Miami-Dade County at Owner's expense. At the Owner's option, the Owner may elect to transfer ownership in fee simple or condominium form of ownership.

12. Right of First Refusal of Dunnwoody Forest, Parcel B. Owner and Town agree that Town shall have a right of first refusal to purchase the Dunnwoody Forest, Parcel B.

- (a) Nothing herein shall preclude Owner from marketing Parcel B. In the event Owner receives a bona fide written offer from a third-party to purchase Parcel B and the Owner agrees to sell Parcel B to said third-party upon the terms and conditions set forth in the agreement, Owner agrees to provide written notice to Town within five (5) working days of the effective date of any executed agreement to sell Parcel B, with full disclosure concerning the proposed disposition, which shall include the purchase price, deposit, manner in which the purchase price will be paid, due diligence period, time of closing, and any other terms of the agreement that are germane and specific to the proposed transaction. The Town shall then have a right to purchase Parcel B for the offered purchase price, and on the same financial terms and conditions under which the Owner agreed to sell, provided, however, that the Town shall have the right to avail itself of the purchase money financing (set forth below) which Owner agrees to make available exclusively to the Town.
- (b) Town shall have twenty (20) days to exercise this right of first refusal and notify the Owner, in writing, of its decision. Should the Town exercise its right of first refusal to purchase Dunnwoody Forest, Parcel B, the Owner agrees to provide purchase money financing in an amount that shall not exceed 80% of the purchase price. The purchase money note ("Note") shall bear interest at an adjustable rate of four hundred (400) basis points over the 12 month LIBOR Index published in The Wall Street Journal, adjusted monthly. The Note shall be payable interest only monthly commencing thirty (30) days after closing and shall mature on the forty-eight (48th) month after closing at which time the entire unpaid principal balance together with all accrued and unpaid interest shall be due and payable. The repayment of the Note shall be secured by a purchase money first mortgage encumbering the title of the Dunnwoody Forest and the Note shall be fully recourse against Town. Town shall have sixty (60) days from the date it exercises

*[Handwritten signature]*

10 day of *[Handwritten: May]*, 20 *[Handwritten: 11]*  
Town of *[Handwritten: Miami Lakes]*  
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*[Handwritten signature]*

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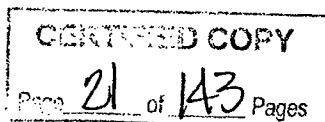
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Page *[Handwritten: 20]* of *[Handwritten: 143]* Pages

its right of first refusal, to close on the sale, regardless of the timing of the closing as set forth in the agreement between Owner and third party purchaser.

- (c) Town shall not have any right of first refusal in those cases in which Owner wishes to transfer or dispose of its interests to a related entity, trust, partnership or other type of entity in which Owner or its heirs owns a majority or controlling interest, regardless of whether such transfer or disposition occurs through merger, reorganization, consolidation, transfer, or by sale of its interests.
  - (d) In the event that the Dunnwoody Forest is subject to an agreement to sell and Town does not elect to exercise its right of first refusal and the proposed transaction does not close, then Town's right of first refusal shall be reinstated and be fully applicable to any successive transactions; provided, however, that if Town shall elect to exercise its right of first refusal and fails to purchase the Dunnwoody Forest, the right of first refusal shall be terminated and not be of any further force or effect. In the event of such a termination, the Town shall record a release into the Public Records of Miami-Dade County.
  - (e) This right of first refusal is personal to Town and may not be assigned or transferred.
13. Other Agreements. This Agreement has no effect on any other agreement, the Town's development orders, or Declaration of Restrictions otherwise encumbering the Property. Any and all agreements currently in the public records remain valid. The parties acknowledge and agree that this Agreement and the Declaration of Restrictions shall be read together and not to conflict whenever possible. No condition in the Agreement that may have the effect of modifying the Declaration of Restrictions shall be effective until and unless said modifications are properly approved through a duly adopted amendment to the Declaration of Restrictions. The parties incorporate by reference each and every requirement set forth in Sections 163.3220 through 163.3242, Florida Statutes (2010), the Florida Local Government Development Agreement Act. The Town acknowledges that if the roadway improvements identified in the Declaration of Restrictions are completed as contemplated by this Agreement by another party, those improvements shall constitute compliance with the Declaration of Restrictions and the applicable provisions of this Agreement.
14. Lowering of Vegetation - Dunnwoody Forest. Within thirty (30) days of the Effective Date, the Owner shall lower the vegetation surrounding Madden's Hammock and shall maintain such vegetation at a lowered height.
15. Contribution. The Declaration of Restrictions previously required a voluntary contribution of \$300,000.00 toward the improvement of schools to serve the Property in addition to meeting the educational facilities concurrency and impact fee requirements. Owner and Town agree that the voluntary contribution of \$300,000 shall be contributed to the Town's general fund for educational purposes which shall be spent for improvements to impacted schools in the Town of Miami Lakes, as directed by the Town

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Town of Miami Lakes  
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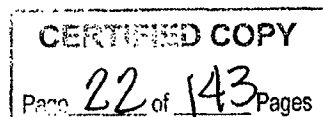


Council to offset the future impact of the development provided herein. This contribution shall be in addition to any contributions or improvements required to comply with School Concurrency. No building permit for a Principle Structure on Parcel A or Parcel B shall be issued prior to payment of this contribution. Owner acknowledges that the Property remains subject to the Town's educational facilities concurrency requirements and impact fee requirements for Public Schools and this contribution shall not be credited in any way toward the impact fees or other contribution required for Public Schools Concurrency.

16. Roadway Design. Town and Owner acknowledge, agree and confirm that pursuant to the Declaration of Restrictions, Owner is responsible for constructing certain improvements, including but not limited to lighted, landscaped and irrigated roadway medians and swales along and within the portions of the Northwest 87 Avenue and Northwest 154 Street roadways adjacent to the Owner's Property.
17. Local Development Permits. The Property is the subject of various Development Permits and approvals consistent with the Property's land use classifications. Owner shall apply, at its own expense, and the Town will consider, the following additional Development Permits in order for the Owner to complete the Project, including but not limited to the transfer and dedication of all properties as contemplated herein, in a manner consistent with the zoning and comprehensive plan designations on the Property:
- (a) Platting;
  - (b) Rezoning;
  - (c) Site plan modification and/or approval;
  - (d) Water, sewer, paving and drainage permits;
  - (e) Building permits;
  - (f) Certificates of Use and Occupancy;
  - (g) Certificate of Appropriateness; and
  - (h) Any other official action of the Town and/or Miami-Dade County, Florida or other applicable regulatory agencies having the effect of permitting the development of land or providing permits required for the development of land.
18. Consistency with Comprehensive Plan. The Town hereby finds and declares that the development permitted or proposed under this Agreement is consistent with the Town's Comprehensive Plan and Land Development Code, subject to the conditions set forth herein. Any development not depicted on the Approved Site Plan must comply with the Town's Comprehensive Plan and Land Development Code and be approved through the applicable review process provided in the Town's Laws:

10 day of May, 2014  
Town of Miami Lakes  
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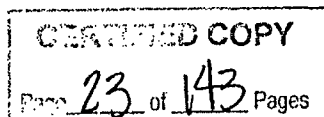
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19. Reservation of Development Rights. For the Entire Term of this Agreement, the Town hereby agrees that it shall permit the Owner to develop the Property in accordance with Laws of the Town, as they exist as of the Effective Date of this Agreement, subject to the terms and conditions of this Agreement and payment of impact fees and building permit fees applicable at the time of development. Development of the Property pursuant to the terms and conditions of this Agreement shall not be subject to any future changes to the Town's Land Development Regulations or Comprehensive Plan designation after the Effective Date and during the Entire Term. The Town may apply subsequently adopted laws or policies to the Property only as permitted or required by the Act.
20. Zoning and Other Approvals. The parties hereto recognize and agree that certain provisions of this Agreement require the Town and its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the Town's jurisdiction under the police power. Nothing in this Agreement shall be construed to prohibit the Town from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Property.
21. Necessity of Complying with Local Regulations Relative to Development Permits. This Agreement is not and shall not be construed as a Development Permit, approval or authorization to commence any development, fill, or other land modification. The Owner and the Town agree that the failure of this Agreement to address a particular permit, approval, procedure, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve Owner 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 Owner to develop the Property in a manner that is inconsistent with the Laws of the Town in existence as of the Effective Date.
22. Good Faith: Further Assurances. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. In that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement, provided that the foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of the Town's police power or actions of the Town when acting in a quasi-judicial capacity.
23. Expiration of 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 Owner or its successors or assigns in compliance with this Agreement and all prior and subsequent Development Permits or development orders granted by the Town, including, but not limited to, those rights granted under the Town's Comprehensive Plan.

10 May 2011  
Town of Miami Lakes  
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24. Default and Remedies.

- (a) The obligations of the Owner set forth in this Agreement are an express condition to the obligations of the Town to reserve and allocate concurrency to the Owner. In the event that Owner defaults under any of its obligations set forth in the Agreement the Town Manager is authorized to provide notice of such default, with a reasonable period in which to cure and grant reasonable extensions upon the Owner's showing of good faith to cure said default. Upon expiration of any such reasonable period to cure or extension thereto, the Town Manager is hereby authorized to withhold issuance of any development orders, approvals, certificates of use or occupancy and Development Permits for the respective Parcel until Owner has complied with the terms of this Agreement and to schedule a review of the Agreement in accordance with subparagraph (c), below.
- (b) In the event of default by either party under this Agreement, the other party shall be entitled to all remedies at law or in equity.
- (c) In accordance with Section 163.3235, Florida Statutes, the Town may review this Agreement at least once every 12 months, or more frequently if necessary, to determine if the Owner has demonstrated good faith compliance with the terms of this Agreement. If upon review the Town finds, on the basis of substantial competent evidence, that there has been a default by the Owner to comply with the terms of this Agreement, the Town may revoke or modify the Agreement. Prior to such revocation or modification of this Agreement, the Town Manager shall provide the Owner with notice of such default, with a reasonable period in which to cure and grant reasonable extensions upon the Owner's showing of good faith to cure said default.

In the event that the Property is not under common ownership, default of a particular obligation related to a particular Parcel shall not constitute a default of another Parcel under different ownership, but shall only constitute a default as to that particular Parcel and the applicable owner. Accordingly, and without limiting the foregoing, the failure of the Owner to complete any one, or combination of the following, shall be considered a default by the Owner as to the Property or particular Parcel as follows:

- i) Failure of the Owner to convey the Northwest 87 Avenue Right-of-Way and Northwest 154 Street Right-of-Way pursuant to Paragraph 10 herein shall be a default as to the Property;
- ii) Failure of the Owner to construct and lease or transfer ownership (at the Owner's discretion) the Municipal Facility pursuant to the terms of Paragraph 11 shall be a default as to Parcel C; and

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Town of Miami Lakes  
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- iii) Failure of the Owner to complete payment of the contribution as proffered in Paragraph 15 shall be a default as to Parcel A and Parcel B.
- (d) Failure of the County to complete the construction of Northwest 87 Avenue from Northwest 154 Street to Northwest 186 Street shall not be deemed a default of Owner. However, in the event of failure of the County to complete the roadway within the Term of this Agreement, including any extensions, the Town shall be authorized to withhold any additional permits for the Property until such improvements have been Completed.
- (e) The failure of the Miami-Dade Board of County Commissioners to approve the Settlement Agreement in substantially the form attached hereto as Exhibit "7" shall relieve the parties of any further obligations under this Agreement.
25. Binding Effect. The obligations imposed pursuant to this Agreement upon the Owner 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.
26. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by a recognized courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

If to the Town:

Town Mayor  
Town of Miami Lakes  
15150 NW 79 Court  
First Floor  
Miami Lakes, FL 33016

With copies to:

Town Manager  
Town of Miami Lakes  
15150 NW 79 Court  
Miami Lakes, FL 33016

Town Attorney  
Town of Miami Lakes  
2525 Ponce De Leon Boulevard  
Suite 700  
Coral Gables, FL 33134

If to the Owner at:

Mrs. Betty L. Dunn  
8083 NW 103 Street  
Hialeah Gardens, FL 33016

10 day of May, 2011  
Town of Miami Lakes  
Certified Copy

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With copy to:

Jeffrey Bercow, Esq.  
Bercow Radell & Fernandez, PA  
200 South Biscayne Boulevard  
Suite 850  
Miami, FL 33131

27. Governing Laws, Construction and Litigation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owner and the Town agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. Notwithstanding any changes to Florida law, this Agreement shall remain binding as a statutory development agreement between the parties and Owner agrees to mitigate the impacts of development of the Property pursuant to the requirements of this Agreement.
28. Severability. In the event that any term or provision of this Agreement is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
29. 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 Owner and the Town. 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 modified except by written instrument signed by both parties hereto.
30. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearings commenced by the Owner (any such causes or events to be referred to herein as a "Force Majeure"), shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage.

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

10 day of May 2014  
Town of Miami Lakes  
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TOWN:

ATTEST:

M. Tejeda  
Marjorie Tejeda  
Town Clerk

TOWN OF MIAMI LAKES,  
FLORIDA

By: Michael Pizzi  
Michael Pizzi  
Mayor

Dated 22 day of April, 2011

Approved for form and legal sufficiency:

Kathy M. Rangel  
Town Attorney

OWNER

WITNESS:

Erica Hernandez  
Signature  
ERICAS OVALLES  
Print Name:  
Erica Hernandez  
Signature  
Erica Hernandez  
Print Name:

F71-1 LLC

By: Betty L. Dunn  
Name Betty L. Dunn  
Title: Managing Member

Dated this 18th day of April, 2011

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 18th day of April, 2011, by Betty L. Dunn, as Managing Member, who is personally known to me or produced as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

Kathy M. Rangel  
Notary Public, State of Florida  
Print/type name: Kathy M. Rangel



10 day of April, 2011  
Town of Miami Lakes  
Certified Copy

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WITNESS:

[Signature]  
Signature

YARIS OVALLES  
Print Name:

[Signature]  
Signature

Erica Hernandez  
Print Name:

F69-1 LLC

By: [Signature]

Name Betty L. Dunn

Title: Managing Member

Dated this 18th day of April, 2011

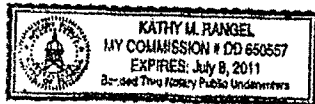
STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 18th day of April, 2011, by Betty L. Dunn, as Managing Member, who is personally known to me or produced as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

[Signature]  
Notary Public, State of Florida  
Print/type name: KATHY M RANGEL



10 day of May, 2011  
Town of Miami Lakes  
[Signature]  
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**EXHIBITS**

**Exhibit 1: Legal Description of the Property (Including Parcel A, Parcel B and Parcel C)**

**Exhibit 2: Legal Description of Northwest 87 Avenue Right-of-Way**

**Exhibit 3: Legal Description of Northwest 154 Street Right-of-Way**

**Exhibit 4: Declaration of Restrictions**

**Exhibit 5: Resolution 06-01 of the Miami-Dade County Historic Preservation Board**

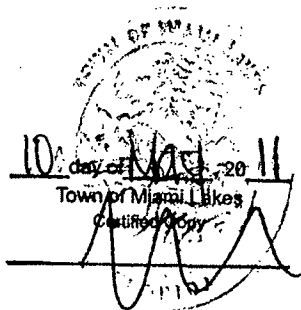
**Exhibit 6: Future Land Use Map**

**Exhibit 7: Settlement Agreement**

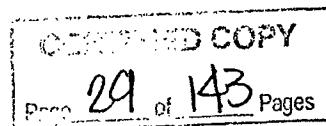
**Exhibit 8: Terms of Covenant for Limited Public Access to Madden's Hammock**

**Exhibit 9: Traffic Impact Analysis prepared by JMD Engineering, Inc., dated (February 28, 2011 and March 4, 2011)**

**Exhibit 10: MPO Project No. PW20040390 and TIP Reference Page A7-21**



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# Exhibit 1

## Parcel A

32-2016-000-0020

### LEGAL DESCRIPTION

DESCRIPTION OF A PORTION OF LAND BEING AND LYING IN SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 52 SOUTH RANGE 40 EAST:

LESS BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE MENTIONED SECTION 16, THENCE N89°34'49"E ALONG THE SOUTH LINE OF SECTION 16 FOR A DISTANCE OF 1441.84 FEET, THENCE N00°25'14"W FOR A DISTANCE OF 140.00 FEET, THENCE S89°34'48"W FOR A DISTANCE OF 1197.72 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, THENCE S02°37'29"E FOR A DISTANCE OF 140.05 FEET TO THE POINT OF BEGINNING.

LESS A PORTION OF LAND LYING AND BEING AT THE SE ¼ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 16; THENCE S89°34'49"W ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 FOR A DISTANCE 67.90 FEET TO A POINT; THENCE N00°25'11"E FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE S89°34'49"W ALONG A LINE 50 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 WITH A DISTANCE OF 485.40 FEET TO A POINT; THENCE N00°25'11"W FOR 564.21 FEET TO A POINT; THENCE N29°56'58"E FOR 375.94 FEET TO A POINT; THENCE N87°24'00"E FOR 87.27 FEET TO A POINT; THENCE N02°36'00"W FOR 20.00 FEET TO A POINT; THENCE N87°24'00"E FOR 200.00 FEET; THENCE S02°36'00"E ALONG A LINE 40 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE SE ¼ OF SECTION 16 WITH A DISTANCE OF 894.18 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 92°10'49", A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.22 FEET AND A CHORD DISTANCE OF 36.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.00 ACRES MORE OR LESS.

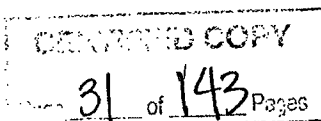
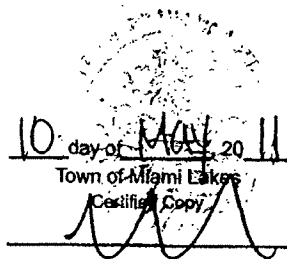
10 day of MAY, 2011  
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Parcel B

32-2015-001-0500

Tracts 41 through 46, inclusive of Section 15, Township 52 South, Range 40 East, of  
FLORIDA'S FRUIT LANDS COMPANY'S SUBDIVISION NUMBER 1, as recorded in Plat  
Book 2, Page 17 of the Miami-Dade County Public Records.



Parcel C

A portion of folio 32-2016-000-0020

A PORTION OF LAND LYING AND BEING AT THE SE 1/4 OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF SAID SECTION 16; THENCE S89°34'49"W ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 16 FOR A DISTANCE 67.90 FEET TO A POINT; THENCE N00°25'11"E FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE S89°34'49"W ALONG A LINE 50 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 16 WITH A DISTANCE OF 485.40 FEET TO A POINT; THENCE N00°25'11"W FOR 564.21 FEET TO A POINT; THENCE N29°56'58"E FOR 375.94 FEET TO A POINT; THENCE N87°24'00"E FOR 87.27 FEET TO A POINT; THENCE N02°36'00"W FOR 20.00 FEET TO A POINT; THENCE N87°24'00"E FOR 200.00 FEET; THENCE S02°36'00"E ALONG A LINE 40 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE SE 1/4 OF SECTION 16 WITH A DISTANCE OF 894.18 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 92°10'49", A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.22 FEET AND A CHORD DISTANCE OF 36.02 FEET TO THE POINT OF BEGINNING. CONTAINING 9.50 ACRES MORE OR LESS.

10 day of May 2016  
Town of Miami Lakes  
Certified Copy  
*[Signature]*

CERTIFIED COPY  
32 of 143 Pages

## Exhibit 2

### Legal Description of Northwest 87 Avenue Right-of-Way

#### PARCEL NO. 1

The East 40.00 feet of the South 1275.00 feet of the SE 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida,

#### A PART OF

The East 40.00 feet of the SE 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida.

#### PARCEL NO. 1A

The East 40.00 feet of the SE 1/4 of Section 16, Township 52 South, Range 40 East, in Miami-Dade County, Florida, LESS the South 1275.00 feet thereof,

#### A PART OF

The East 40.00 feet of the SE 1/4 of Section 16, Township 52 South, Range 40 East, in Miami-Dade County, Florida.

#### PARCEL NO. 5

All those portions of Tracts 41 through 46, inclusive, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 of Section 15, Township 52 South, Range 40 East, Miami-Dade County, Florida, according to the plat thereof recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County, Florida, which lies within the West 40.00 feet of the SW 1/4 of said Section 15,

#### A PART OF

All those portions of Tracts 41 through 48, inclusive, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 of Section 15, Township 52 South, Range 40 East, Miami-Dade County, Florida, according to the plat thereof recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County, Florida, which lies within the West 40.00 feet of the SW 1/4 of said Section 15;

#### AND

All that part of said Tract 48, which lies within the East 26.16 feet of the West 66.16 feet of the North 35.00 feet of the SW 1/4 of said Section 15;

#### AND

All that part of said Tract 48 which lies within the external area formed by a 25.00 foot radius arc concave to the Southeast, tangent to the East line of the West 40.00 feet of the SW 1/4 of said Section 15, and tangent to the South line of the North 35.00 feet of the SW 1/4 of said Section 15.

#### PARCEL NO. 10

All that part of the North 254.81 feet of Tract 5 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 of Section 9, Township 52 South, Range 40 East, Miami-Dade County, Florida, according to the plat thereof recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County, Florida, which lies within the East 40.00 feet of the NE 1/4 of said Section 9.

#### PARCEL NO. 10A

All that part of Tracts 1 through 4, inclusive, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 of Section 9, Township 52 South, Range 40 East, Miami-Dade County, Florida, according to the plat thereof as recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County, Florida, which lies within the East 40.00 feet of the NE 1/4 of said Section 9, LESS all that part which lies within the North 100.00 feet thereof.

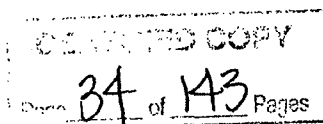
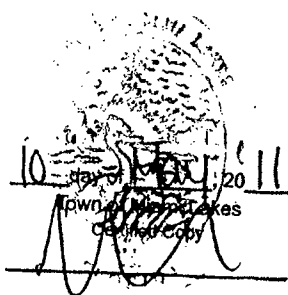
10 day of MAY 20 11  
Town of Miami Lakes  
Certified Copy

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Page 33 of 143 Pages

## Exhibit 3

### GENERAL LEGAL DESCRIPTION OF NW 154<sup>th</sup> STREET RIGHT OF WAY

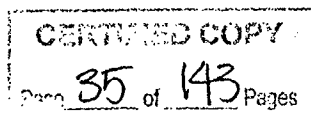
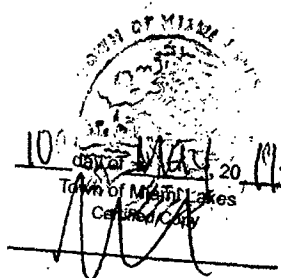
Generally the southern fifty (50') feet of Sections 15 and 16, in Township 52, Range 40 abutting, and adjacent to, the Dunnwoody Lake and Dunwoody Forest Property described in the preceding EXHIBT 1.





## Exhibit 4

Declaration of Restrictions



OFF. REC'D.

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This instrument prepared by:  
Stanley B. Price, Esquire  
Bilin Sunberg Dunn Baena Price & Axelrod LLP  
2500 First Union Financial Center  
200 South Biscayne Boulevard  
Miami, Florida 33131-2336

(Space Above For Recorder's Use Only)

**DECLARATION OF RESTRICTIONS**

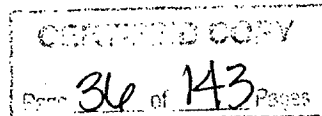
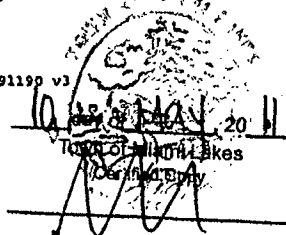
*WHEREAS*, the undersigned Owners hold the fee simple title to the land in the Town of Miami Lakes, Miami-Dade County, Florida, described in Exhibit "A" attached hereto and hereinafter called the "Property."

*WHEREAS*, Owners have filed a zoning application with the Town of Miami Lakes (sometimes referred to as the "Town") through the Miami-Dade County Department of Planning and Zoning referred to as Public Hearing Application No. 02-01 ("Application");

*IN ORDER TO ASSURE* the Town that the representations made to them by the Owners during consideration of Public Hearing No. 02-01 will be abided by the Owners, their successors or assigns freely, voluntarily and without duress, the Owners make the following Declaration of Restrictions covering and running with the Property:

- (1) That the Property shall be developed in substantial compliance with the plans entitled "Dunnwoody Lake" as prepared by Robayna and Associates, Inc., consisting of 8 sheets labeled S-1, S-4 and S-5 dated last revised October 2, 2002, sheets S-3, L-1 and L-3 dated last revised September 18, 2002, sheet S-2 dated last revised July 17, 2002, and sheet L-2 dated August 8, 2002.
- (2) That the residential development of the Property shall be limited to no more than 509 units. No zoning application to increase the density in excess of 509 residential units may be filed with the Town without the express written consent of the Royal Palm Homeowners Association or its successor thereto.
- (3) That notwithstanding the requested RU-3M zoning classification for the residential portion of the Property, the residential portion of the Property along the northern,

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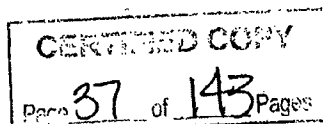
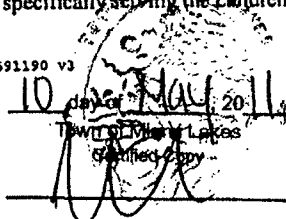


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eastern and southern perimeters of the Property shall be limited to single-family detached homes as shown on the site plan described in paragraph one (1) herein.

- (4) The development of the residential portion of the site shall be phased such that there will be balanced and concurrent development of the represented housing types. Prior to the issuance of the first residential building permit, the Owners, their successors or assigns, shall submit to the Town for approval, a residential phasing plan in accordance with this paragraph.
- (5) The Owners, their successors or assigns, shall construct or cause to be constructed an automatically operated underground irrigation system to service all landscaped areas as shown on the site plan described in paragraph one (1). Prior to the issuance of the first residential building permit, the Owners, their successors or assigns, shall submit to the Town for approval, a residential landscaping and irrigation plan in accordance with this paragraph. Automatically operated irrigation will be provided in all parts of the development, including rights-of-way, parks, common areas and roads constructed by the Owners, their successors or assigns.
- (6) Prior to the submission of an application for the first building permit, Owners, their successors or assigns, will submit to the Town for approval a homeowners association document which will provide for high quality architectural controls, an architectural review committee and assurances that the maintenance of all properties within the subdivision will be maintained solely by the association and at no cost or liability to the Town. The homeowners association shall be fully responsible for the maintenance of the lake and landscaping within the subdivision.
- (7) At no cost to the Town, Owners, their successors or assigns, shall construct or cause to be constructed a wall along the residential portion of the east property line adjacent to N.W. 87th Avenue and the residential portion of the south property line adjacent to N.W. 154th Street, subject to approval of the Town. This wall shall also separate the commercial and residential properties. Maintenance and repair of the wall shall be the sole responsibility and obligation of the homeowners association as described in paragraph six (6) herein.
- (8) Recreational use of the lake as shown on the site plan described in paragraph one (1) herein shall exclude the operation of motorized vessels including, but not limited to, motorized boats and jet skis.
- (9) In order to help meet the future educational needs generated by this Application, the Owners, their successors or assigns, shall voluntarily contribute funds to the Town equal to Three Hundred Thousand Dollars (\$300,000) (the "Contribution"). However, this Contribution is intended to be used for educational purposes specifically serving the children of the Town. The total Contribution shall be made

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Declaration of Restrictions  
Page 3

in one (1) payment in the amount of \$300,000 prior to issuance of the first residential building permit for any portion of the Property or after the effective date of an executed interlocal agreement between the Town and the Miami-Dade County School Board, whichever is later. Once the interlocal agreement is in effect, the Contribution shall be transferred to the School Board pursuant to the interlocal agreement. The Owners, their successors or assigns, acknowledge and agree that the Contribution to the Town shall not entitle the Owners or their successors or assigns to a credit against the amount of the educational facilities impact fee that will be assessed against the future development of the Property under Chapter 33K of the Miami-Dade County Code. The Owners, their successors or assigns, intend to construct a total of 509 units and the amount of the contribution is based on this amount. To the extent that less than 509 units are approved by the Town Council of the Town, the amount of the Contribution shall be reduced on a pro rata basis.

- (10) Development of the commercial portion of the Property shall not commence until such time as the Owners, their successors or assigns, have presented the Town with a final site plan detailing the proposed commercial development(s) and the same has been approved by the Town after public hearing.
- (11) Despite the commercial zoning on a portion of the Property as depicted on the site plan referenced in paragraph one (1), the commercial uses shall be limited to:
  - (a) Grocery stores;
  - (b) Drugstores, including drive-thru facilities;
  - (c) Restaurants and drive-thru restaurants;
  - (d) Office buildings and related uses;
  - (e) Banking and financial institutions, including drive-thru facilities; and
  - (f) Other neighborhood retail and service uses.
- (12) The commercial portion of the Property shall not be developed with gasoline service stations, free-standing convenience stores, pawn shops, liquor stores, adult entertainment uses, or other uses specifically prohibited by the Town's Code of Ordinances.
- (13) That prior to the issuance of the first building permit, Owners, their successors or assigns, shall, at no cost to the Town, dedicate (a) to Miami-Dade County its portion of the required right-of-way for N.W. 87<sup>th</sup> Avenue in Section 16, Township 52 South, Range 40 East, and (b) to the Town its portion of the required right-of-way for N.W. 154<sup>th</sup> Street in Section 16, Township 52 South, Range 40 East.

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Town of Miami Lakes  
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Declaration of Restrictions  
Page 4

- (14) Prior to issuance of the first residential building permit, Owners, their successors or assigns, shall construct or cause to be constructed N.W. 154<sup>th</sup> Street at no cost to the Town. Said construction shall be in accordance with the applicable standards of the Town and Miami-Dade County. Construction of N.W. 154<sup>th</sup> Street shall consist of constructing a four-lane roadway adjacent to N.W. 87<sup>th</sup> Avenue, from approximately N.W. 84<sup>th</sup> Avenue (from the west end of the current four lane section) to approximately 60 feet west of N.W. 89<sup>th</sup> Avenue, as illustrated on the plans described in paragraph one (1). The proposed construction of N.W. 154<sup>th</sup> Street shall connect to the ending paved roadway located west of N.W. 84<sup>th</sup> Avenue.
- (15) At no cost to the Town, Owners, their successors or assigns, shall construct or cause to be constructed lighted, landscaped, and irrigated roadway medians and swales along those portions of the roads adjacent to the Property which are constructed by them, including as applicable, N.W. 154<sup>th</sup> Street or the portion of N.W. 87<sup>th</sup> Avenue located in Section 16, Township 52 South, Range 40 East. Said lighting fixtures and landscaping design shall be comparable or higher than the aesthetic quality of roadway medians and swales existing in the immediate surrounding area, as acceptable to the Town.
- (16) Owners, their successors or assigns, agree that prior to the submission of an application for the first building permit, it will submit to the Town for approval a detailed plan illustrating all tot lots and parks as shown on the plans detailed in paragraph one (1). The Property shall contain at least 3.85± acres of parks or Owners, their successors or assigns shall provide to the Town the fair market value cash contribution on a pro rata basis for any deficiency for park land as amended by the Town's Comprehensive Plan. The Owners, their successors or assigns agree that such park acreage or cash contribution in lieu of park acreage shall not entitle the Owners, their successors or assigns to a credit against the amount of park impact fees that will be assessed against the future development of the Property under the park impact fee ordinance.
- (17) Sale of Property to Fire Department.
- (a) In order to further address the impact of the development of the Property on the Miami-Dade County Fire Rescue Department (the "Fire Department"), and to help meet the future Fire Department needs generated by this application and other development in the Town, the Owners, their successors or assigns, hereby agree to offer to the Fire Department for the construction of a fire rescue station that certain site consisting of approximately 200' x 200' located due west of the commercial property as depicted on the plans

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10 day of May 20 11  
Town of Miami Lakes  
Cathleen O'Neil

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Declaration of Restrictions  
Page 5

referenced in paragraph one (1) and fronting on N.W. 154<sup>th</sup> Street. A copy of the proposed area is attached as Exhibit "B" to this Agreement ("Fire Department Site").

- (b) The Fire Department shall have, until April 9, 2003, an irrevocable option to purchase the Fire Department Site. The Fire Department must exercise this option in writing, to the Owners, their successors or assigns, within this period, or the option automatically expires at which time the Owners, their successors or assigns, are under no obligation whatsoever to sell the Fire Department Site to the Fire Department and the Fire Department Site will be developed with residential units substantially in accordance with the site plans referenced in paragraph one (1). However, if the Fire Department exercises its option, the Fire Department shall have until October 9, 2003 to close on the Fire Station Site.

If the Fire Department exercises its option referenced in this paragraph 17, the Owners must provide a legal description of the Fire Department Site. The Fire Department shall, at its own expense, secure an appraisal for the Property to determine the fair market value of the Property. In the event the Owners, their successors or assigns dispute the appraisal amount, Owner shall be entitled to obtain an additional appraisal at its own expense. If the two appraisals differ by less than 5 %, the Fire Department appraisal shall govern. In the event the appraisals differ by greater than 5%, the Fire Department and Owners shall agree on a third appraisal. The Fire Department and Owners, their successors or assigns shall be bound by either the original Fire Department appraisal or the third appraisal, whichever is greater.

- (c) Should the Fire Department elect to purchase the Fire Department Site, it shall be responsible for their costs associated with rezoning the Fire Department Site with the Town of Miami Lakes, and for all costs associated with replatting the Fire Department Site to create a separate platted parcel. The Owners, their successors or assigns agree to fully cooperate and execute all documents necessary to effectuate the change in the approved site plan.
- (d) In the event the Fire Department elects to exercise its option, final transfer of the Property shall occur by a warranty deed free of all encumbrances and liens.
- (e) The Owners, its successors or assigns agree that the sale of the Fire Department Site to the Fire Department shall not entitle the Owners, their successors or assigns to a credit against the amount of fire impact fees that

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10 day of 10/13/02  
Town of Miami Lakes  
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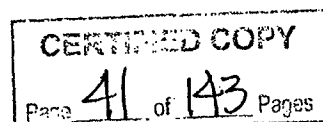
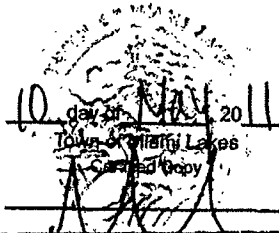
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Declaration of Restrictions  
Page 6

will be assessed against the future development of the Property under Chapter 33J of the Code of Miami-Dade County.

- (f) Owners, their successors or assigns shall provide all utilities including water lines, sewer lines, electric service, and telephone service at the perimeter of the Fire Department Site in a sufficient operational state to meet all applicable building and zoning codes and support full development of a fire station. The Owners, their successors or assigns shall provide, at their expense, paved road access along N.W. 154<sup>th</sup> Street to the fire station site.
- (g) Nothing contained in this paragraph 17 of this Agreement shall be interpreted to preclude Owners, their successors or assigns from proceeding with the development of the remainder of the Property during the above-described option period, except for the Fire Department Site.
- (18) **Town Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the Town of Miami Lakes, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.
- (19) **Covenant Running with the Land.** This Declaration on the part of the Owners shall constitute a covenant running with the land and shall be recorded, at Owners' expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owners, and their heirs, successors or assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.
- (20) **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the Town of Miami Lakes.

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Declaration of Restrictions  
Page 7

(21) Modification, Amendment, Release.

- (a) This Declaration may be modified, amended or released as to the residential portion of the Property herein described, or any portion thereof, by a written instrument, including joinders of all mortgagees, if any, executed by the then owner(s) of all of the residential portion of the Property provided that the same is also approved by the Town Council after public hearing.
- (b) This Declaration may be modified, amended or released as to the commercial portion of the Property herein described, or any portion thereof, by a written instrument, including joinders of all mortgagees, if any, executed by the then owner(s) of all of the commercial portion of the Property provided that the same is also approved by the Town Council after public hearing.
- (c) Should this Declaration be so modified, amended or released, the Town Manager or the executive officer of the successor of such Town Manager, or in the absence of such Manager or executive officer, by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

- (22) Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his or her attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

- (23) Authorization for Town of Miami Lakes to Withhold Permits and Inspections. In the event payments or improvements or donations are not made in accordance with the terms of this Declaration, in addition to any other remedies available, the Town is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

- (24) Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

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10 day of May 20 11  
Town of Miami Lakes  
COUNCIL

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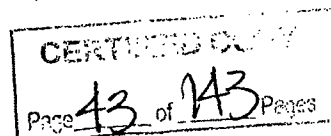
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Declaration of Restrictions  
Page 8

- (25) Severability. Invalidation of any one of these covenants, by judgment of Court, in no way shall affect any of the other provisions which shall remain in full force and effect.
- (26) Recording. This Declaration shall become final and shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the adoption by the Town Council of a final ordinance approving the application and expiration of all appellate time frames.

[SIGNATURE PAGES FOLLOW]

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Declaration of Restrictions  
Page 9

Signed, witnessed, executed and acknowledged this \_\_\_\_ day of \_\_\_\_\_  
2002.

Witnesses:

Print Name: Shanna Moreno  
Shanna Moreno

Lowell S. Dunn  
Lowell S. Dunn

Print Name: Mercy Canoura  
Mercy Canoura

Print Name: Shanna Moreno  
Shanna Moreno

Betty L. Dunn  
Betty L. Dunn

Print Name: Mercy Canoura  
Mercy Canoura

STATE OF FLORIDA }  
COUNTY OF MIAMI-DADE } ss:

The foregoing instrument was acknowledged before me this 4 day of  
OCTOBER, 2002 by LOWELL S. DUNN who is personally known to me or  
produced a valid driver's license as identification.

Notary Public  
Sign Name: Kathy M. Rangel  
Print Name: KATHY M. RANGEL  
My Commission Expires: 7-8-03  
Serial No. (None, if blank): 00852844  
[NOTARIAL SEAL]

OFFICIAL NOTARY SEAL  
KATHY M. RANGEL  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC852844  
MY COMMISSION EXP. JULY 8, 2003

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10/1/2002

10/1/2002  
Town of Miami Lakes  
Certified Copy

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Declaration of Restrictions  
Page 10

STATE OF FLORIDA }  
COUNTY OF MIAMI-DADE } ss:

The foregoing instrument was acknowledged before me this 4 day of OCTOBER, 2002 by BETTY L. DUNN who is personally known to me or produced a valid driver's license as identification.

Notary Public

Sign Name: Kathy M Rangel

Print Name: KATHY M RANGEL

My Commission Expires: 7-8-2003

Serial No. (None, if blank): CCP52844

[NOTARIAL SEAL]

OFFICIAL NOTARY SEAL  
KATHY M RANGEL  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC852844  
MY COMMISSION EXP. JULY 8, 2003

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10/1/2002

10 day of Oct 2002  
Town of Miami Lakes  
Certified Copy

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EXHIBIT "A"

LEGAL DESCRIPTION

Description of a portion of land being and lying in Section 16 Township 52 South, Range 40 East in Dade County, Florida, more particularly described as follows:

The southeast one quarter of Section 16, Township 52 South, Range 40 East;

Less

Commence at the southeast corner of the above mentioned Section 16, thence S89°34'49"W along the south line of Section 16 for a distance of 1441.84 feet to the point of beginning; thence N00°25'11"W for 140.00 feet; thence S89°34'49"W for 1203.11 feet to a point on the west line of the southeast quarter of Section 16; thence along said line S02°37'29"E a distance of 140.10 feet; thence N89°34'49"E for 1197.72 feet to the point of beginning.

Containing 156.20 acres more or less.

10 day of 11, 2011  
Town of Miami Lakes  
Certified Copy

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EXHIBIT "B"

LEGAL DESCRIPTION OF THE PROPOSED FIRE STATION SITE

A PORTION OF LAND LYING AND BEING AT THE SE ¼ OF SECTION 16,  
TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA;  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF SAID SECTION 16; THENCE S89°34'49"W,  
ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 FOR A  
DISTANCE OF 553.30 FEET TO A POINT; THENCE N00°25'11"W FOR 50.00 FEET  
TO THE POINT OF BEGINNING; THENCE CONTINUE N00°25'11"W FOR 205.00  
FEET; THENCE S89°34'49"W FOR 183.65 FEET; THENCE S 29°27'42"W FOR 32.70  
FEET; THENCE S00°25'11"E FOR 176.55 FEET TO A POINT ON A LINE 40 FEET  
NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SE ¼ OF  
SECTION 16; THENCE N89°34'49"E ALONG THE PREVIOUSLY DESCRIBED  
LINE FOR 200.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.94  
ACRES MORE OR LESS.

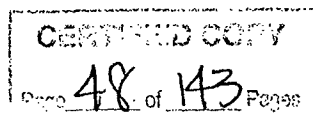
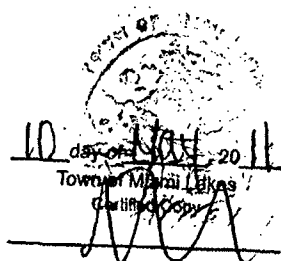
RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT

10 day of May 20  
Town of Miami Dade  
Certified Copy  
*[Signature]*

CERTIFIED COPY  
Page 47 of 143 Pages

## Exhibit 5

Resolution No. 06-01 Miami Dade County Historic Preservation Board  
(Includes sketch and legal of Archaeological Zone)





MIAMI-DADE COUNTY  
HISTORIC PRESERVATION BOARD  
STEPHEN P. CLARK CENTER  
111 N. W. FIRST STREET  
SUITE 695  
MIAMI, FLORIDA 33128  
305-375-4958  
Facsimile 305- 372-6394



CFN 2006R1366999  
OR Bk 25221 Pgs 3665 - 3668 (4pgs)  
RECORDED 12/26/2006 16:07:05  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

## MIAMI-DADE COUNTY HISTORIC PRESERVATION BOARD

### RESOLUTION NO. 06-01

#### Madden's Hammock Archaeological Zone Designation

WHEREAS, the Madden's Hammock Archaeological Zone contains well-preserved materials of scientific importance representing aboriginal and subsistence patterns over a period of at least 2500 years; and,

WHEREAS, the Madden's Hammock Archaeological Zone encompasses prehistoric archaeological resources of local and regional significance; and,

WHEREAS, the Madden's Hammock Archaeological Zone contains evidence of trade or contact between the Spanish and Tequesta; and,

WHEREAS, the Madden's Hammock Archaeological Zone contains the remains of prehistoric Native Americans; and,

WHEREAS, the Madden's Hammock Archaeological Zone meets the requirements for designation as described by criteria "a" and "d" of Section 16A-10 (I) of the Miami-Dade County Code; and,

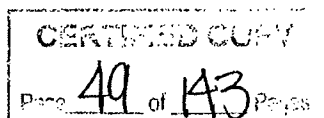
WHEREAS, the *Madden's Hammock Archaeological Zone Designation Report* dated June 2006 is incorporated by reference; and,

WHEREAS, the people of Miami-Dade County desire to protect and preserve those sites of outstanding historical and archaeological character; and,

#### NOW, THEREFORE, BE IT RESOLVED,

1. Madden's Hammock is designated as an archaeological zone pursuant to Chapter 16A-10 of the Miami-Dade County Historic Preservation Code.

10 MAY 2011  
Town of Miami Lakes  
Certified Copy



4



MIAMI-DADE COUNTY  
HISTORIC PRESERVATION BOARD  
STEPHEN P. CLARK CENTER  
111 N. W. FIRST STREET  
SUITE 695  
MIAMI, FLORIDA 33128  
305-375-4958  
Facsimile 305- 372-6394

**Madden's Hammock Archaeological Zone Designation**  
**Resolution No. 06-01**  
**Page 2 of 4**

2. The legal description of the Madden's Hammock Archaeological Zone is as follows: A portion of the West ½ of the SW ¼ of Section 15, Township 52 South, Range 40 East, lying and being in Miami-Dade County, Florida and being more particularly described as follows: Commence at the SW corner of the SW ¼ of Section 15, Township 52 South, Range 40 East, lying and being in Miami-Dade County, Florida. Thence run N89degrees43'56"E along the South line of the SW ¼ of Section 15, Township 52 South, Range 40 East a distance of 702.16 feet; thence N00degrees16'04"W a distance of 481.52 feet to the Point of Beginning; thence N43degrees15'37"E a distance of 181.46 feet; thence N17degrees09'29"W a distance of 149.27 feet; thence N06degrees37'52"W a distance of 47.90 feet; thence N22degrees30'42"W a distance of 115.04 feet; thence N27degrees58'33"E a distance of 159.55 feet; thence N27degrees56'45"W a distance of 59.15 feet; thence N68degrees01'42"W a distance of 106.04 feet; thence N46degrees40'57"W a distance of 127.11 feet; thence N69degrees20'00"W a distance of 150.32 feet; thence S77degrees34'39"W a distance of 149.42 feet; thence S09degrees39'40"W a distance of 152.09 feet; thence S02degrees13'38"W a distance of 165.35 feet; thence S13degrees34'10"E a distance of 97.70 feet; thence S25degrees53'09"E a distance of 121.31 feet; thence S40degrees46'50"E a distance of 86.07 feet; thence S53degrees11'42"E a distance of 88.02 feet; thence S59degrees57'10"E a distance of 264.43 feet to the Point of Beginning.

3. The Madden's Hammock Archaeological Zone designation will be subject to the following conditions:

a) No ground disturbing activities will be conducted within the archaeological zone boundaries, without first obtaining a Certificate of Appropriateness or Certificate to Dig, pursuant to Chapter 16A of the Miami-Dade County Historic Preservation Code.

b) Any removal of weeds within the archaeological zone or 100 feet outside of the archaeological zone boundaries will be conducted with a mower.

c) All ground disturbing activities (other than mowing) occurring 100 feet outside of the archaeological zone boundaries will be subject to monitoring by a professional archaeologist.

10/25/2011  
Town of Miami-Dade  
Certificate of Copy

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MIAMI-DADE COUNTY  
HISTORIC PRESERVATION BOARD  
STEPHEN P. CLARK CENTER  
111 N. W. FIRST STREET  
SUITE 695  
MIAMI, FLORIDA 33128  
305-375-4958  
Facsimile 305- 372-6394

**Madden's Hammock Archaeological Zone Designation**  
**Resolution No. 06-01**  
**Page 3 of 4**

d) All working cattle pens and central feeding areas will be placed outside of the archaeological zone boundaries.

e) The County Archaeologist will be allowed to conduct inspections of the site and of all ground disturbing activities by coordinating access to the site with the owner. The County Archaeologist shall provide a minimum of 72 hours written notice to the owner for access to the site, unless access is necessary to enforce provisions of the Code.

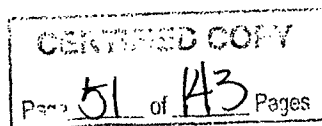
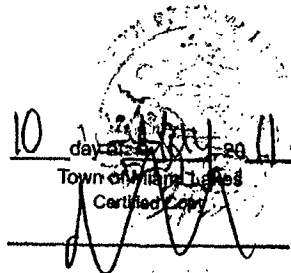


Alberta Godfrey, Chair  
Miami-Dade County Historic Preservation Board

Dec. 20, 2006  
Date

Prepared by:

  
Ivan A. Rodriguez, Director  
Office of Historic Preservation





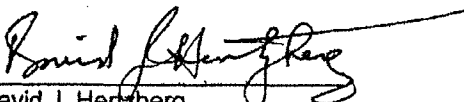
MIAMI-DADE COUNTY  
HISTORIC PRESERVATION BOARD  
STEPHEN P. CLARK CENTER  
111 N. W. FIRST STREET  
SUITE 695  
MIAMI, FLORIDA 33128  
305-375-4958  
Facsimile 305- 372-6394

Madden's Hammock Archaeological Zone Designation  
Resolution No. 06-01  
Page 4 of 4

<u>Board Members</u>	<u>Vote</u>	<u>Board Members</u>	<u>Vote</u>
Adriana Cantillo	absent	Armando Gutierrez, Jr.	yes
Ruth Campbell	yes	Hyacinth O. Johnson	absent
Richard Cohen	yes	Robert L. McKinney	yes
Paul George	absent	JoEllen Phillips	yes
Alberta Godfrey, Chair	yes	Enid Pinkney	yes

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

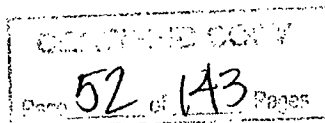
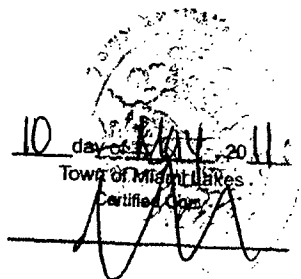
The foregoing instrument was acknowledged before me on Wednesday, December 20, 2006 by Alberta Godfrey, Chair, Miami-Dade County Historic Preservation Board.

  
David J. Hertzberg



David J. Hertzberg  
My Commission DD267682  
Expires January 09, 2008

Personally Known Yes  
OR Produced Identification N/A Type of Identification Produced N/A.



**SKETCH OF  
DR. CARR ARCHAEOLOGICAL  
SURVEY AREA**

**LEGAL DESCRIPTION:**

A PORTION OF THE WEST 1/2 OF THE SW 1/4 OF SECTION 15, TOWNSHIP 52 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE SW 1/4 OF SECTION 15, TOWNSHIP 52 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA. THENCE RUN N89°43'58"E ALONG THE SOUTH LINE OF THE SW 1/4 OF SECTION 15, TOWNSHIP 52 SOUTH, RANGE 40 EAST A DISTANCE OF 702.16 FEET; THENCE N00°18'04"W A DISTANCE OF 481.52 FEET TO THE POINT OF BEGINNING; THENCE N43°15'37"E A DISTANCE OF 181.46 FEET; THENCE N17°08'28"W A DISTANCE OF 149.27 FEET; THENCE N06°37'52"W A DISTANCE OF 47.90 FEET; THENCE N22°30'42"W A DISTANCE OF 115.04 FEET; THENCE N27°58'33"E A DISTANCE OF 159.55 FEET; THENCE N27°58'45"W A DISTANCE OF 59.15 FEET; THENCE N88°01'42"W A DISTANCE OF 108.04 FEET; THENCE N46°40'57"W A DISTANCE OF 127.11 FEET; THENCE N69°20'00"W A DISTANCE OF 150.32 FEET; THENCE S77°34'39"W A DISTANCE OF 149.42 FEET; THENCE S09°39'40"W A DISTANCE OF 152.09 FEET; THENCE S02°13'38"W A DISTANCE OF 165.35 FEET; THENCE S13°34'10"E A DISTANCE OF 97.70 FEET; THENCE S25°53'09"E A DISTANCE OF 121.31 FEET; THENCE S40°48'50"E A DISTANCE OF 88.07 FEET; THENCE S53°11'42"E A DISTANCE OF 88.02 FEET; THENCE S59°57'10"E A DISTANCE OF 284.43 FEET TO THE POINT OF BEGINNING.

**SURVEYOR'S NOTES:**

- 1) This is not a BOUNDARY SURVEY, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction is based on SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST, of the Public Records of Miami-Dade County, Florida.
- 3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- 4) There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- 5) No Title search has been performed to determine if there are any conflict existing or arising out of the creation of the Easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

**SURVEYOR'S CERTIFICATE:**

I Heraby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 61G17-6, Florida Administrative Code.

Field Date: October 6, 2006

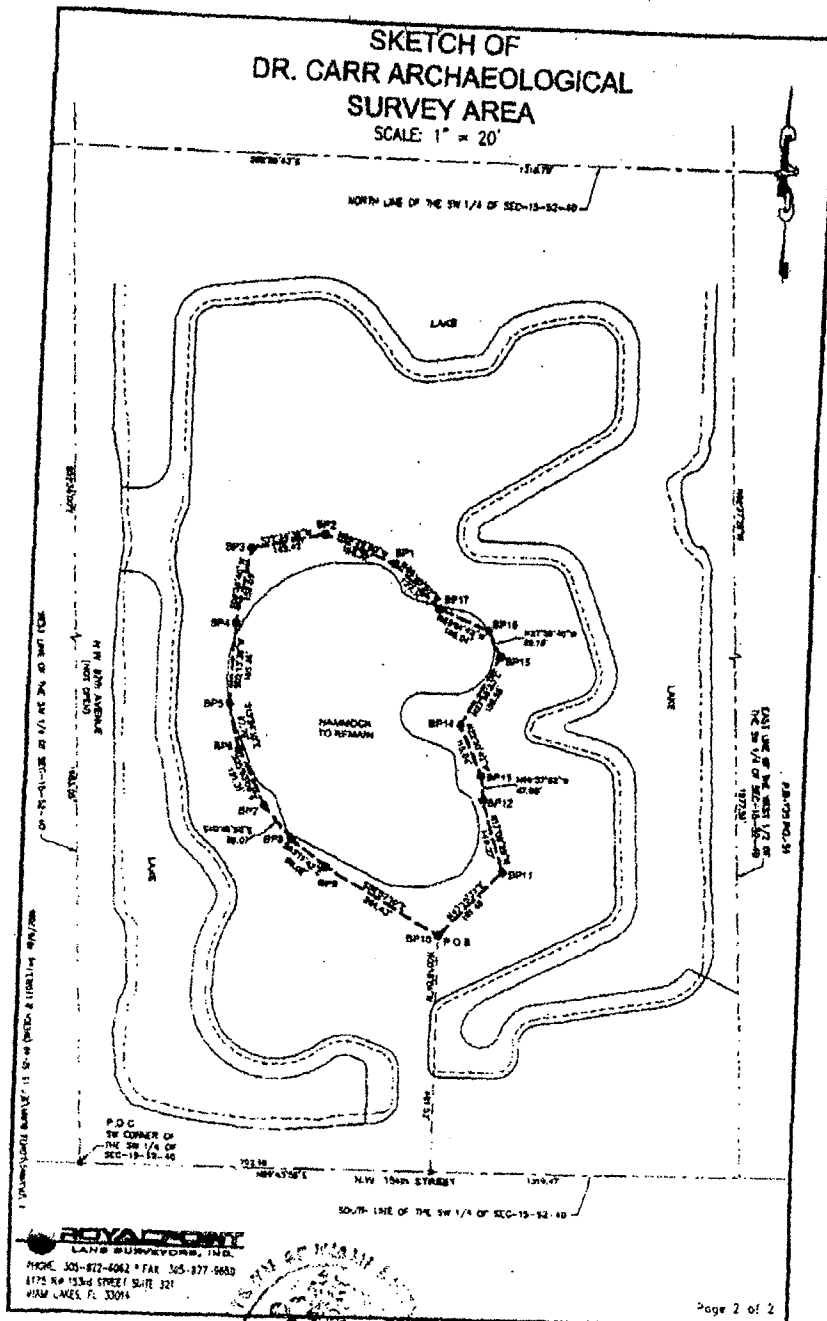
**Pablo J. Alfonso P.S.M.**  
Professional Surveyor & Mapper  
State of Florida Reg. No. 5880

**ROYAL POINT**  
LAND SURVEYORS, INC.  
8175 NW 153<sup>RD</sup> STREET, SUITE 201, MIAMI LAKES, FLORIDA 33014  
PH: 305-827-9662 FAX: 305-827-9660

Page 1 of 2

10 days of 2010  
Town of Miami Lakes  
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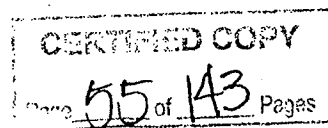
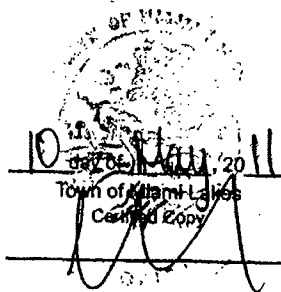


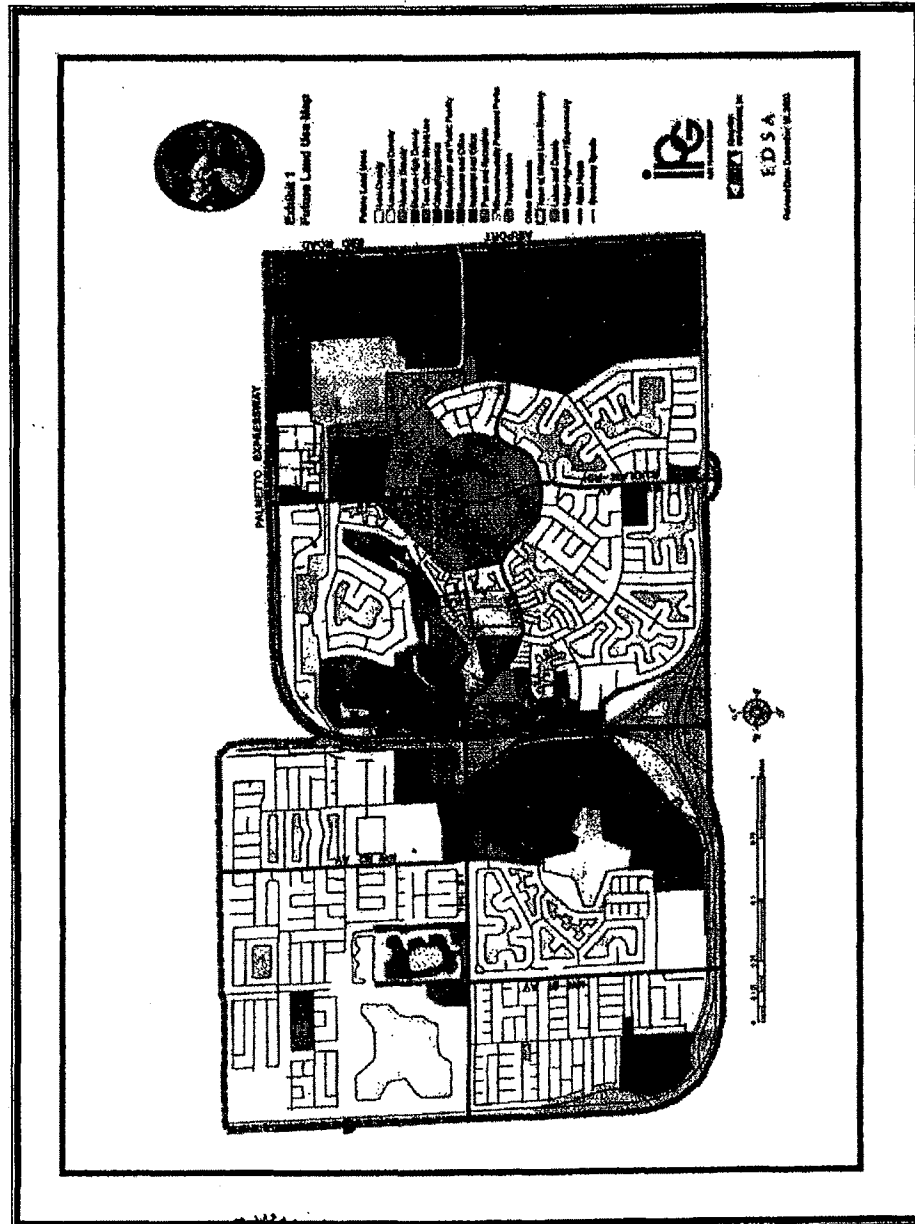
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# Exhibit 6

Future Land Use Map





Town of Miami Lakes

1-2

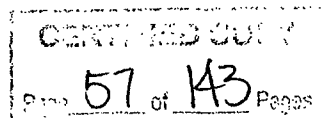
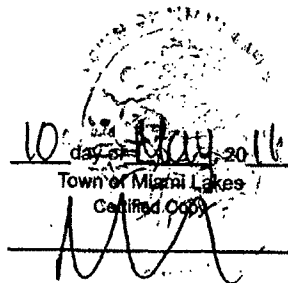
2003 Comprehensive Plan  
Adopted Plan: 12/19/03

10 day of May 2011  
Town of Miami Lakes  
Certified Copy

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Page 56 of 143

# Exhibit 7

Settlement Agreement



IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT OF FLORIDA  
IN AND FOR MIAMI-DADE COUNTY

GENERAL JURISDICTION DIVISION

CIVIL ACTION NO: 08-51917 CA 20

Parcels 1, 1A and 5

MIAMI-DADE COUNTY, a political  
Subdivision of the State of Florida,  
Petitioner,

-vs-

THE GENET FAMILY LIMITED  
PARTERSHIP NO. 2, a Florida  
Limited Liability Company, et al.,

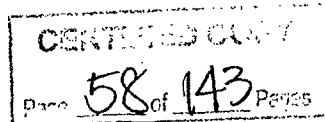
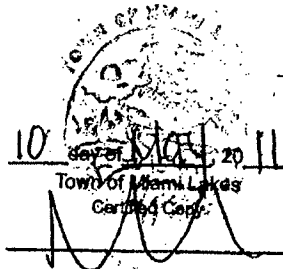
Defendants.

SETTLEMENT AGREEMENT AS TO PARCELS 1, 1A AND 5

It is stipulated and agreed by and between Petitioner,  
Miami-Dade County, and the Respondents, Betty L. Dunn,  
Individually and as Personal Representative of the Estate of  
Lowell S. Dunn (collectively "Dunn") (Owners of Parcels 1 and 1A),  
F69-1, a Florida Limited Liability Company ("F-69") (Owner of  
Parcel 5), and F71-1, LLC, a Florida Limited Liability Company,  
that:

1. Parties hereto waive trial by jury in the above-styled  
cause, and consent to the immediate entry of Final Judgment  
vesting fee simple title as to Parcel Nos. 1, 1A, and 5 as same

-1-





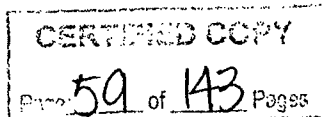
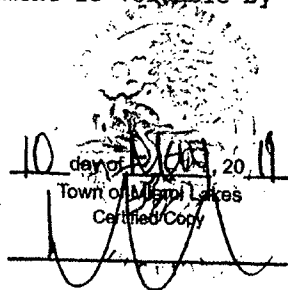
are described in the Petition in County Eminent Domain Proceedings (the "Parcels"), subject to the conditions herein,

2. The Final Judgment shall convey all right, title and interest in the Parcels to Petitioner, Miami-Dade County. Such Final Judgment shall also convey the right to immediate possession in and to the Parcels to Petitioner.

2. Petitioner shall pay no compensation at this time for the Parcels; provided however that if the remainder property is developed including folio numbers 32-2016-000-0020 and 32-2015-001-0500, pursuant to a proposed development agreement between the Respondents and the Town of Miami Lakes, within the time period set forth within such development agreement, Miami-Dade County shall pay for traffic related impact fees assessed by Miami-Dade County at that time for the development of the remainder property. Notwithstanding the amount of the Miami-Dade County impact fees payable at such time, payment by Miami-Dade County will be capped at \$3,060,000, with Respondents or its successors or assigns responsible for paying any balance due.

3. This settlement is contingent upon the approval of the development agreement between Respondents and the Town of Miami Lakes. Respondents agree to provide Petitioner with the approved development agreement within five days of its approval. This settlement is voidable by Petitioner, in its discretion, at any

-2-



time prior to entry of a Stipulated Final Judgment in this matter by providing Respondents with written notice of same. This settlement is contingent upon full and binding approval of the Board of County Commissioners of Miami-Dade County, Florida.

4. This settlement includes all damages of any nature of Respondents for which Petitioner might otherwise be liable in this proceeding, and includes all claims and counterclaims arising from the acquisition of Parcels 1, 1A, and 5, and includes, but is not limited to, any claims by F71-1, LLC, a Florida Limited Liability Company, Torres & Torres Construction, Inc., a Florida corporation, the State of Florida Department of Revenue, and the Town of Miami Lakes related to the acquisition of these parcels, but is exclusive of Respondents' attorney's fees, experts fees, and costs, if any, for which the Court will reserve jurisdiction to award.

5. Upon entry of the final judgment in this cause, it is agreed by the parties that Respondents shall pay all liens with respect to the Parcels, and all taxes prorated to the date of taking with respect to the Parcels within ten days of Petitioner providing Respondents the prorated amount due.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

R.A. CUEVAS, JR.  
Miami-Dade County Attorney  
Stephen P. Clark Center  
111 N.W. 1<sup>st</sup> Street, #2810

-3-

10 day of March 2011  
Town of Miami Lakes  
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Miami FL 33128

By: 

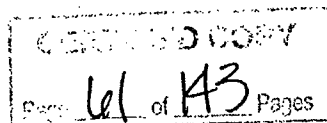
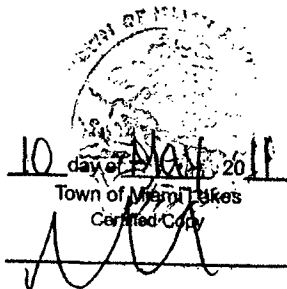
DEBRA HERMAN, ESQ.  
Assistant County Atty  
Fla. Bar No. 818658  
Tel: 305/375-5151  
Fax: 305/375-5634  
Email: dherman@miamidade.gov

BRIGHAM MOORE, LLP.  
Attorneys for Dunn, F71-1, LLC and  
F69-1, LLC  
2525 Ponce de Leon Boulevard  
Suite 625  
Coral Gables FL 33134

By: 

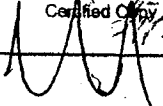
Juan M. Muniz, Esq.  
Fla. Bar No. 133329  
Tel: 305/858-2400  
Fax: 305/858-5828  
Email: jmuniz@brighammoore.com

-4-



## Exhibit 8

### Terms of Covenant for Limited Public Access

10 day of MAY 20 11  
Town of Miami Lakes  
Certified Copy  


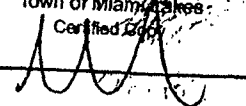
COPIED COPY  
62 of 143 Pages

EXHIBIT 8

Limited Public Access to Madden's Hammock

Upon the Town's exercise of the right of first refusal as set forth in the Development Agreement or prior to the issuance of the first building permit for a Principal Structure for Parcel B, the Owner shall negotiate the terms of a covenant running with the land with the Town that shall be recorded into the Public Records of Miami-Dade County that, at a minimum, limits public access as follows:

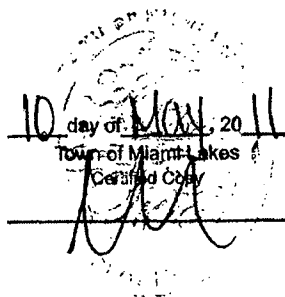
1. Hours of Visitation – The hours and days in which Miami Lakes residents are permitted to visit Madden's Hammock shall be limited to protect the "Archaeological Zone" and the unique resource area and ensure compatibility with adjacent residential uses.
2. Uses – The uses permitted within Madden's Hammock shall be limited to educational study and passive recreational activity by pedestrians only. No animals, equipment, vehicles, noise-making devices or littering shall be permitted.
3. Special Requests – A reasonable process to secure permission from the Owner (or successor Homeowner Association) and the Town for any groups in excess of ten individuals at one time for educational purposes, such as school field trips, or archaeological expeditions shall be established. Special requests may be approved, approved with conditions, such as a deposit or supervision, or denied.
4. Geographic Extent of Access – Pedestrian access shall be limited to raised walkways or similar facilities developed for such park purposes. Access to areas in the "Archaeological Zone" beyond the walkways shall be limited except as approved via the special request process.

10 day of MAY 20 11  
Town of Miami Lakes  
Certified Copy  


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Page 63 of 143 Pages

## Exhibit 9

Traffic Impact Analysis JMD Engineering, Inc. (February 28, 2011 and March 4, 2011)



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64 of 143 Pages



JMD ENGINEERING, INC.

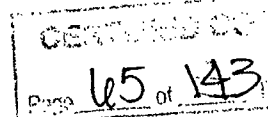
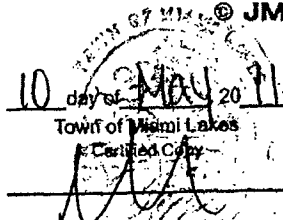
## TRAFFIC IMPACT ANALYSIS

**DUNNWOODY LAKE &  
DUNNWOODY FOREST**

**MIAMI LAKES, FLORIDA**

**BM-09-15  
FEBRUARY 2011**

© JMD ENGINEERING, INC.



12775 FOREST HILL BOULEVARD, SUITE 1207, WELLINGTON, FL 33414  
PHONE 561-383-5595 FAX 561-383-5596



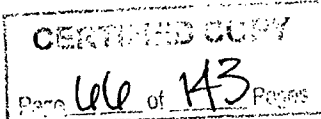
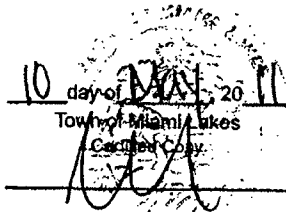
JMD ENGINEERING, INC.

## TRAFFIC IMPACT ANALYSIS

### DUNNWOODY LAKE & DUNNWOODY FOREST MIAMI LAKES, FLORIDA

BM-09-15  
FEBRUARY 28, 2011  
© JMD ENGINEERING, INC.

John M. Donaldson, P.E.  
Florida Registration Number 40568

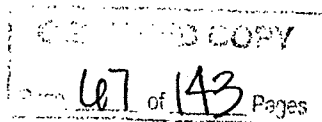
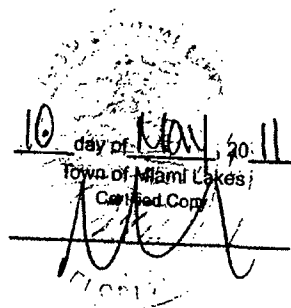


12773 FOREST HILL BOULEVARD, SUITE 1207, WELLINGTON, FL 33414  
PHONE 561-383-5595 FAX 561-383-5598



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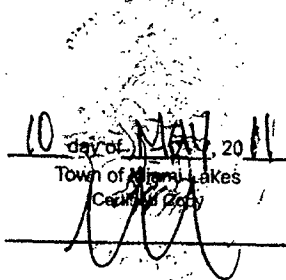


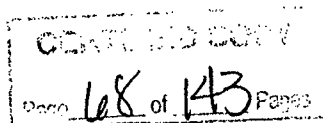
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## INTRODUCTION

Dunnwoody Lake is a proposed mixed-use development (residential and retail) proposed on the northwest corner of NW 154<sup>th</sup> Street and NW 87<sup>th</sup> Avenue and Dunnwoody Forest is a proposed single family development at the northeast corner of NW 154<sup>th</sup> Street and NW 87<sup>th</sup> Avenue in the Town of Miami Lakes, Florida. The location of the proposed projects is illustrated in Figure 1.

JMD Engineering, Inc. was retained by the owner to perform a traffic concurrency study in connection with the proposed projects that meets Chapter 10.2 Traffic Concurrency Management Program (TCMP) requirements of the Town of Miami Lakes Land Development Code. This study addresses trip generation, access to the site, internal site capture, and the traffic impacts created by the proposed development on the adjacent transportation network. A pre-application conference was held with town representatives and their traffic consultant and a scope was agreed upon for this analysis as required in the TCMP. (See Appendix A). In addition, this report was revised to address specific comments from Town of Miami Lakes staff and their traffic consultant. A list of comments and responses to the comments can be found in Appendix A.

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## INVENTORY

### Existing Land Use

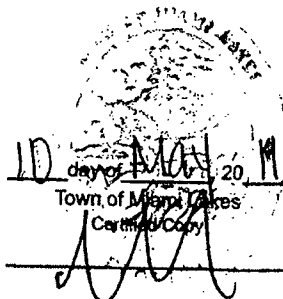
The project sites are currently vacant

### Proposed Land Use and Access

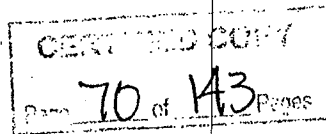
Proposed for the Dunnwoody Lake site is a retail shopping center with a gross building area of 140,000 square feet, 256 single-family detached homes and 253 townhomes. Access to the site will be provided via two driveways on NW 154<sup>th</sup> Street and three driveways on NW 87<sup>th</sup> Avenue. For purposes of this traffic study, the project is anticipated to be built and fully occupied by the year 2030. It is anticipated that the commercial phase of the site will be built first and completed by 2015. The residential phase will began upon completion of the commercial phase and completed by 2030.

Proposed for the Dunnwoody Forest site is an 84 unit single family residential development with a driveway access to NW 154<sup>th</sup> Street and a driveway access to NW 87<sup>th</sup> Avenue. For purposes of this traffic study, the project is anticipated to be built and fully occupied by the year 2030

A copy of the previously submitted site plans for the projects is located in Appendix B of this report.



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## EXISTING CONDITIONS

### Roadway System

The roadway system located in the vicinity of the proposed project includes NW 154<sup>th</sup> Street (Miami Lakes Drive), NW 87<sup>th</sup> Avenue, NW 89<sup>th</sup> Avenue, NW 162<sup>nd</sup> Street, NW 82<sup>nd</sup> Avenue, NW 79<sup>th</sup> Avenue and NW 77<sup>th</sup> Court.

NW 154<sup>th</sup> Street (Miami Lakes Drive) is a major east-west roadway with two through lanes in each direction (four-lane divided facility) from the Palmetto Expressway to NW 83<sup>rd</sup> Avenue. From NW 83<sup>rd</sup> Avenue west to I-75 it is a two lane section. NW 154<sup>th</sup> Street has a posted speed limit of 35 miles per hour.

NW 170<sup>th</sup> Street is a two lane east-west facility with a posted speed limit of 30 miles per hour.

NW 79<sup>th</sup> Avenue is a two lane north-south facility with a posted speed limit of 30 miles per hour.

NW 77<sup>th</sup> Court (Frontage Road) is a two lane north-south facility with a posted speed limit of 30 miles per hour. This roadway is located immediately west of The Palmetto Expressway.

NW 89<sup>th</sup> Avenue is a two-lane local street oriented in the north-south direction and is located south of the project site. There is a posted speed of 30 miles per hour.

NW 87<sup>th</sup> Avenue borders the project site. Miami-Dade County has a portion of the facility (from NW 154<sup>th</sup> Street to NW 186<sup>th</sup> Street) in their five year plan as a widening project. This will make NW 87<sup>th</sup> Avenue a four lane divided facility within the Town of Miami Lake municipal limits.

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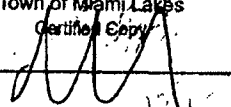
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## Intersections

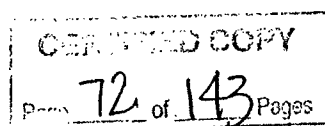
As documented in the traffic analysis section of this report, the proposed mixed use development will significantly impact the segments of NW 154<sup>th</sup> Street (Miami Lakes Drive) between I-75 and the Palmetto Expressway as well as NW 87<sup>th</sup> Avenue from I-75 to NW 170<sup>th</sup> Street and NW 82<sup>nd</sup> Avenue from NW 154<sup>th</sup> Street north to NW 170<sup>th</sup> Street. The signalized intersections located on the affected roadway segments which carry two percent or more of the adopted levels of service threshold capacity were selected for analysis purposes. These intersections include the following:

1. NW 154<sup>th</sup> Street & NW 79<sup>th</sup> Avenue
2. NW 154<sup>th</sup> Street & NW 82<sup>nd</sup> Avenue
3. NW 154<sup>th</sup> Street & NW 87<sup>th</sup> Avenue
4. NW 87<sup>th</sup> Avenue & NW 146<sup>th</sup> Street
5. NW 87<sup>th</sup> Avenue & Industrial Way
6. NW 162<sup>nd</sup> Street & NW 82<sup>nd</sup> Avenue
7. NW 170<sup>th</sup> Street & NW 87<sup>th</sup> Avenue
8. NW 170<sup>th</sup> Street & NW 82<sup>nd</sup> Avenue

Figure 2 depicts roadways and signalized intersections located within the study area of the proposed project and required to be analyzed in this study.

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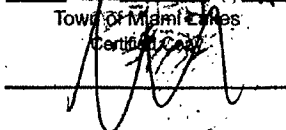


## TRAFFIC COUNTS

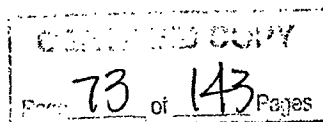
JMD Engineering, Inc. collected intersection turning movement counts and 24 hour link traffic counts at the following locations:

1. NW 154<sup>th</sup> Street & NW 87<sup>th</sup> Avenue – Signalized (06/10)
2. NW 154<sup>th</sup> Street & NW 82<sup>nd</sup> Avenue – Signalized (12/10)
3. NW 170<sup>th</sup> Street & NW 82<sup>nd</sup> Avenue – Signalized (12/10)
4. NW 87<sup>th</sup> Avenue & Industrial Way – Signalized (06/10)
5. NW 87<sup>th</sup> Avenue & NW 146<sup>th</sup> Street – Signalized (06/10)
6. NW 82<sup>th</sup> Avenue & NW 162<sup>nd</sup> Street – Signalized (06/10)
7. NW 87<sup>th</sup> Avenue & NW 170<sup>th</sup> Street – Stopped Controlled (12/10)
8. NW 87<sup>th</sup> Avenue North of I-75 – 24 Hour Tube Count (06/10)
9. NW 87<sup>th</sup> Avenue South of NW 154<sup>th</sup> Street – 24 Hour Count (06/10)
10. NW 87<sup>th</sup> Avenue North of NW 170<sup>th</sup> Street – 24 Hour Count (06/10)
11. NW 82<sup>nd</sup> Avenue North of 154<sup>th</sup> Street – 24 Hour Count (06/10)
12. NW 82<sup>nd</sup> Avenue North of 162<sup>nd</sup> Street – 24 Hour Count (06/10)
13. NW 154<sup>th</sup> Street West of NW 87<sup>th</sup> Avenue – 24 Hour Count (06/10)
14. NW 170<sup>th</sup> Street East of NW 87<sup>th</sup> Avenue – 24 Hour Count (06/10)
15. NW 79<sup>th</sup> Avenue North of NW 155<sup>th</sup> Street – 24 Hour Count (06/10)

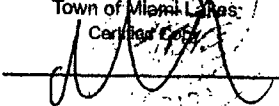
In addition, the Town of Miami Lakes provided count data from their records including the count data from the "Traffic Operational Analysis Report for NW 154<sup>th</sup> Street and Palmetto Expressway" collected by Gannett Fleming in December 2009 and the "Miami Lakes West Fire Rescue Station" with counts collected in November 2009. Please note that the June 2010 counts were made when school was not in session. Additional counts taken in December 2010 indicate that an additional 10% factor should be applied to the June 2010 AM Peak Hour counts to reflect typical conditions as shown in Appendix C. The appropriate FDOT peak seasonal factors will be added to this.

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The turning movement counts and 72-hour tube count locations are shown in Figure 3 and are summarized in Appendix C. Appendix C also contains the raw count data as collected by JMD Engineering, Inc. as well as counts conducted by others and provided by the Town of Miami Lakes. The signal-timing plans for the signalized intersections are included in Appendix D of this report.

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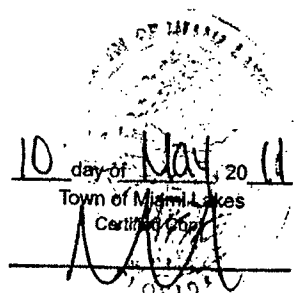


## TRIP GENERATION

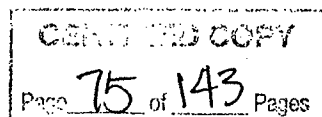
The trip generation for the project was based on information contained in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual* (8<sup>th</sup> Edition). Table 1 summarizes the trip generation associated with the proposed Dunnwoody Lake Mixed-Use development while Table 1A summarizes the Dunnwoody Forest projected trip generation.

As indicated in Table 1, the gross trips anticipated to be generated by the proposed Dunnwoody Lake project consists of 12,362 daily trips, 485 trips during the AM peak hour, and 1,171 trips during the PM peak hour. Gross trips were reduced by internal capture (Appendix I) and pass-by rates published by ITE and the methodology agreed upon during the pre-application and project scoping process as well as a subsequent meeting after the first report submittal. The internal capture calculated was 2,600 daily trips, 44 AM peak hour trips and 244 PM peak hour trips and there were 2,524 daily, 59 AM peak hour and 242 PM peak hour pass-by trips. Therefore, the net external trips associated with the proposed development are 7,238 daily trips, 382 trips during the AM peak hour, and 705 trips during the PM peak hour which impact the adjacent roadway network.

For Dunnwoody Forest, the net external trips associated with the proposed development are 886 daily trips, 69 trips during the AM peak hour, and 90 trips during the PM peak hour which impact the adjacent roadway network.



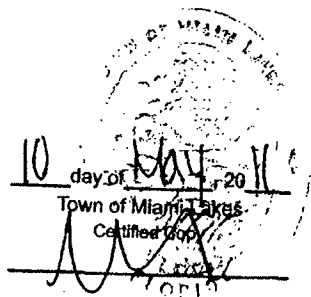
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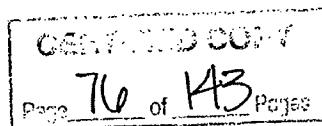
## TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT

The trip distribution and traffic assignment for the proposed Dunnwoody Lake Mixed-Use development and Dunnwoody Forest residential development was based on Miami-Dade County's cardinal distribution information for the study area (Traffic Analysis Zone 11) which is included in Appendix E. Examination of the existing/future surrounding roadway network characteristics, review of existing/future current traffic volumes, and existing/future land use patterns were utilized to assign the traffic to the adjacent roadway network. Table 2 summarizes the county's cardinal distribution data for traffic zone 11, which is the location of the subject project.

Using the trip distribution documented in Table 2 and supplementing with the location of approved and developed projects in the study area and a physical inspection of roadway network within the study area, the proposed project was assigned to the project driveways and nearby transportation network. The project traffic assignment is illustrated in Figures 4, 5 and 6.



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## TRAFFIC ANALYSIS

### Determination of Significance

A determination of significance was undertaken for the proposed projects independently. However, both projects will be analyzed concurrently and the impacts of each development will be analyzed based on the sum of project traffic. A significantly impacted link is defined as a roadway segment where the net peak hour external project traffic equals or exceeds one percent (1%) of the service volume at the applicable level of service standard. This significance analysis is presented in Tables 3 and 3A for the AM peak hour and Tables 4 and 4A for the PM peak hour.

### Future Conditions Traffic Volumes

Future traffic volumes (Year 2030) were developed. The first set includes project build-out conditions without the proposed project and the second set adds the project anticipated to be generated by the Dunnwoody Lake and Dunnwoody Forest developments.

In order to develop year 2030 traffic volumes without the proposed projects, two separate analyses were undertaken. The first analysis converts the existing AM and PM peak hour traffic counts collected in the field to peak season conditions based on FDOT's Peak Season Factor Category report (refer to the Appendix F). The second analysis includes a growth factor to project 2010 peak season traffic volumes to the year 2030 as well as the addition of approved, but un-built project traffic (as supplied by the Town of Miami Lakes and shown in Appendix G). Based on traffic growth data for several traffic count station located near the project site and inside the study area, traffic has grown (Year 2007 to Year 2010) at a flat rate compounded annually, within the project's study area (refer to Appendix F). Hence, a 0.5% growth rate, compounded annually, was assumed for the study area for the twenty year build out period.

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### **Diversion Analysis and NW 87<sup>th</sup> Avenue Traffic Projections**

As previously discussed, the proposed Dunnwoody Lake and Dunnwoody Forest projects each have a build-out date of 2030. During this time, a roadway improvement that will significantly impact the traffic patterns on the west side of the Town of Miami Lakes will occur. This improvement is the widening of NW 87<sup>th</sup> Avenue to a four lane divided section from NW 154<sup>th</sup> Street north to NW 186<sup>th</sup> Street. This widening includes the construction of the "missing link" of NW 87<sup>th</sup> Avenue from NW 154<sup>th</sup> Street to NW 162<sup>nd</sup> Street.

In order to help determine what impacts this construction would have on traffic patterns in the study area, a FSUTMS model run was conducted with and without NW 87<sup>th</sup> Avenue from NW 154<sup>th</sup> Street to NW 162<sup>nd</sup> Avenue. The resulting FSUTMS model runs and select link analysis of NW 87<sup>th</sup> Avenue and NW 154<sup>th</sup> Avenue (included in the Appendix H) as well as reviewing current traffic patterns based on counts taken at critical locations where the diversions will occur indicated the following:

1. No significant reduction in two-way peak hour traffic in the study area is anticipated east of 79<sup>th</sup> Avenue.
2. NW 82<sup>nd</sup> Avenue will see a decrease of approximately 40% as traffic shifts to the west to utilize the fully functional NW 87<sup>th</sup> Avenue. A reduction of 40 % of the existing counts was applied to appropriate movements at NW 154<sup>th</sup> Street and NW 82<sup>nd</sup> Avenue.
3. NW 79<sup>th</sup> Avenue will see a decrease of approximately 10% as traffic shifts to the west to utilize the fully functional NW 87<sup>th</sup> Avenue. A reduction of 10 % of the existing counts was applied to appropriate movements at NW 154<sup>th</sup> Street and NW 79<sup>th</sup> Avenue.
4. The northbound right turns and westbound left turn movements at NW 154<sup>th</sup> Street and NW 87<sup>th</sup> Avenue were reduced based on the other diversions of existing traffic. In addition, the southbound left turn and westbound right turn were increased as appropriate.

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5. The remainder of the "new" traffic on NW 87<sup>th</sup> Avenue will come from locations outside the Town of Miami Lakes. For example, traffic that presently travels on NW 186<sup>th</sup> Street that wishes to travel south will be diverted to NW 87<sup>th</sup> Avenue.

Instead of attempting to build the projected opening day peak hour and 24-hour traffic volumes on NW 87<sup>th</sup> Avenue solely from the diversion analysis, it was decided to utilize the results of a previous study submitted to the Miami-Dade Metropolitan Planning Organization (MPO) in 2007. The study, "Arterial Grid Analysis Study" by Kimley-Horn and Associates, Inc. in which the "missing link" was included and a Year 2015 24-hour traffic volume was developed. This 24 hour volume was converted to AM and PM peak hour directional volumes for use in this study based on the count data collected as a part of this study. Fifteen years of growth at 0.50% a year was then added to give the 2030 background traffic used in this analysis. The appropriate sections of the "Arterial Grid Analysis Study" are included in the Appendix H.

Figures 7 through 10 depict traffic volumes for the study area. Figure 7 depicts existing (2010) peak season volumes, Figure 8 illustrates the diversion of traffic, Figures 9 and 9A shows the additional traffic anticipated to be generated by the Dunnwoody Lake Mixed-Use development and the Dunnwoody Forest development while Figure 10 shows the total traffic anticipated for the Year 2030.

#### Project Traffic Volumes

The project traffic for each assigned to the adjacent roadway network and intersections for the AM peak hour and the PM peak hour. These volumes were added to the existing, growth and diverted traffic to obtain 2030 total traffic volumes. The intersection volume development worksheets are included in the Appendix J of this report.

#### Level of Service Analyses

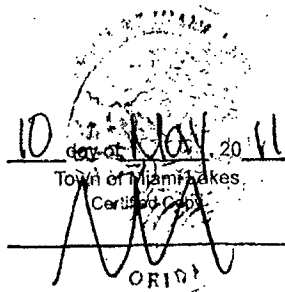
Roadway link and intersection capacity/level of service analyses were performed for the required links and intersections located within the project study area. The analyses were undertaken following the capacity/level of service procedures outlined in the Highway

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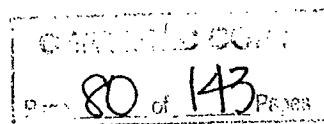
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Capacity Manual utilizing Synchro 7. The results of the link capacity analyses are summarized in Tables 5 through 10 while the intersection analyses are shown in Tables 11 through 16. Appendix K contains the computer printouts of the intersection capacity analyses utilizing Synchro 7.



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The link analysis indicated that the following links were over capacity in the Year 2030.

- NW 154<sup>th</sup> Street from NW 87<sup>th</sup> Avenue to SR 826
- NW 87<sup>th</sup> Avenue from NW 147<sup>th</sup> Terrace to NW 138<sup>th</sup> Street
- NW 82<sup>nd</sup> Avenue from NW 154<sup>th</sup> Street to NW 162<sup>nd</sup> Street

The intersection analysis indicated that the following intersections were operating at an unacceptable level of service in the Year 2030:

- NW 154<sup>th</sup> Street & NW 82<sup>nd</sup> Avenue
- NW 154<sup>th</sup> Street & NW 79<sup>th</sup> Avenue
- NW 138<sup>th</sup> Street & NW 87<sup>th</sup> Avenue

In order to provide adequate levels of service on these links and at these intersections, the following link improvement is required:

- ♦ Widen NW 154<sup>th</sup> Street to four lanes from NW 83<sup>rd</sup> Avenue west to NW 87<sup>th</sup> Avenue
- ♦ Add an additional southbound left turn lane a separate eastbound right turn lane and a separate westbound right turn lane at NW 154<sup>th</sup> Street & NW 82<sup>nd</sup> Avenue
- ♦ Along NW 154<sup>th</sup> Street, add an additional eastbound through lane from NW 79<sup>th</sup> Court west to NW 77<sup>th</sup> Court
- ♦ Add an additional southbound left turn lane at NW 154<sup>th</sup> Street and NW 79<sup>th</sup> Avenue
- ♦ Add a separate northbound right turn lane at NW 138<sup>th</sup> Street and NW 87<sup>th</sup> Avenue

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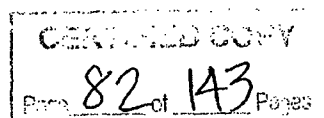
### Project Access

Access to the Dunnwoody Lake project will be provided via two full-access driveways on NW 154<sup>th</sup> Street and three driveways on NW 87<sup>th</sup> Avenue. Figure 11 presents the projected turning movement volumes at the project driveways. Although projected volumes do not warrant signalization, the site driveway at NW 154<sup>th</sup> Street and NW 89<sup>th</sup> Avenue should continue to be monitored for signalization prior to build out of the residential element of the proposed project.

Access to Dunnwoody Forest will be provided via one driveway on NW 154<sup>th</sup> Street and one driveway on NW 87<sup>th</sup> Avenue. Figure 11A presents the projected turning movement volumes at the project driveways.

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## CONCLUSIONS AND RECOMMENDATIONS

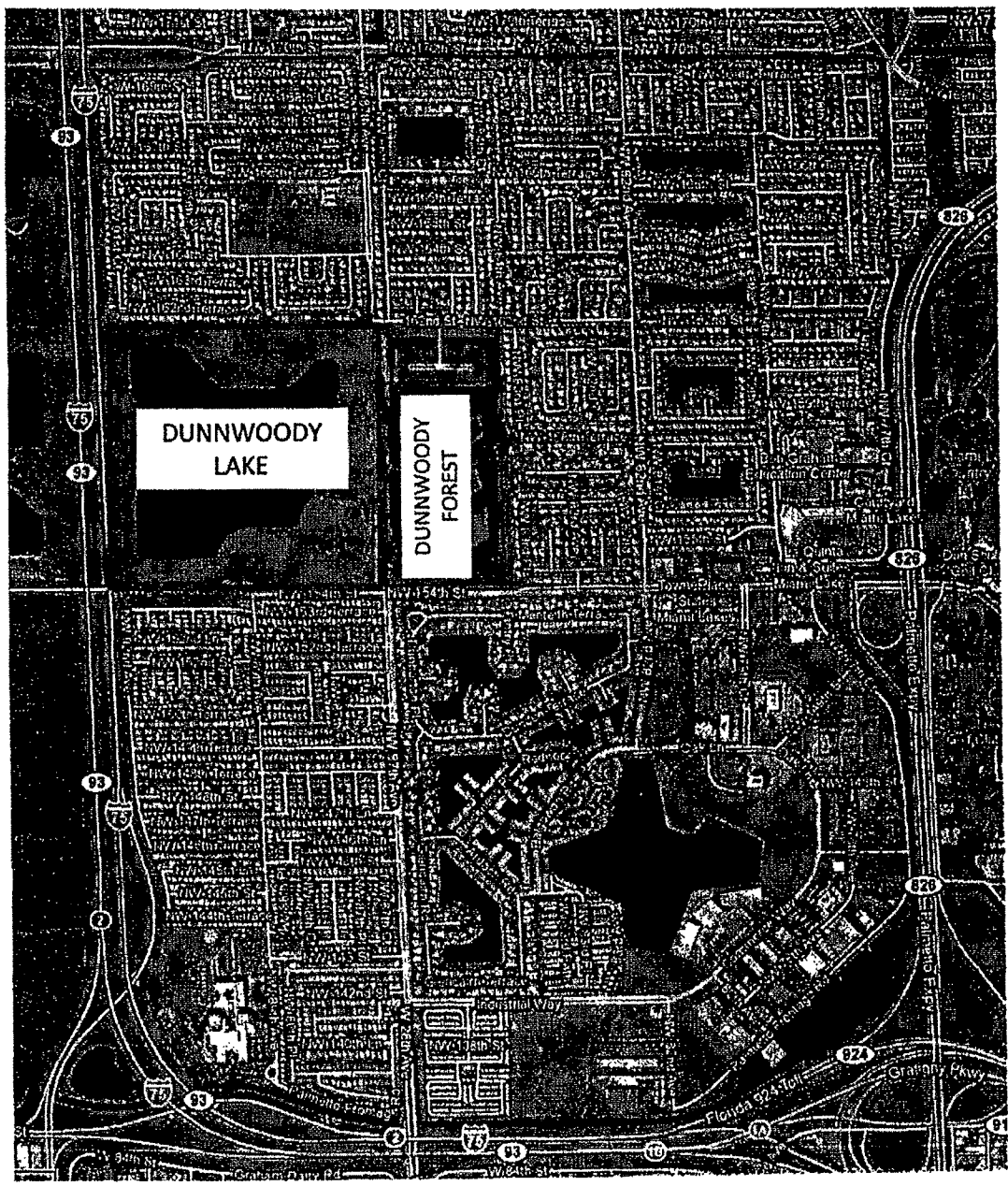
Dunnwoody Lake Mixed-Use development is a proposed mixed use project planned to be located on the north side of NW 154<sup>th</sup> Street west of NW 87<sup>th</sup>. The project site is currently vacant. The proposed Dunnwoody Lake Mixed-Use development is anticipated to generate a net of 7,238 daily trips, approximately 382 AM peak hour trips, and approximately 705 trips during PM peak hour. Dunnwoody Forest is an 84 unit residential project and the net external trips associated with the proposed development are 886 daily trips, 69 trips during the AM peak hour, and 90 trips during the PM peak hour which impact the adjacent roadway network


Without the recommended improvements, the intersections of NW 154<sup>th</sup> Street and NW 82<sup>nd</sup> Avenue and well as NW 154<sup>th</sup> Street and NW 79<sup>th</sup> Avenue would operate below acceptable levels of service. In fact, this holds true without the proposed project in place. However, with signal timing adjustments and the improvements recommended, all links and intersections significantly impacted are projected to operate at acceptable levels of services in the year 2030 with the proposed project Dunnwoody Lake and Dunnwoody Forest projects in place. Therefore, the proposed Dunnwoody Lake and Dunnwoody Forest projects will meet the TCMP requirements of the Town of Miami Lakes with the recommended improvements.

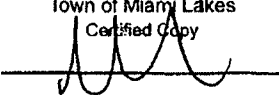
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 ENGINEERING, INC.	<b>PROJECT LOCATION MAP</b>	<b>FIGURE 1</b> <b>DUNNWOODY</b> <b>MIAMI LAKES, FL</b>
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SIGNALIZED INTERSECTIONS TO BE ANALYZED  
LINKS TO BE ANALYZED

 ENGINEERING, INC.	<b>STUDY AREA (SIGNIFICANT LINKS)</b>	<b>FIGURE 2</b> DUNNWOODY MIAMI LAKES, FL
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SIGNALIZED INTERSECTIONS COUNTED  
24 HOUR COUNT LOCATIONS



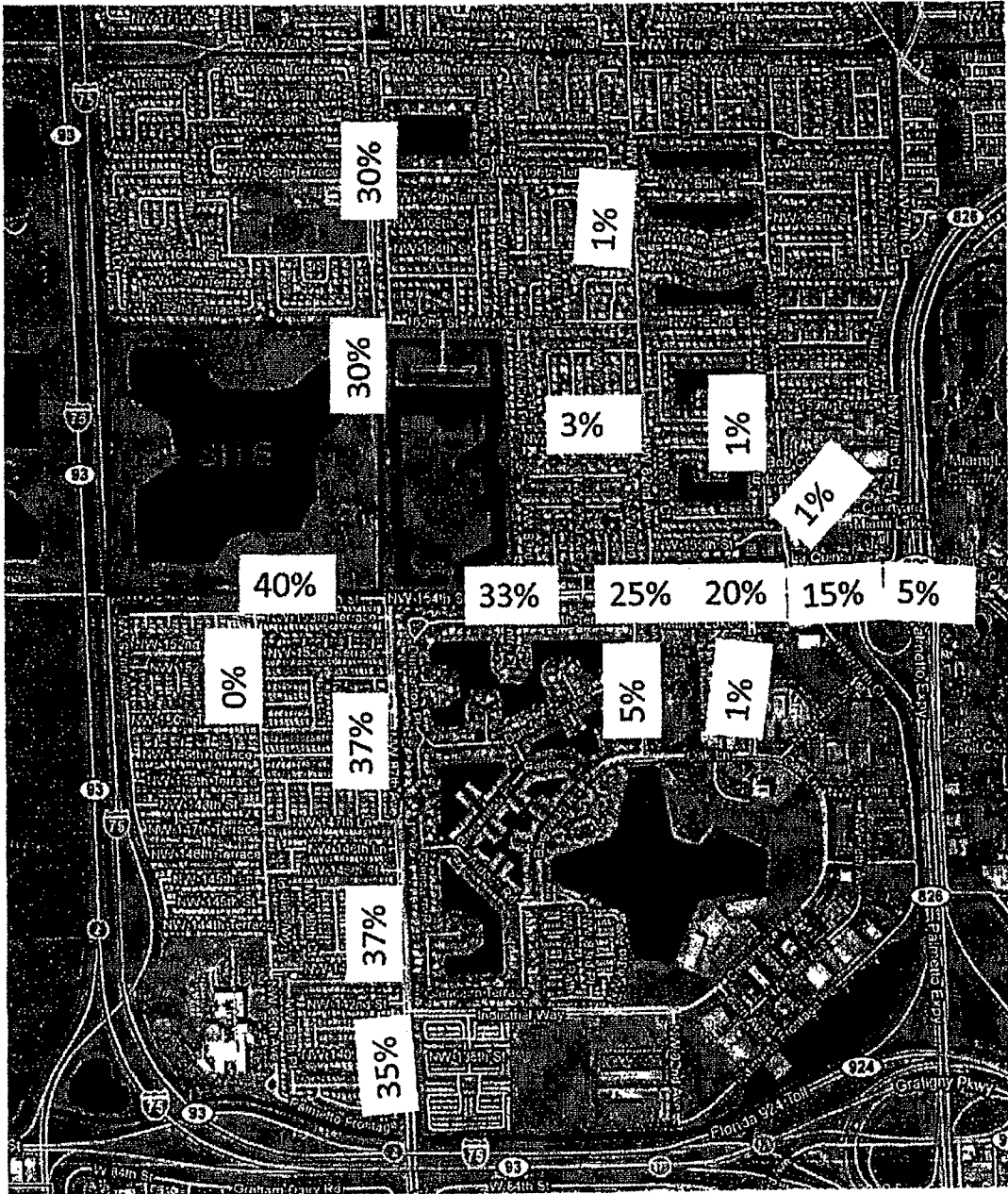
ENGINEERING, INC.


### TRAFFIC COUNT LOCATIONS

FIGURE 3  
DUNNWOODY  
MIAMI LAKES, FL

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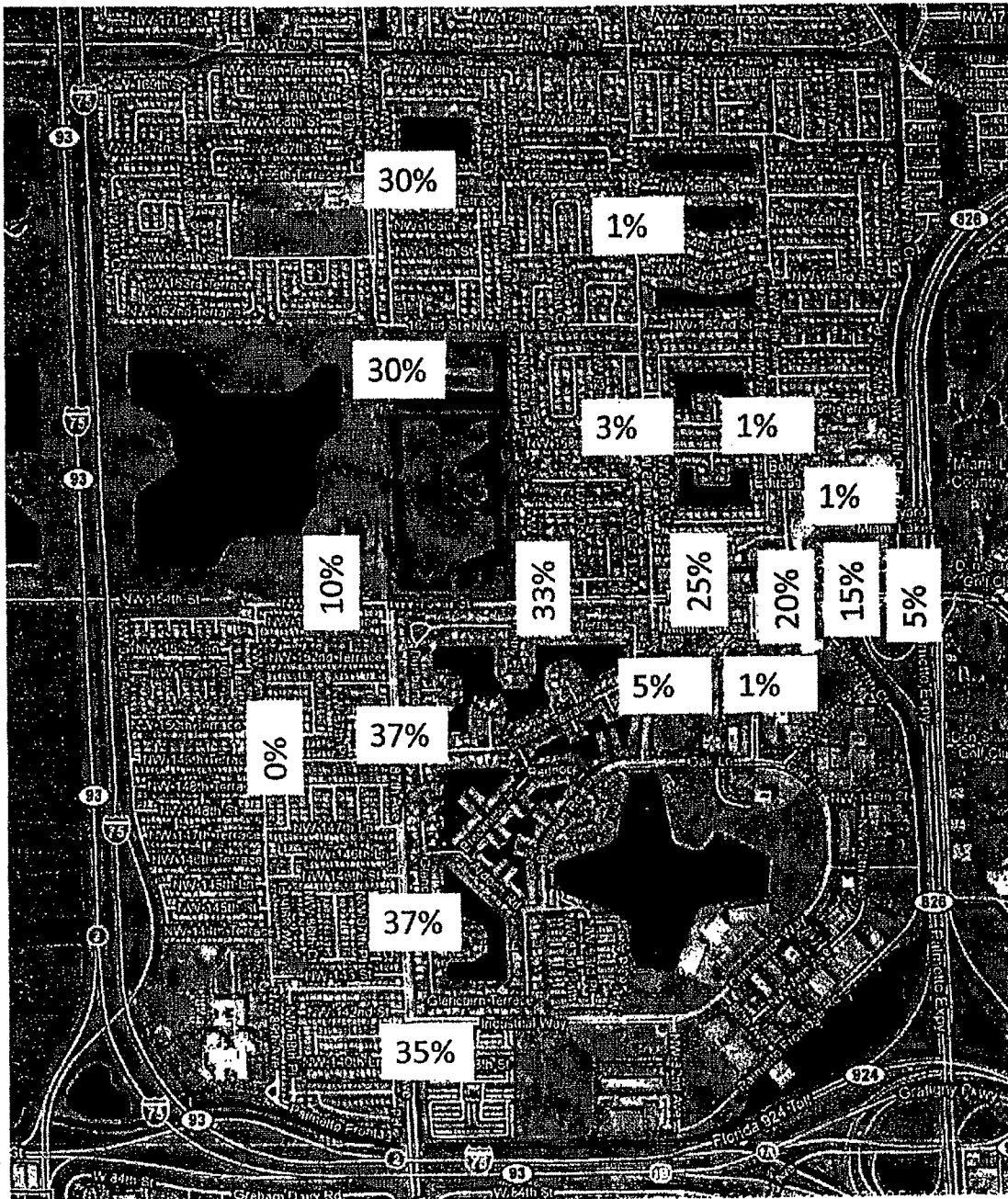
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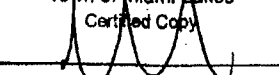
 <b>JMD</b> ENGINEERING, INC.	<b>DUNNWOODY LAKE RESIDENTIAL ASSIGNMENT</b>	<b>FIGURE 4 DUNNWOODY MIAMI LAKES, FL</b>
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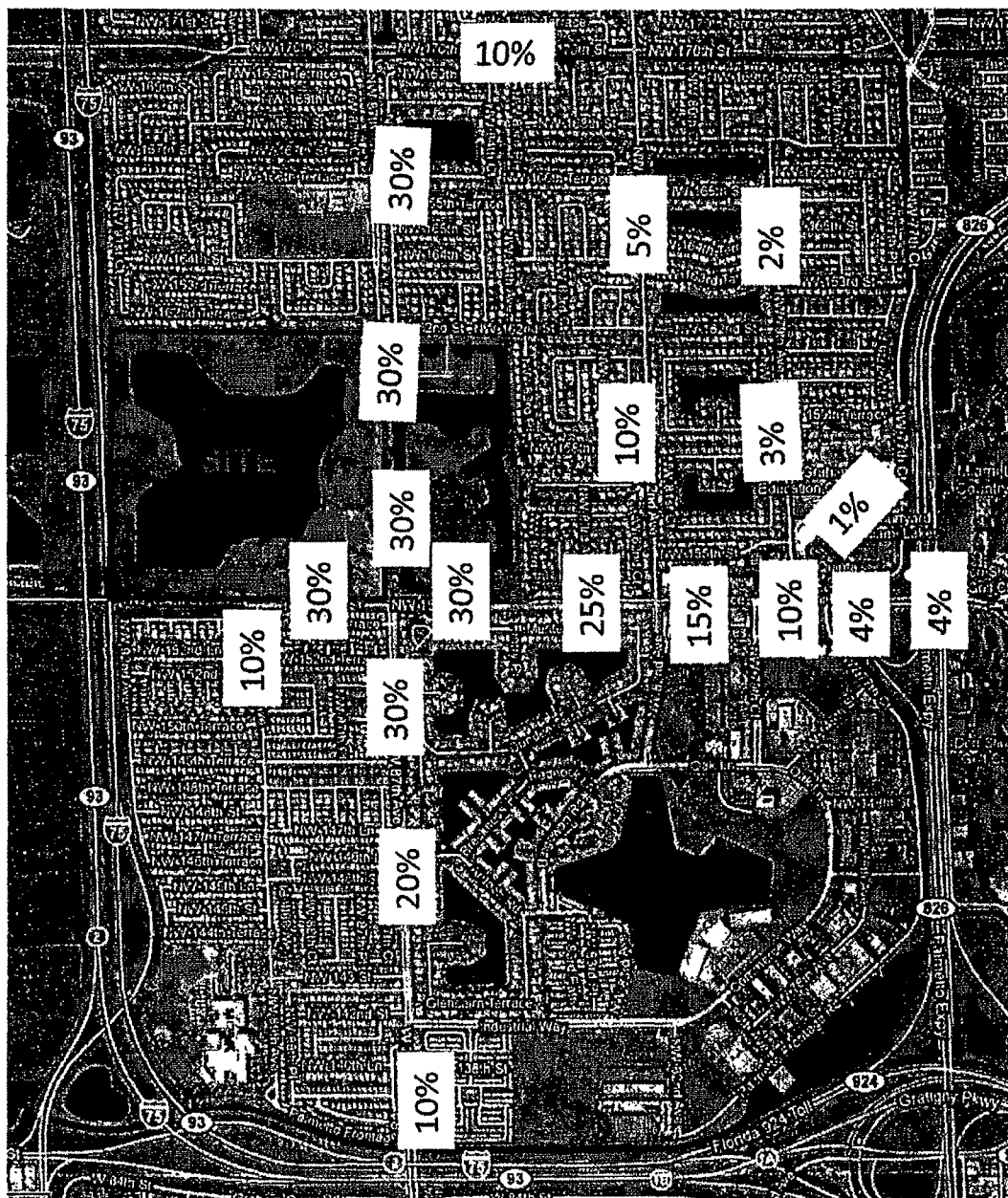
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 <b>JMD</b> ENGINEERING, INC.	<b>DUNNWOODY FOREST RESIDENTIAL ASSIGNMENT</b>	<b>FIGURE 4A DUNNWOODY MIAMI LAKES, FL</b>
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**ENGINEERING, INC.**

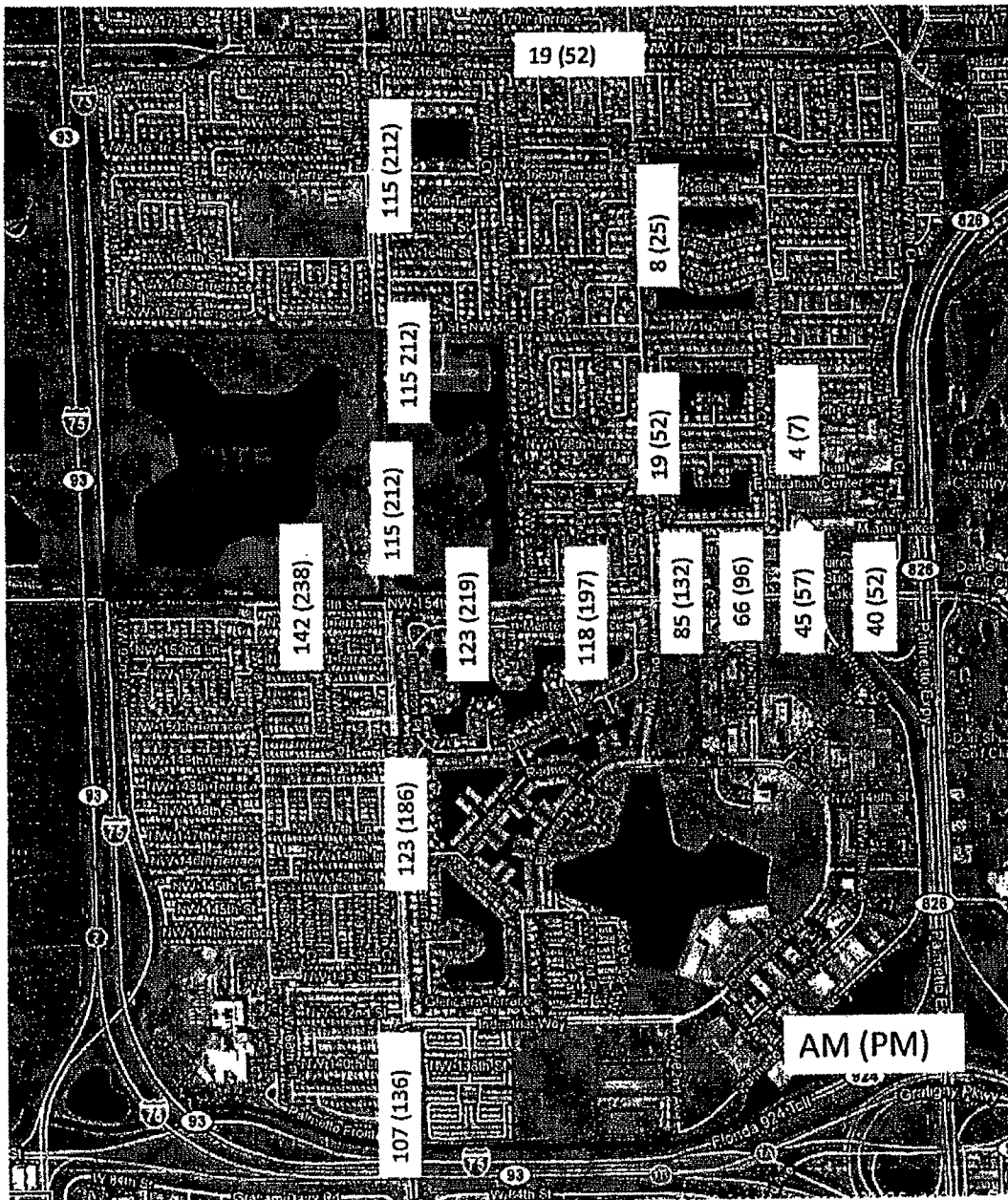
# DUNNWOODY LAKE COMMERCIAL ASSIGNMENT


**FIGURE 5**  
**DUNNWOODY**  
**MIAMI LAKES, FL**

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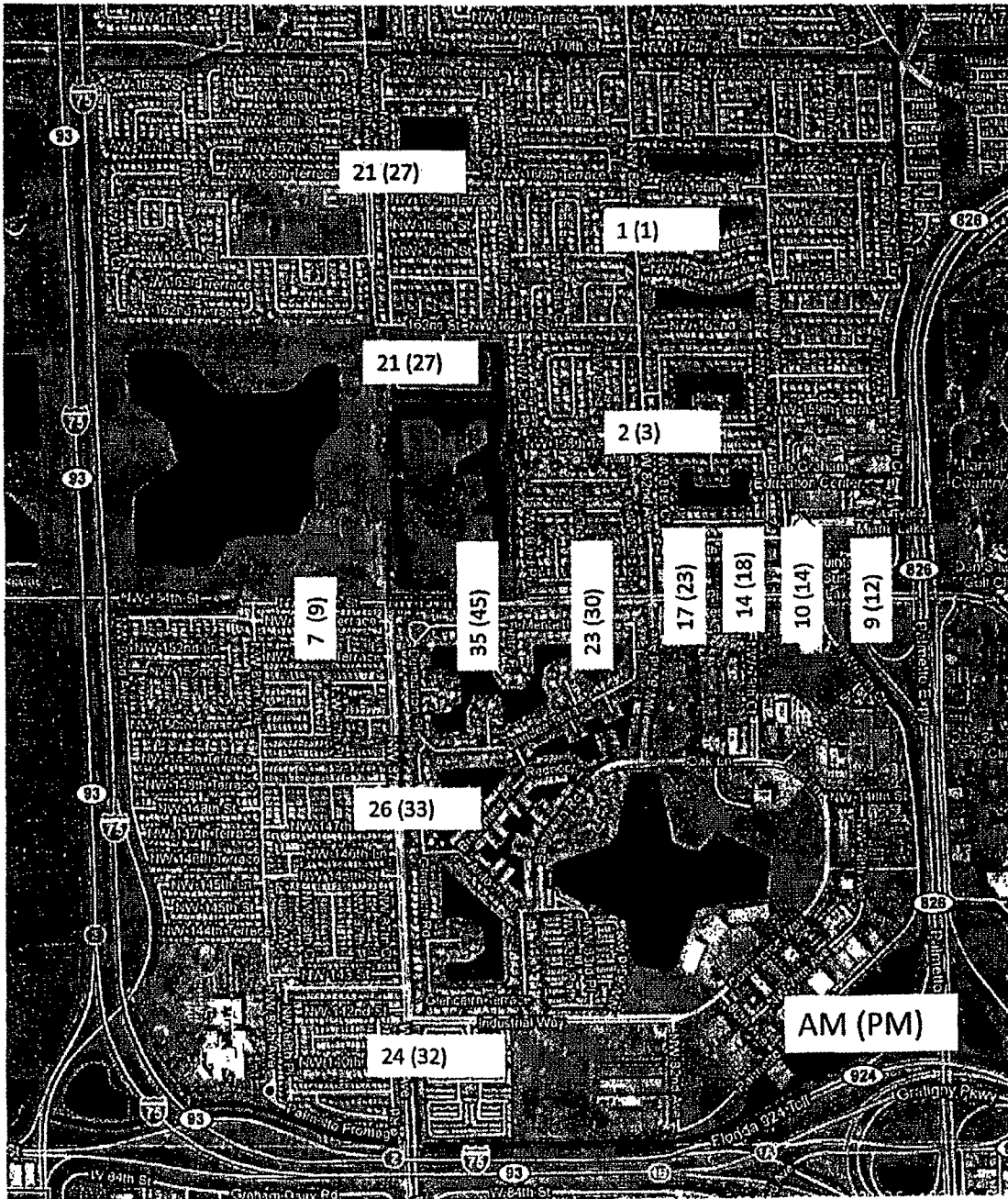



 <b>JMD</b> ENGINEERING, INC.	<b>DUNNWOODY LAKE PROJECT TRAFFIC</b>	<b>FIGURE 6 DUNNWOODY MIAMI LAKES, FL</b>
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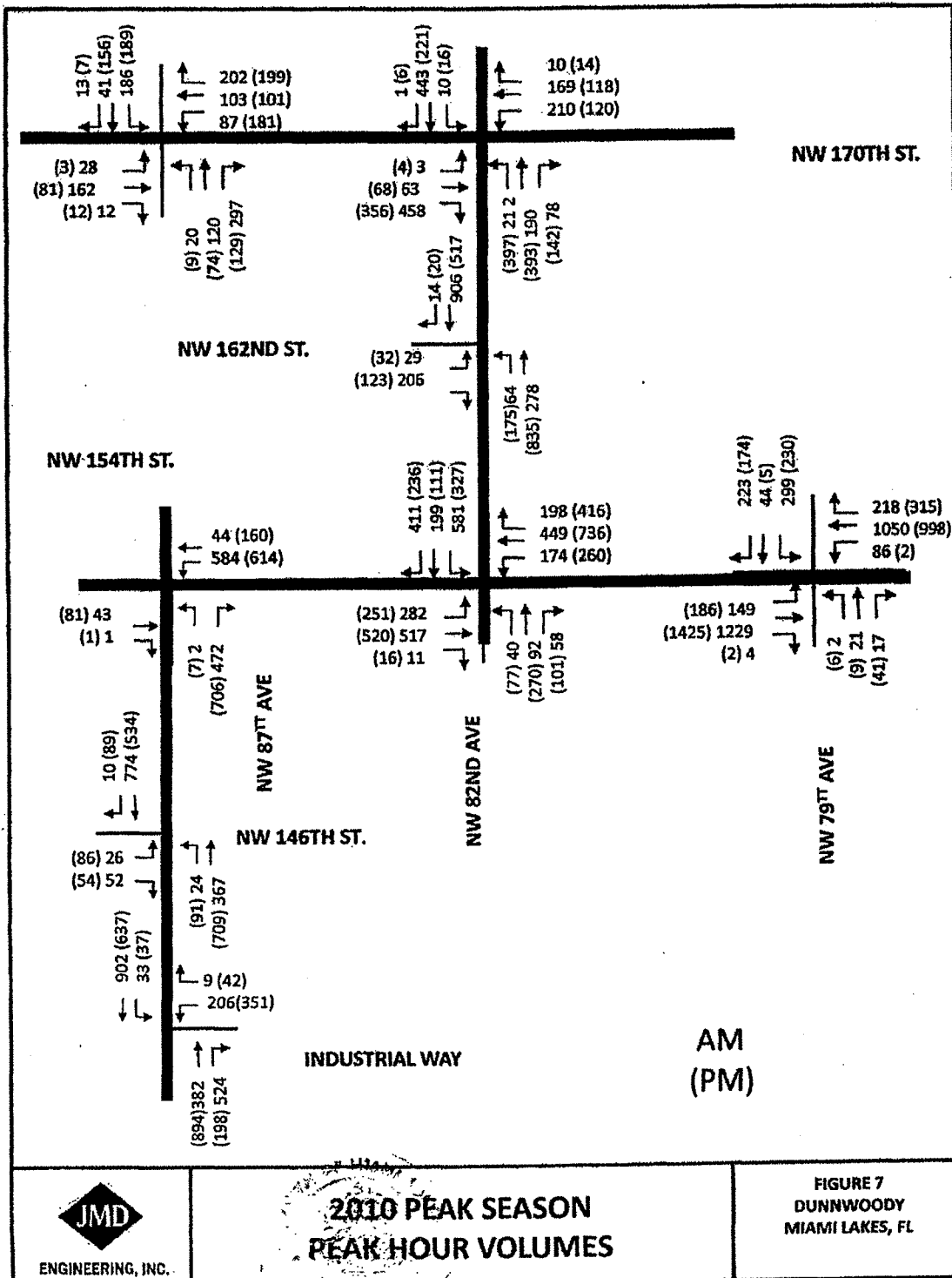




 <b>JMD</b> ENGINEERING, INC.	<b>DUNNWOODY FOREST PROJECT TRAFFIC</b>	<b>FIGURE 6A DUNNWOODY MIAMI LAKES, FL</b>
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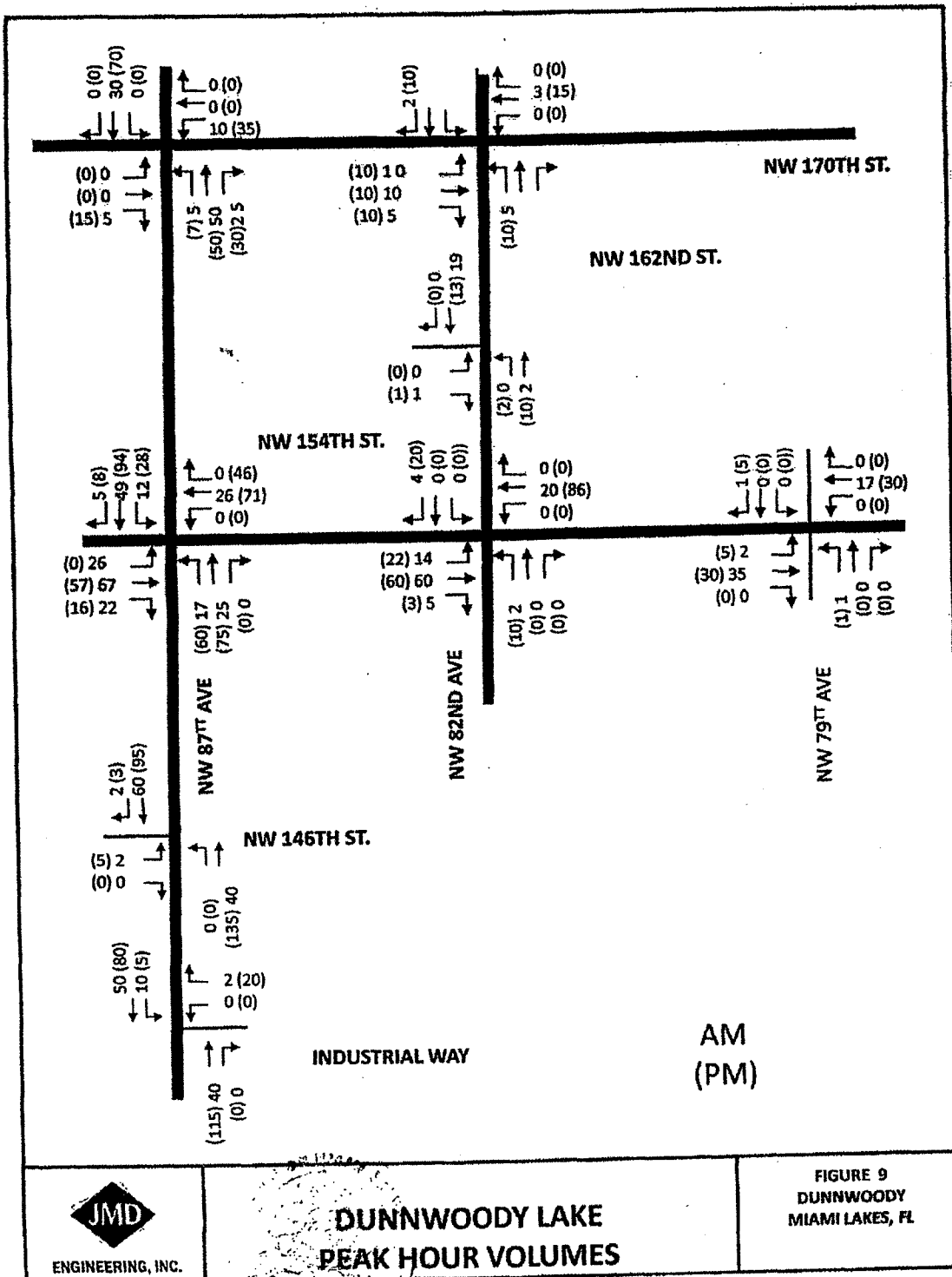
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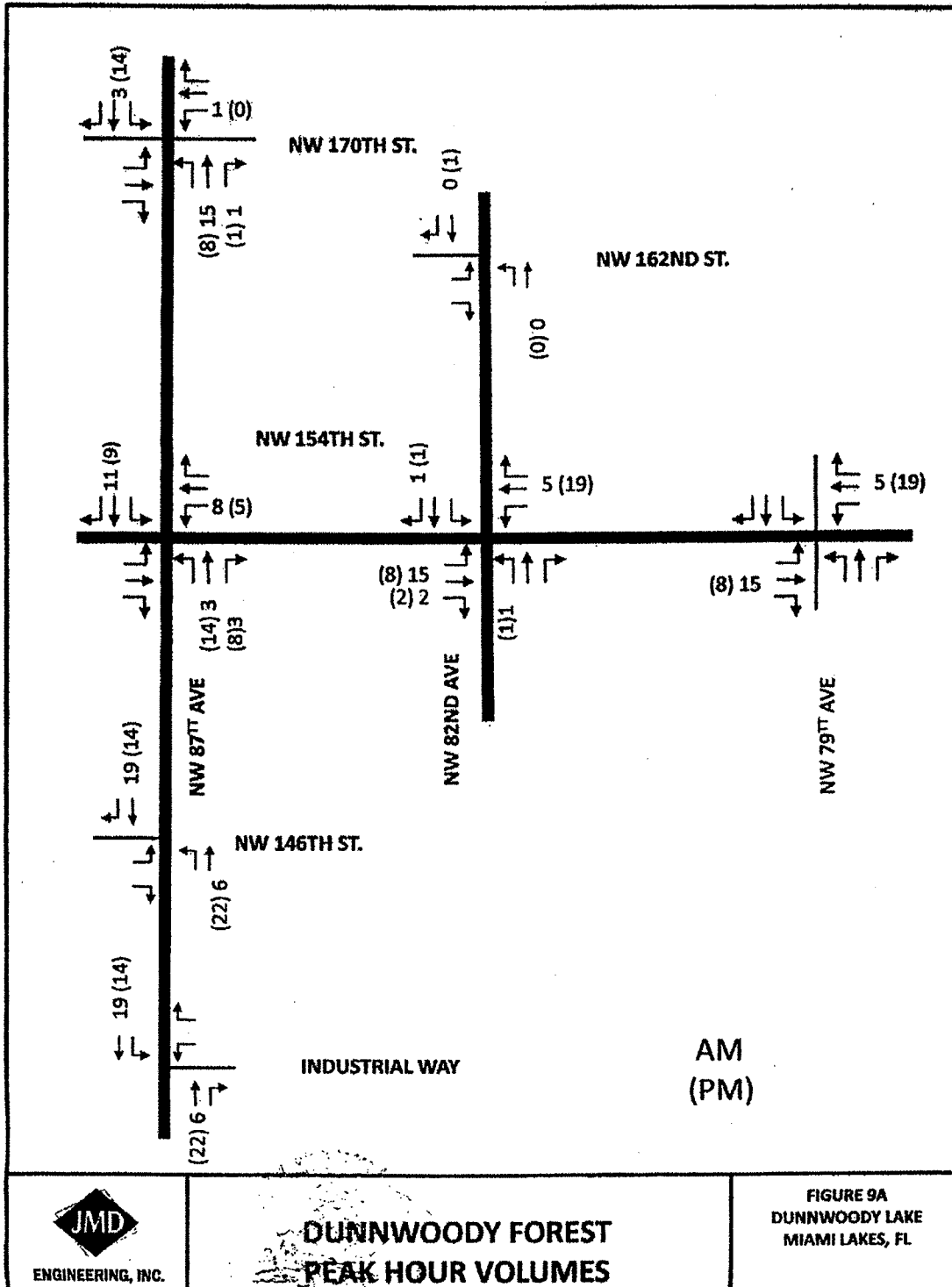
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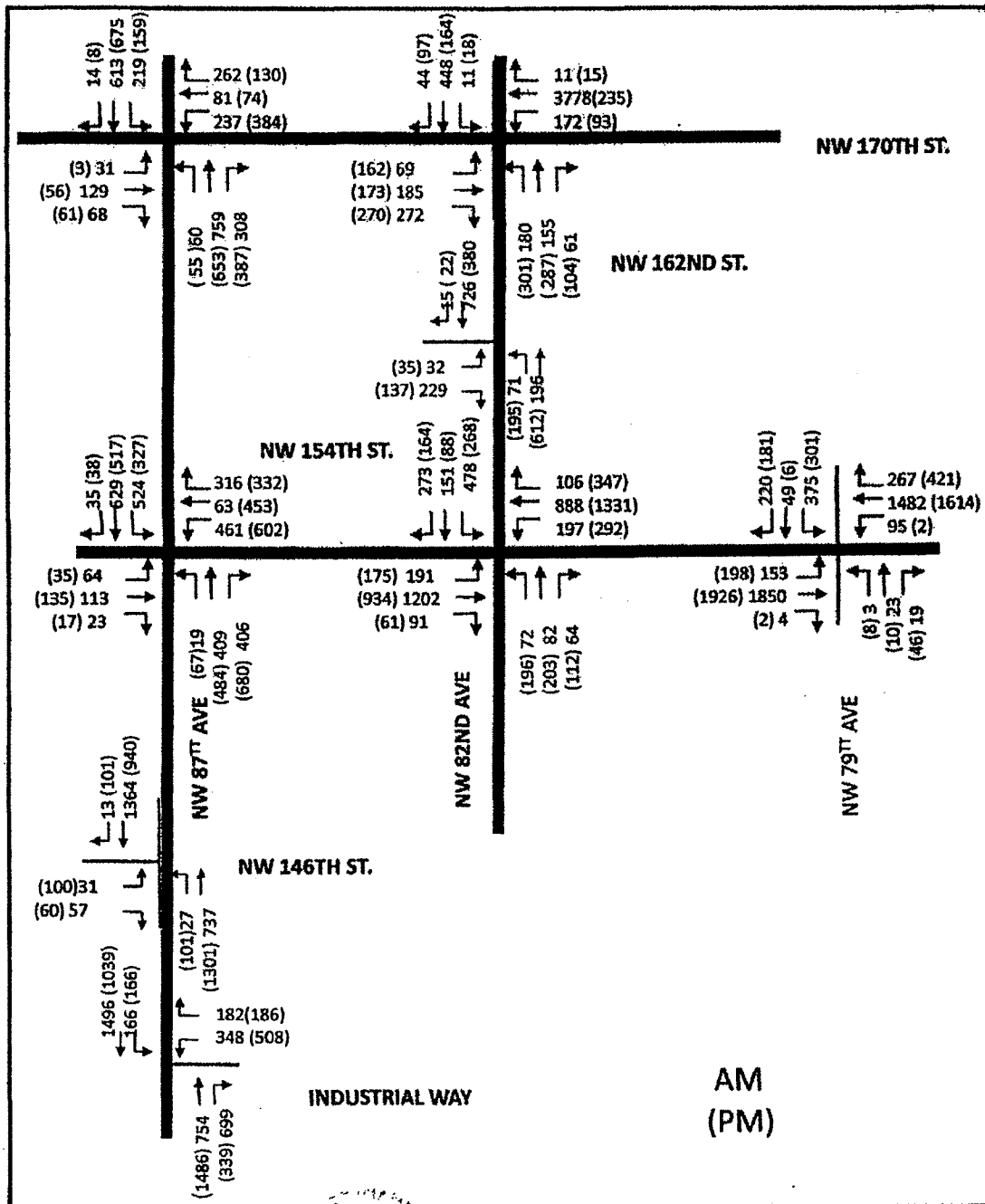
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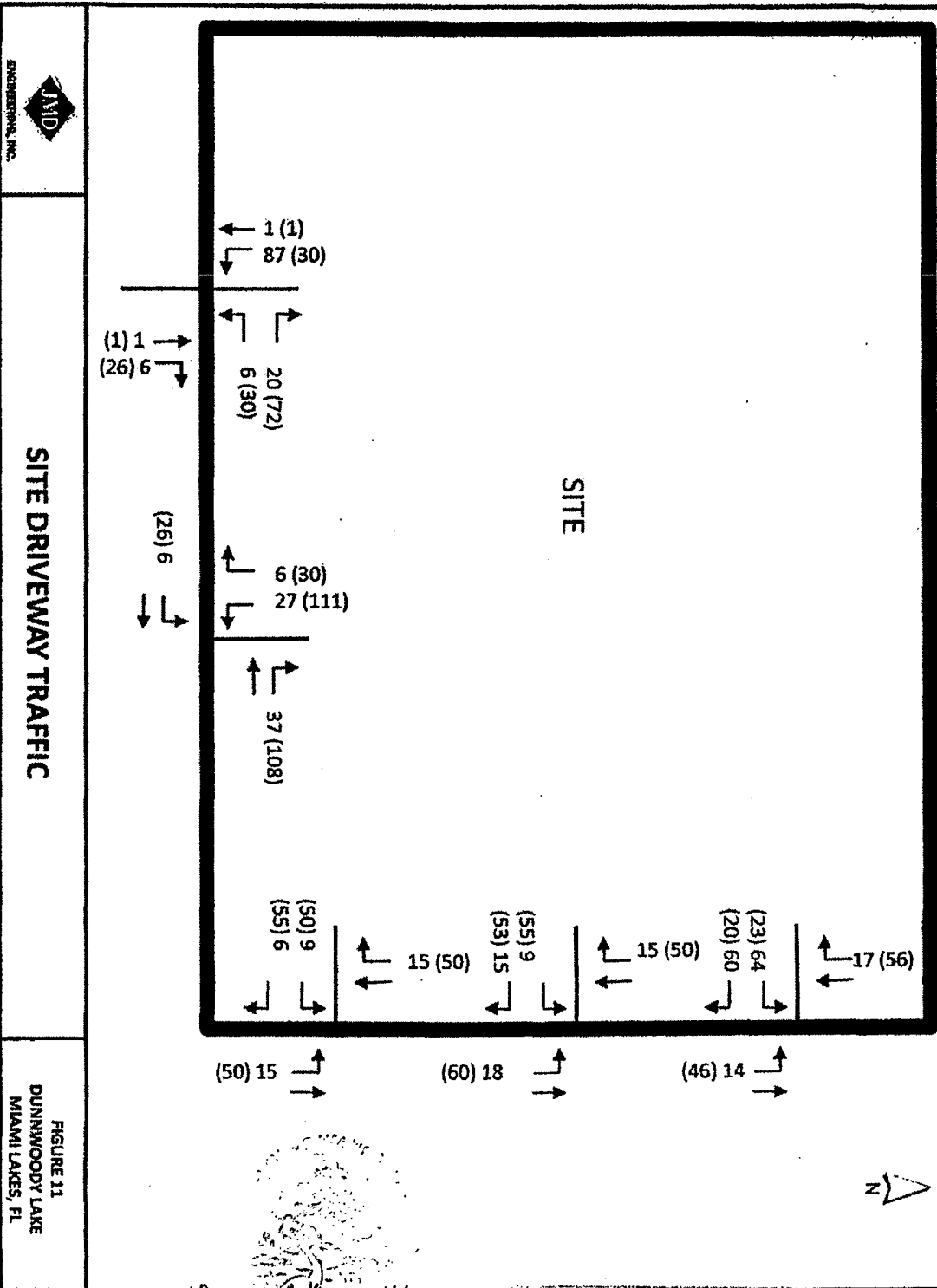
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**2030 PEAK SEASON  
PEAK HOUR VOLUMES**

**FIGURE 10  
DUNNWOODY  
MIAMI LAKES, FL**

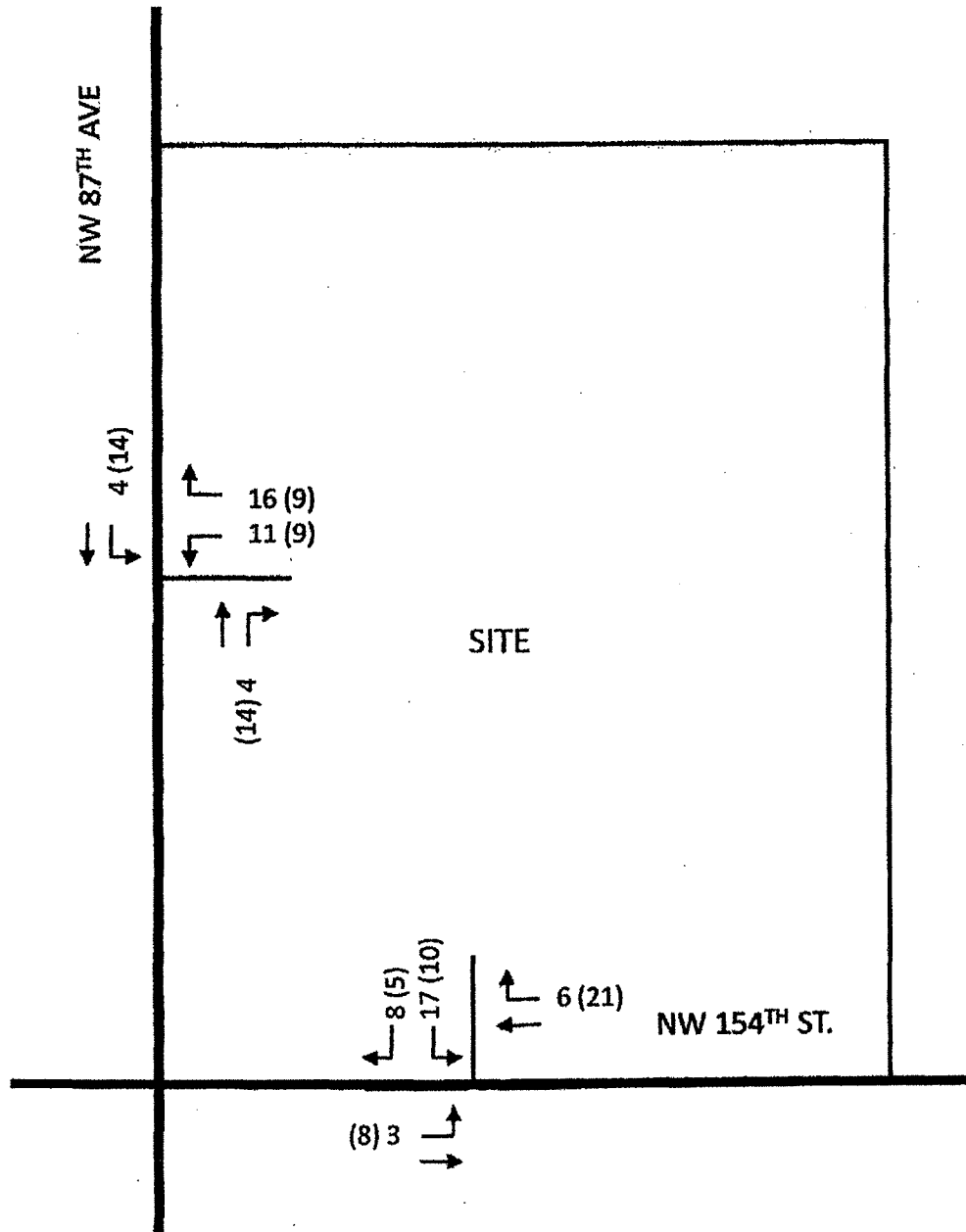
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 <b>JMD</b> ENGINEERING, INC.	<b>PROJECT DRIVEWAY VOLUMES</b>	<b>FIGURE 11A</b> DUNNWOODY FOREST MIAMI LAKES, FL
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**TABLE 1  
DUNNWOODY LAKE  
TRIP GENERATION**

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
<b>Proposed Site Traffic</b>								
General Commercial Retail	140,000 S.F.	8,451	188	115	73	797	391	406
Residential Condominium/Townhouse	253 DU	1,442	108	18	90	129	86	43
Single-Family Detached Housing	256 DU	2,469	189	47	142	243	134	91
		12,362	483	180	303	1,171	631	540
<b>Internal Capture (per ITE)</b>								
General Commercial Retail		1,301	22	12	10	112	57	55
Residential Condominium/Townhouse		512	11	5	6	50	27	23
Single-Family Detached Housing		787	11	5	6	62	28	34
Sub-total		2,600	44	22	22	224	112	112
<b>External</b>								
General Commercial Retail		7,150	166	103	63	685	334	351
Residential Condominium/Townhouse		930	97	13	84	79	59	20
Single-Family Detached Housing		1,682	178	42	136	183	126	57
<b>Pass-By Capture</b>								
Retail Pass-By Trips	35.30%	2,524	59	36	23	242	118	124
<b>Net New External Traffic</b>								
General Commercial Retail		4,626	107	67	40	443	216	227
Residential Condominium/Townhouse		930	97	13	84	79	59	20
Single-Family Detached Housing		1,682	178	42	136	183	126	57
Total		7,238	382	122	260	703	401	304
Driveway Volumes		9,762	441	158	283	947	519	428

Note: Trip generation was calculated using the following data:

<b>Daily</b>		
Single-Family Detached Housing	[ITE 210]	= $Ln(T) = 0.92Ln(X) + 2.71$
Residential Condominium/Townhouse	[ITE 230]	= $Ln(T) = 0.87Ln(X) + 2.46$
General Commercial Retail	[ITE 820]	= $Ln(T) = 0.65 * Ln(X) + 5.83$
<b>AM Peak</b>		
Single-Family Detached Housing	[ITE 210]	= $T = 0.70(X) + 9.74$ (25% in, 75% out)
Residential Condominium/Townhouse	[ITE 230]	= $Ln(T) = 0.80Ln(X) + 0.26$ (17% in, 83% out)
General Commercial Retail	[ITE 820]	= $Ln(T) = 0.59 * Ln(X) + 2.32$
<b>PM Peak</b>		
Single-Family Detached Housing	[ITE 210]	= $Ln(T) = 0.90Ln(X) + 0.51$ (63% in, 37% out)
Residential Condominium/Townhouse	[ITE 230]	= $Ln(T) = 0.82Ln(X) + 0.32$ (67% in, 33% out)
General Commercial Retail	[ITE 820]	= $Ln(T) = 0.67 * Ln(X) + 3.37$ (49% in, 51% out)

Pass-by for retail based on ITE equation of  $Ln(T) = -0.291 * Ln(X) + 5.001$

calculations and results (tabular) have been reviewed 2/20/2009, project No. 02-123, summary and report (12.4.14) trip generation table



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TABLE 2		
Miami-Dade Model Project Trip Distribution		
Dunnwoody Lake Mixed-Use Development		
	Direction	% of Total Trips
North:	Northwest	15.73%
	Northeast	2.17%
South:	Southwest	6.00%
	Southeast	33.99%
East:	Northeast	17.49%
	Southeast	15.62%
West:	Northwest	6.83%
	Southwest	2.17%
Total		100.00%

Source: Miami-Dade Interim Cost Feasible Plan Report

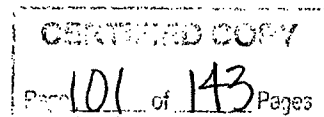
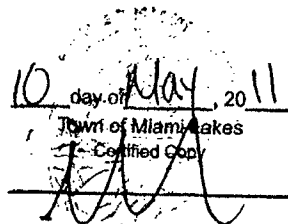


TABLE 3 DUNNWOODY LAKE ROADWAY PROJECT LINK SIGNIFICANCE - AM PEAK									
Roadway		2010		Project Traffic				Total AM	Significance
From	To	Number of Lanes	Capacity	Comm. Assignment	Peak Hour Volume	Res. Assignment	Peak Hour Volume	Volume	
NW 154TH STREET									
SITE	NW 87TH AVE	2	1,110	30%	32	40%	110	142	12.79%
NW 87TH AVE	NW 83RD AVE	2	1,110	30%	32	33%	91	123	11.08%
NW 83RD AVE	NW 82ND AVE	4	2,950	25%	27	35%	91	118	4.00%
NW 82ND AVE	NW 79TH CT	4	2,950	15%	16	25%	69	85	2.88%
NW 79TH CT	NW 79TH AVE	4	2,950	10%	11	20%	55	66	2.24%
NW 79TH AVE	NW 77TH COURT	4	2,950	4%	4	15%	41	45	1.53%
NW 77TH COURT	SR 826	4	2,950	4%	4	13%	36	40	1.36%
SR 826	FAIRWAY DR	4	3,120	3%	3	5%	14	17	0.54%
FAIRWAY DR	NW 67TH AVE	4	3,120	3%	3	4%	11	14	0.43%
NW 67TH AVE	MIAMI LAKEWAY N	4	3,120	2%	2	3%	8	10	0.32%
NW 87TH AVENUE									
NW 170TH ST	SITE	4	2,950	30%	32	30%	83	115	3.90%
SITE	NW 154TH ST	4	2,950	30%	32	30%	83	115	3.90%
NW 154TH ST	NW 138TH ST	4	2,950	30%	32	37%	102	134	4.54%
NW 138TH ST	NW 147TH TER	4	2,950	10%	11	35%	96	107	3.63%
NW 82ND AVENUE									
NW 170TH ST	NW 162ND ST	2	1,110	5%	5	1%	3	8	0.72%
NW 162ND ST	NW 154TH ST	4	2,950	10%	11	3%	8	19	0.64%
NW 79TH AVENUE									
NW 167TH TER	NW 159TH TER	2	1,110	2%	2	1%	3	5	0.45%
NW 159TH TER	NW 154TH ST	2	1,110	3%	3	1%	3	6	0.54%
NW 77TH COURT									
NW 154TH ST	NW 149TH ST	2	1,110	1%	1	1%	3	4	0.36%
FAIRWAY DRIVE									
MIAMI LAKES DR	MIAMI LAKEWAY N.	2	1,180	1%	1	1%	3	4	0.34%
NW 170TH STREET									
NW 87TH AVE	NW 82ND AVE	2	1,110	10%	11	3%	8	19	1.71%

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TABLE 4 DUNNWOODY LAKE ROADWAY LINK PROJECT SIGNIFICANCE - PM PEAK									
Roadway		2010		Project Traffic			Total	Significance	
From	To	Number of Lanes	Capacity	Comm. Assignment	Peak Hour Volume	Res. Assignment	Peak Hour Volume		PM Volume
NW 154TH STREET									
SITE	NW 87TH AVE	2	1,110	30%	133	40%	105	238	21.44%
NW 87TH AVE	NW 83RD AVE	2	1,110	30%	133	33%	86	219	19.73%
NW 83RD AVE	NW 82ND AVE	4	2,950	25%	111	33%	86	197	6.68%
NW 82ND AVE	NW 79TH CT	4	2,950	15%	66	25%	66	132	4.47%
NW 79TH CT	NW 79A AVE	4	2,950	10%	44	20%	52	96	3.25%
NW 79TH AVE	NW 77TH COURT	4	2,950	4%	18	15%	39	57	1.93%
NW 77TH COURT	SR 826	4	2,950	4%	18	13%	34	52	1.76%
SR 826	FAIRWAY DR	4	3,120	3%	13	5%	13	26	0.83%
FAIRWAY DR	NW 67TH AVE	4	3,120	3%	13	4%	10	23	0.74%
NW 67TH AVE	MIAMI LAKEWAY N	4	3,120	2%	9	3%	8	17	0.54%
NW 87TH AVENUE									
NW 170TH ST	SITE	4	2,950	30%	133	30%	79	212	7.19%
SITE	NW 154TH ST	4	2,950	30%	133	30%	79	212	7.19%
NW 154TH ST	NW 138TH ST	4	2,950	30%	133	37%	97	230	7.80%
NW 138TH ST	NW 147TH TER	4	2,950	10%	44	35%	92	136	4.61%
NW 82ND AVENUE									
NW 170TH ST	NW 162ND ST	2	1,110	5%	22	1%	3	25	2.25%
NW 162ND ST	NW 154TH ST	4	2,950	10%	44	3%	8	52	1.76%
NW 79TH AVENUE									
NW 167TH TER	NW 159TH TER	2	1,110	2%	9	1%	3	12	1.08%
NW 159TH TER	NW 154TH ST	2	1,110	3%	13	1%	3	16	1.44%
NW 77TH COURT									
NW 154TH ST	NW 149TH ST	2	1,110	1%	4	1%	3	7	0.63%
FAIRWAY DRIVE									
MIAMI LAKES DR	MIAMI LAKEWAY N	2	1,180	1%	4	1%	3	7	0.59%
NW 170TH STREET									
NW 87TH AVE	NW 82ND AVE	2	1,110	10%	44	3%	8	52	4.68%

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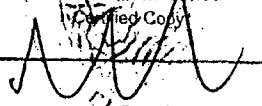
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TABLE 3A DUNNWOODY FOREST ROADWAY LINK PROJECT SIGNIFICANCE - AM						
Roadway		2010		Project Traffic		Significance
From	To	Number of Lanes	Capacity	Assignment	Peak Hour Volume	
NW 154TH STREET						
E 75	NW 87TH AVE	2	1,110	10%	7	0.63%
NW 87TH AVE	NW 83RD AVE	2	1,110	50%	35	3.15%
NW 83RD AVE	NW 82ND AVE	4	2,950	33%	23	0.78%
NW 82ND AVE	NW 79TH CT	4	2,950	25%	17	0.58%
NW 79TH CT	NW 79th AVE	4	2,950	20%	14	0.47%
NW 79TH AVE	NW 77TH COURT	4	2,950	15%	10	0.34%
NW 77TH COURT	SR 826	4	2,950	13%	9	0.31%
SR 826	FAIRWAY DR	4	3,120	5%	3	0.10%
FAIRWAY DR	NW 67TH AVE	4	3,120	4%	3	0.10%
NW 67TH AVE	MIAMI LAKEWAY N	4	3,120	3%	2	0.06%
NW 87TH AVENUE						
NW 170TH ST	SITE	4	2,950	30%	21	0.71%
SITE	NW 154TH ST	4	2,950	30%	21	0.71%
NW 154TH ST	NW 147TH TER	4	2,950	37%	26	0.83%
NW 147TH TER	NW 138TH ST	4	2,950	35%	24	0.81%
NW 82ND AVENUE						
NW 170TH ST	NW 162ND ST	2	1,110	1%	1	0.09%
NW 162ND ST	NW 154TH ST	4	2,950	3%	2	0.07%
NW 79TH AVENUE						
NW 167TH TER	NW 159TH TER	2	1,110	1%	1	0.09%
NW 159TH TER	NW 154TH ST	2	1,110	1%	1	0.09%
NW 77TH COURT						
NW 154TH ST	NW 149TH ST	2	1,110	1%	1	0.09%
FAIRWAY DRIVE						
MIAMI LAKES DR	MIAMI LAKEWAY N.	2	1,180	1%	1	0.08%

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TABLE 4A DUNNWOODY FOREST ROADWAY LINK PROJECT SIGNIFICANCE - PM						
Roadway		2010		Project Traffic		Significance
From	To	Number of Lanes	Capacity	Assignment	Peak Hour Volume	
NW 154TH STREET						
I-75	NW 87TH AVE	2	1,110	10%	9	0.81%
NW 87TH AVE	NW 83RD AVE	2	1,110	50%	45	4.05%
NW 83RD AVE	NW 82ND AVE	4	2,950	33%	30	1.02%
NW 82ND AVE	NW 79TH CT	4	2,950	25%	23	0.78%
NW 79TH CT	NW 79th AVE	4	2,950	20%	18	0.61%
NW 79TH AVE	NW 77TH COURT	4	2,950	15%	14	0.47%
NW 77TH COURT	SR 826	4	2,950	13%	12	0.41%
SR 826	FAIRWAY DR	4	3,120	5%	5	0.16%
FAIRWAY DR	NW 67TH AVE	4	3,120	4%	4	0.13%
NW 67TH AVE	MIAMI LAKEWAY N	4	3,120	3%	3	0.10%
NW 87TH AVENUE						
NW 170TH ST	SITE	4	2,950	30%	27	0.92%
SITE	NW 154TH ST	4	2,950	30%	27	0.92%
NW 154TH ST	NW 147TH TER	4	2,950	37%	33	1.12%
NW 147TH TER	NW 138TH ST	4	2,950	35%	32	1.08%
NW 82ND AVENUE						
NW 170TH ST	NW 162ND ST	2	1,110	1%	1	0.09%
NW 162ND ST	NW 154TH ST	4	2,950	3%	3	0.10%
NW 79TH AVENUE						
NW 167TH TER	NW 159TH TER	2	1,110	1%	1	0.09%
NW 159TH TER	NW 154TH ST	2	1,110	1%	1	0.09%
NW 77TH COURT						
NW 154TH ST	NW 149TH ST	2	1,110	1%	1	0.09%
FAIRWAY DRIVE						
MIAMI LAKES DR	MIAMI LAKEWAY N.	2	1,180	1%	1	0.08%

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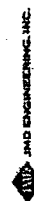


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TABLE 5 DUNNWOODY FOREST & DUNNWOODY LAKE ROADWAY LINK CONCURRENCY ANALYSIS - 2010 EXISTING AM PEAK HOUR									
Roadway	From	To	2010			Committed Background Traffic	Total Traffic	Maximum v/c	Meets LOS Standard?
			Number of Lanes	Capacity	Peak Hour Volume				
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	114	46	160	0.14	YES
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	1,710	322	2,032	1.83	NO
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	2,151	0.73	YES
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	2,906	441	3,347	1.13	NO
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	2,558	539	3,117	1.06	NO
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	2,880	678	3,558	1.21	NO
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	3,780	1,728	5,508	1.87	NO
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	577	656	1,233	1.11	NO
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	0	0	N/A	N/A	N/A	N/A	N/A
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	958	598	1,556	0.53	YES
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	1,876	598	2,474	0.84	YES
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	1,162	89	1,251	1.13	NO
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	1,521	89	1,610	0.55	YES
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	918	163	1,081	0.97	YES

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TABLE 6 DUNNWOODY FOREST & DUNNWOODY LAKE ROADWAY LINK CONCURRENCY ANALYSIS - 2030 W0 PROJECT AM PEAK HOUR													
Roadway	From	To	Number of Lanes	2010		Peak Hour Volume	Committed Background Traffic	Historical Growth		Link Diversion	Total Background Traffic	Maximum v/c	Meets LOS Standard?
				Capacity				Annual Rate	2030 Growth				
NW 154TH STREET	NW 80TH AVE	NW 87TH AVE	2	1,110	114	46	0.50%	126	0	172	0.15	YES	
NW 80TH AVE	NW 87TH AVE	NW 83RD AVE	2	1,110	1,710	322	0.50%	1889	-378	1,833	1.65	NO	
NW 87TH AVE	NW 83RD AVE	NW 82ND AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	0.66	YES	
NW 83RD AVE	NW 82ND AVE	NW 79TH CT	4	2,950	2,906	441	0.50%	3211	-161	3,491	1.18	NO	
NW 82ND AVE	NW 79TH CT	NW 79th AVE	4	2,950	2,558	559	0.50%	2825	-141	3,244	1.10	NO	
NW 79TH CT	NW 79th AVE	NW 77TH COURT	4	2,950	2,880	678	0.50%	3182	0	3,860	1.31	NO	
NW 79th AVE	NW 77TH COURT	SR 826	4	2,950	3,780	1,728	0.50%	4177	0	5,905	2.00	NO	
NW 77TH COURT	SR 826	SITE	4	2,950	577	656	0.50%	638	507	1,801	0.61	YES	
NW 87TH AVENUE	NW 170TH ST	NW 154TH ST	4	2,950	1,016	656	0.50%	1123	507	2,286	0.77	YES	
NW 170TH ST	SITE	NW 147TH TER	4	2,950	958	598	0.50%	1058	0	1,656	0.56	YES	
NW 154TH ST	NW 147TH TER	NW 138TH ST	4	2,950	1,876	598	0.50%	2073	0	2,671	0.91	YES	
NW 147TH TER	NW 138TH ST	NW 162ND ST	2	1,110	1,162	89	0.50%	1284	-514	859	0.77	YES	
NW 82ND AVENUE	NW 170TH ST	NW 154TH ST	4	2,950	1,521	89	0.50%	1681	-672	1,098	0.37	YES	
NW 170TH ST	NW 162ND ST	NW 170TH STREET	2	1,110	918	163	0.50%	1014	-254	924	0.83	YES	
NW 162ND ST	NW 170TH STREET	NW 87TH AVE	2	1,110									

Note: NW 87TH Avenue volume from 2007 Arterial Grid Analysis by KHA  
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TABLE 7 DUNNWOODY FOREST & DUNNWOODY LAKE ROADWAY LINK CONCURRENCY ANALYSIS - 2030 TOTAL TRAFFIC AM PEAK HOUR													
Roadway	From	To	Number of Lanes	2010		Peak Hour Volume	Committed Background Traffic		Annual Rate	2030		Link Division	Total Background Traffic
				Capacity	Volume		Traffic	Rate		Growth	Traffic		
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	114	46	126	0.50%	0.50%	126	172	0	172
NW 87TH AVE	NW 83RD AVE	NW 83RD AVE	2	1,110	1,710	322	1889	0.50%	0.50%	1889	1,833	-378	1,833
NW 83RD AVE	NW 82ND AVE	NW 82ND AVE	4	2,950	1,710	441	1889	0.50%	0.50%	1889	1,833	-378	1,833
NW 82ND AVE	NW 79TH CT	NW 79TH CT	4	2,950	2,906	441	3211	0.50%	0.50%	3211	3,491	-161	3,491
NW 79TH CT	NW 79A AVE	NW 79A AVE	4	2,950	2,558	559	2826	0.50%	0.50%	2826	3,244	-141	3,244
NW 79A AVE	NW 77TH COURT	NW 77TH COURT	4	2,950	2,880	678	3182	0.50%	0.50%	3182	3,860	0	3,860
NW 77TH COURT	SR 826	SR 826	4	2,950	3,780	1,728	4177	0.50%	0.50%	4177	5,905	0	5,905
NW 77TH COURT	SITE	SITE	4	2,950	577	656	638	0.50%	0.50%	638	1,801	507	1,801
NW 77TH COURT	NW 154TH ST	NW 154TH ST	4	2,950	1,016	656	1123	0.50%	0.50%	1123	2,286	507	2,286
NW 154TH ST	NW 147TH TER	NW 147TH TER	4	2,950	938	598	1053	0.50%	0.50%	1053	1,656	0	1,656
NW 147TH TER	NW 138TH ST	NW 138TH ST	4	2,950	1,876	598	2073	0.50%	0.50%	2073	2,671	0	2,671
NW 138TH ST	NW 12ND AVENUE	NW 12ND AVENUE	2	1,110	1,162	89	1284	0.50%	0.50%	1284	859	-514	859
NW 12ND AVENUE	NW 170TH ST	NW 170TH ST	4	2,950	1,521	89	1681	0.50%	0.50%	1681	1,098	-672	1,098
NW 170TH ST	NW 170TH STREET	NW 170TH STREET	2	1,110	918	163	1014	0.50%	0.50%	1014	924	-254	924
NW 170TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	918	163	1014	0.50%	0.50%	1014	924	-254	924

Note: NW 17TH Avenue volume from 2007 Arterial Grid Analysis by KHA  
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TABLE 8 DUNNWOODY FOREST & DUNNWOODY LAKE ROADWAY LINK CONCURRENCY ANALYSIS - 2010 EXISTING PM PEAK HOUR										
Roadway	From	To	2010		Peak Hour Volume	Committed Background Traffic	Total Traffic	Maximum v/c	Meets LOS Standard?	
			Number of Lanes	Capacity						
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	238	48	286	0.26	YES	
NW 87TH AVE	NW 83RD AVE	NW 83RD AVE	2	1,110	1,838	292	2,130	1.92	NO	
NW 87TH AVE	NW 82ND AVE	NW 82ND AVE	4	2,950	1,838	408	2,246	0.76	YES	
NW 82ND AVE	NW 79TH CT	NW 79TH CT	4	2,950	3,468	408	3,876	1.31	NO	
NW 79TH CT	NW 79th AVE	NW 79th AVE	4	2,950	2,554	540	3,094	1.05	NO	
NW 79TH AVE	NW 77TH COURT	NW 77TH COURT	4	2,950	3,312	710	4,022	1.36	NO	
NW 77TH COURT	SR 826	SR 826	4	2,950	4,207	1,718	5,925	2.01	NO	
NW 77TH AVENUE	SITE	SITE	2	1,110	561	515	1,076	0.97	YES	
NW 170TH ST	NW 154TH ST	NW 154TH ST	0	0	N/A	N/A	N/A	N/A	N/A	
NW 154TH ST	NW 147TH TER	NW 147TH TER	4	2,950	1,292	479	1,771	0.60	YES	
NW 147TH TER	NW 138TH ST	NW 138TH ST	4	2,950	2,187	479	2,666	0.90	YES	
NW 82ND AVENUE	NW 162ND ST	NW 162ND ST	2	1,110	1,340	69	1,409	1.27	NO	
NW 170TH ST	NW 154TH ST	NW 154TH ST	4	2,950	1,718	69	1,787	0.61	YES	
NW 162ND ST										
NW 170TH STREET										
NW 87TH AVE	NW 82ND AVE	NW 82ND AVE	2	1,110	906	51	957	0.86	YES	

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TABLE 9 DUNNWOODY FOREST & DUNNWOODY LAKE ROADWAY LINK CONCURRENCY ANALYSIS - 2030 W/O PROJECT PM PEAK HOUR												
Roadway	From	To	2010		Peak Hour Volume	Committed Background Traffic	Historical Growth		Link Diversion	Total Background Traffic	Maximum v/c	Meets LOS Standard?
			Number of Lanes	Capacity			Annual Rate	Growth				
NW 164TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	238	48	0.50%	263	0	311	0.28	YES
NW 164TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	1,838	292	0.50%	2031	-406	1,917	1.73	NO
NW 164TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	1,838	408	0.50%	2031	-368	2,071	0.70	YES
NW 164TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	3,468	408	0.50%	3832	-192	4,048	1.37	NO
NW 164TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	2,554	540	0.50%	2822	-141	3,221	1.09	NO
NW 164TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	3,312	710	0.50%	3659	0	4,369	1.48	NO
NW 164TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	4,207	1,718	0.50%	4648	0	6,366	2.16	NO
NW 164TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	561	515	0.50%	620	573	1,708	0.58	YES
NW 164TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	1,194	515	0.50%	1319	573	2,407	0.82	YES
NW 164TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	1,292	479	0.50%	1428	0	1,907	0.65	YES
NW 164TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	2,187	479	0.50%	2416	0	2,895	0.98	YES
NW 164TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	1,340	69	0.50%	1481	-592	957	0.86	YES
NW 164TH STREET	NW 87TH AVE	NW 87TH AVE	4	2,950	1,718	69	0.50%	1898	-759	1,208	0.41	YES
NW 164TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	906	51	0.50%	1001	-250	802	0.72	YES

NOTE: NW 87TH Avenue volume from 2007 Aerial Grid Analysis by KHA  
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TABLE 11 Existing Total Traffic - AM Peak Intersection Capacity Analysis						
Intersection	Traffic Control	Overall LOS	Approach LOS			
			NB	SB	EB	WB
NW 154TH ST & NW 79TH AVE	Signalized	D	D	F	E	C
NW 154TH ST & NW 82ND AVE	Signalized	F	F	F	F	F
NW 154TH ST & NW 87TH AVE	Signalized	B	B		A	B
NW 170TH ST & NW 82ND AVE	Signalized	D	C	C	C	F
NW 146TH ST & NW 87TH AVE	Signalized	A	A	A	B	
INDUSTRIAL WAY & 87TH AVE	Signalized	B	A	A		B
NW 162ND ST & NW 82ND AVE	Signalized	A	A	A	B	

TABLE 12 Existing Total Traffic - PM Peak Intersection Capacity Analysis						
Intersection	Traffic Control	Overall LOS	Approach LOS			
			NB	SB	EB	WB
NW 154TH ST & NW 79TH AVE	Signalized	C	C	D	B	C
NW 154TH ST & NW 82ND AVE	Signalized	F	F	E	E	F
NW 154TH ST & NW 87TH AVE	Signalized	C	B		A	C
NW 170TH ST & NW 82ND AVE	Signalized	C	C	C	C	D
NW 146TH ST & NW 87TH AVE	Signalized	A	A	A	B	
INDUSTRIAL WAY & 87TH AVE	Signalized	B	B	A		C
NW 162ND ST & NW 82ND AVE	Signalized	A	A	A	B	

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TABLE 13 2030 Total Traffic - AM Peak Intersection Capacity Analysis						
Intersection	Traffic Control	Overall LOS	Approach LOS			
			NB	SB	EB	WB
NW 154TH ST & NW 79TH AVE	Signalized	D	D	F	D	C
NW 154TH ST & NW 82ND AVE	Signalized	E	F	D	E	E
NW 154TH ST & NW 87TH AVE	Signalized	D	D	D	E	E
NW 170TH ST & NW 87TH AVE	Signalized	C	C	C	D	C
NW 170TH ST & NW 82ND AVE	Signalized	D	C	C	F	E
NW 146TH ST & NW 87TH AVE	Signalized	A	A	A	C	
INDUSTRIAL WAY & 87TH AVE	Signalized	B	B	B		E
NW 162ND ST & NW 82ND AVE	Signalized	B	B	C	B	

TABLE 14 2030 Total Traffic - PM Peak Intersection Capacity Analysis						
Intersection	Traffic Control	Overall LOS	Approach LOS			
			NB	SB	EB	WB
NW 154TH ST & NW 79TH AVE	Signalized	E	C	F	F	B
NW 154TH ST & NW 82ND AVE	Signalized	F	F	E	E	F
NW 154TH ST & NW 87TH AVE	Signalized	C	C	C	D	C
NW 170TH ST & NW 87TH AVE	Signalized	C	C	B	C	E
NW 170TH ST & NW 82ND AVE	Signalized	D	C	C	E	D
NW 146TH ST & NW 87TH AVE	Signalized	A	A	B	B	
INDUSTRIAL WAY & 87TH AVE	Signalized	E	E	B		F
NW 162ND ST & NW 82ND AVE	Signalized	A	A	B	A	

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TABLE 15 2030 Total Traffic - AM Peak W/Improvements Intersection Capacity Analysis						
Intersection	Traffic Control	Overall LOS	Approach LOS			
			NB	SB	EB	WB
NW 154TH ST & NW 79TH AVE	Signalized	C	C	D	C	C
NW 154TH ST & NW 82ND AVE	Signalized	D	E	D	C	C
NW 154TH ST & NW 87TH AVE	Signalized	D	D	D	E	D
NW 170TH ST & NW 87TH AVE	Signalized	C	C	C	D	C
NW 170TH ST & NW 82ND AVE	Signalized	D	C	D	D	D
NW 146TH ST & NW 87TH AVE	Signalized	A	A	A	C	
INDUSTRIAL WAY & 87TH AVE	Signalized	B	A	A		D
NW 162ND ST & NW 82ND AVE	Signalized	B	B	C	B	

TABLE 16 2030 Total Traffic - PM Peak W/Improvements Intersection Capacity Analysis						
Intersection	Traffic Control	Overall LOS	Approach LOS			
			NB	SB	EB	WB
NW 154TH ST & NW 79TH AVE	Signalized	D	C	D	E	B
NW 154TH ST & NW 82ND AVE	Signalized	D	F	D	D	D
NW 154TH ST & NW 87TH AVE	Signalized	C	C	C	D	C
NW 170TH ST & NW 87TH AVE	Signalized	C	C	B	C	E
NW 170TH ST & NW 82ND AVE	Signalized	D	C	C	E	D
NW 146TH ST & NW 87TH AVE	Signalized	A	A	B	B	
INDUSTRIAL WAY & 87TH AVE	Signalized	C	C	C		D
NW 162ND ST & NW 82ND AVE	Signalized	A	A	B	A	

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TABLE 17 DUNNWOODY FOREST & DUNNWOODY LAKE ROADWAY LINK CONCURRENCY ANALYSIS - 2019 TOTAL TRAFFIC AM PEAK HOUR WITH IMPROVEMENTS & ARTPLAN ANALYSIS																		
Roadway	From	To	2019		Peak Hour Volume	Committed Background		Annual Rate	2039		Link Diverision	Total Background Traffic	Dunnwoody Forest		Dunnwoody Lake Traffic	Total 2039 Traffic	Maximum v/c	Meets LOS Standard?
			Number of Lanes	Capacity		Traffic	Growth		Traffic	Growth			Traffic	Traffic				
Roadway	NW 154TH STREET	NW 87TH AVE	2	1,110	114	46	0.50%	126	0	172	7	142	321	0.29	YES			
	NW 89TH AVE	NW 87TH AVE	4	2,950	1,710	322	0.50%	1889	-378	1,333	35	123	1,991	0.67	YES			
	NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES			
	NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES			
	NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES			
	NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES			
	NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES			
	NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES			
	NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES			
	NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES			
	NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES			
	NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES			
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	23	118	2,083	0.71	YES				
NW 87TH AVE	NW 87TH AVE	4																

Note: NW 87TH Avenue volume from 2007 Annual Grid Analysis by SEA

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**TABLE 18**  
**DUNNWOODY FOREST & DUNNWOODY LAKE**  
**ROADWAY LINK CONCURRENCY ANALYSIS - 2030 TOTAL TRAFFIC PM PEAK HOUR WITH IMPROVEMENTS & ARTPLAN ANALYSIS**

Roadway	From	To	2010		2030		Historical Growth		Link Diversion	Total Background Traffic	Dunnwoody Forest Traffic	Dunnwoody Lake Traffic	Total 2030 Traffic	Maximum V/C	Meets LOS Standard?
			Number of Lanes	Capacity	Peak Hour Volume	Consolidated Background Traffic	Assumed Rate	Growth							
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	238	48	0.50%	263	0	311	9	235	558	0.50	YES
NW 89TH AVE	NW 83RD AVE	NW 83RD AVE	4	2,950	1,838	292	0.50%	2031	-406	1,917	45	219	2,181	0.74	YES
NW 83RD AVE	NW 82ND AVE	NW 82ND AVE	4	2,950	1,838	408	0.50%	2031	-368	2,071	30	197	2,298	0.78	YES
NW 82ND AVE	NW 79TH CT	NW 79TH CT	4	4,640	3,468	408	0.50%	3832	-192	4,048	23	122	4,203	0.91	YES
NW 79TH CT	NW 79th AVE	NW 79th AVE	4	4,640	3,468	540	0.50%	2822	-141	3,221	18	96	3,335	0.72	YES
NW 79th AVE	NW 77TH COURT	NW 77TH COURT	4	4,640	3,312	710	0.50%	3659	0	4,369	14	57	4,440	0.96	YES
NW 77TH COURT	SR 826	SR 826	4	7,030	4,207	1,718	0.50%	4648	0	6,366	12	57	6,490	0.92	YES
NW 87TH AVE	SITE	SITE	4	2,950	561	515	0.50%	620	573	1,208	27	212	1,947	0.66	YES
NW 87TH AVE	NW 154TH ST	NW 154TH ST	4	2,950	1,194	515	0.50%	1319	573	2,407	27	212	2,646	0.90	YES
NW 154TH ST	NW 147TH TER	NW 147TH TER	4	2,950	1,292	479	0.50%	1428	0	1,907	33	230	2,170	0.74	YES
NW 147TH TER	NW 136TH ST	NW 136TH ST	4	3,530	2,187	479	0.50%	2416	0	2,895	32	156	3,063	0.87	YES
NW 136TH ST	NW 162ND ST	NW 162ND ST	2	1,110	1,340	69	0.50%	1481	-592	957	1	25	983	0.89	YES
NW 162ND ST	NW 154TH ST	NW 154TH ST	4	2,950	1,718	69	0.50%	1898	-759	1,208	3	52	1,263	0.43	YES
NW 154TH ST	NW 170TH STREET	NW 170TH STREET	2	1,110	906	51	0.50%	1001	-250	802	3	52	857	0.77	YES

NOTE: NW 87TH Avenue volume from 2007 Aerial Grid Analysis by KHA  
ARTPLAN USED TO DETERMINE CAPACITY

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Note:

Appendices A-L, of the Traffic Impact Analysis prepared by JMD Engineering, Inc., consisting of approximately 275 pages, are on file with the original Traffic Impact Analysis in the office of the Town Clerk of the Town of Miami Lakes.

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JMD ENGINEERING, INC.

**TRAFFIC IMPACT ANALYSIS  
PHASE I  
SUPPLEMENTAL ANALYSIS**

**DUNNWOODY LAKE &  
DUNNWOODY FOREST**

**MIAMI LAKES, FLORIDA**

**BM-09-15  
MARCH 4 2011**

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## PHASE I ANALYSIS

Dunnwoody Lake is a proposed mixed-use development (residential and retail) proposed on the northwest corner of NW 154<sup>th</sup> Street and NW 87<sup>th</sup> Avenue and Dunnwoody Forest is a proposed single family development at the northeast corner of NW 154<sup>th</sup> Street and NW 87<sup>th</sup> Avenue in the Town of Miami Lakes, Florida. This analysis addresses the development of Phase I (commercial portion of Dunwoody Lake).

This study addresses trip generation, access to the site, pass-by traffic and the traffic impacts created by Phase I of the proposed development on the adjacent transportation network.

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## INVENTORY

### Existing Land Use

The project sites are currently vacant

### Proposed Land Use and Access

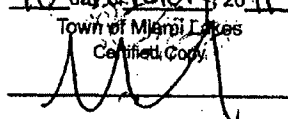
Proposed for Phase I of the Dunnwoody Lake site is a retail shopping center with a gross building area of 140,000 square feet. Access to the site will be provided via one driveway on NW 154<sup>th</sup> Street and two driveways on NW 87<sup>th</sup> Avenue. For purposes of this traffic study, background traffic for Phase I is the same as for build out of the project in the year 2030.

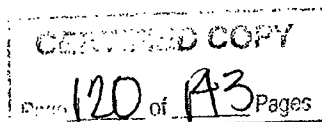
### Intersections

Phase I of the proposed mixed use development will significantly impact the segments of NW 154<sup>th</sup> Street (Miami Lakes Drive) between NW 79<sup>th</sup> Avenue and NW 89<sup>th</sup> Avenue as well as NW 87<sup>th</sup> Avenue from I-75 to NW 170<sup>th</sup> Street and NW 82<sup>nd</sup> Avenue from NW 154<sup>th</sup> Street north to NW 170<sup>th</sup> Street. The signalized intersections located on the affected roadway segments which carry two percent or more of the adopted levels of service threshold capacity were selected for analysis purposes. These intersections include the following:

1. NW 154<sup>th</sup> Street & NW 82<sup>nd</sup> Avenue
2. NW 154<sup>th</sup> Street & NW 87<sup>th</sup> Avenue
3. NW 87<sup>th</sup> Avenue & NW 146<sup>th</sup> Street
4. NW 87<sup>th</sup> Avenue & Industrial Way
5. NW 170<sup>th</sup> Street & NW 82<sup>nd</sup> Avenue
6. NW 170<sup>th</sup> Street & NW 87<sup>th</sup> Avenue

For purposes of this study, build out intersection volumes were utilized in the intersection analysis in order to provide a conservative analysis of the impacts of Phase I.

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## TRIP GENERATION

The trip generation for the project was based on information contained in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual* (8<sup>th</sup> Edition). Table 1 summarizes the trip generation associated with Phase I of the proposed Dunnwoody Lake Mixed-Use development (140,000 square feet of Commercial).

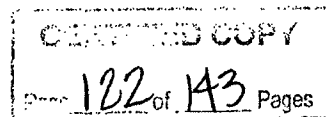
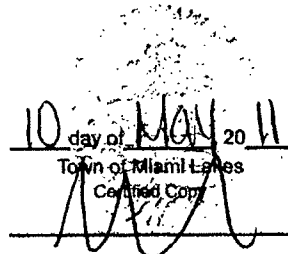
As indicated in Table 1, the gross trips anticipated to be generated by Phase I of the proposed Dunnwoody Lake project consists of 8,451 daily trips, 188 trips during the AM peak hour, and 797 trips during the PM peak hour. Gross trips were reduced by pass-by rates published by ITE and the methodology agreed upon during the pre-application and project scoping process as well as a subsequent meeting after the first report submittal. There were 2,983 daily, 66 AM peak hour and 281 PM peak hour pass-by trips. Therefore, the net external trips associated with Phase I of the proposed development are 5,468 daily trips, 122 trips during the AM peak hour, and 516 trips during the PM peak hour which impact the adjacent roadway network.

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## TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT

The trip distribution and traffic assignment for Phase I of the proposed Dunnwoody Lake Mixed-Use development was based on Miami-Dade County's cardinal distribution information for the study area (Traffic Analysis Zone 11). Examination of the existing/future surrounding roadway network characteristics, review of existing/future current traffic volumes, and existing/future land use patterns were utilized to assign the traffic to the adjacent roadway network. Phase I distribution and assignment is the same as Buildout for the commercial retail component.





## TRAFFIC ANALYSIS

### Determination of Significance

A determination of significance was undertaken for Phase I of the proposed project. A significantly impacted link is defined as a roadway segment where the net peak hour external project traffic equals or exceeds one percent (1%) of the service volume at the applicable level of service standard. This significance analysis is presented in Table 3 for the AM peak hour and Table 4 for the PM peak hour.

### Future Conditions Traffic Volumes

To provide a conservative Phase I analysis, future background traffic volumes (Year 2030) for Phase I are the same as for build out of the project.

In order to develop year 2030 traffic volumes without the proposed project, two separate analyses were undertaken. The first analysis converts the existing AM and PM peak hour traffic counts collected in the field to peak season conditions based on FDOT's Peak Season Factor Category report. The second analysis includes a growth factor to project 2010 peak season traffic volumes to the year 2030 as well as the addition of approved, but un-built project traffic as supplied by the Town of Miami Lakes. Based on traffic growth data for several traffic count station located near the project site and inside the study area, traffic has grown (Year 2007 to Year 2010) at a flat rate compounded annually, within the project's study area. Hence, a 0.5% growth rate, compounded annually, was assumed for the study area for the twenty year build out period.

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## Diversion Analysis and NW 87<sup>th</sup> Avenue Traffic Projections

Phase I assumes the same diversion analysis as build out of the project as discussed below:

In order to help determine what impacts this construction would have on traffic patterns in the study area, a FSUTMS model run was conducted with and without NW 87<sup>th</sup> Avenue from NW 154<sup>th</sup> Street to NW 162<sup>nd</sup> Avenue. The resulting FSUTMS model runs and select link analysis of NW 87<sup>th</sup> Avenue and NW 154<sup>th</sup> Avenue as well as reviewing current traffic patterns based on counts taken at critical locations where the diversions will occur indicated the following:

1. No significant reduction in two-way peak hour traffic in the study area is anticipated east of 79<sup>th</sup> Avenue.
2. NW 82<sup>nd</sup> Avenue will see a decrease of approximately 40% as traffic shifts to the west to utilize the fully functional NW 87<sup>th</sup> Avenue. A reduction of 40 % of the existing counts was applied to appropriate movements at NW 154<sup>th</sup> Street and NW 82<sup>nd</sup> Avenue.
3. NW 79<sup>th</sup> Avenue will see a decrease of approximately 10% as traffic shifts to the west to utilize the fully functional NW 87<sup>th</sup> Avenue. A reduction of 10 % of the existing counts was applied to appropriate movements at NW 154<sup>th</sup> Street and NW 79<sup>th</sup> Avenue.
4. The northbound right turns and westbound left turn movements at NW 154<sup>th</sup> Street and NW 87<sup>th</sup> Avenue were reduced based on the other diversions of existing traffic. In addition, the southbound left turn and westbound right turn were increased as appropriate.
5. The remainder of the "new" traffic on NW 87<sup>th</sup> Avenue will come from locations outside the Town of Miami Lakes. For example, traffic that presently travels on NW 186<sup>th</sup> Street that wishes to travel south will be diverted to NW 87<sup>th</sup> Avenue.

Instead of attempting to build the projected opening day peak hour and 24-hour traffic volumes on NW 87<sup>th</sup> Avenue solely from the diversion analysis, it was decided to utilize the results of a previous study submitted to the Miami-Dade Metropolitan Planning Organization (MPO) in 2007. The study, "Arterial Grid Analysis Study" by Kimley-Horn and Associates,

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Inc. in which the "missing link" was included and a Year 2015 24-hour traffic volume was developed. This 24 hour volume was converted to AM and PM peak hour directional volumes for use in this study based on the count data collected as a part of this study. Fifteen years of growth at 0.50% a year was then added to give the 2030 background traffic used in this analysis.

### Project Traffic Volumes

The project traffic for Phase I was assigned to the adjacent roadway network for the AM peak hour and the PM peak hour. These volumes were added to the existing, growth and diverted traffic to obtain Phase I total traffic volumes.

### Level of Service Analyses

Roadway link and intersection capacity/level of service analyses were performed for the required links and intersections located within the project study area. The intersections analyses were undertaken following the capacity/level of service procedures outlined in the Highway Capacity Manual utilizing Synchro 7. As previously mentioned, all intersections analyzed were done so with project build out traffic to provide a conservative approach to the Phase I analysis.

The results of the link capacity analyses are summarized in Tables 5 through 10.

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The link analysis indicated that the following link was over capacity for Phase I:

- NW 154<sup>th</sup> Street from NW 87<sup>th</sup> Avenue to NW 79<sup>th</sup> Avenue

The intersection analysis indicated that the following intersection was operating at an unacceptable level of service for Phase I:

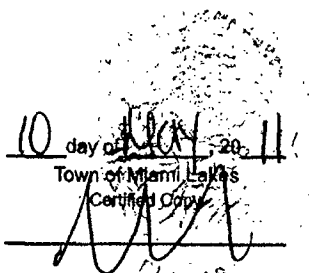
- NW 154<sup>th</sup> Street & NW 82<sup>nd</sup> Avenue

In order to provide adequate levels of service on these links and at these intersections, the following improvements are required (assuming NW 87<sup>th</sup> Avenue is complete):

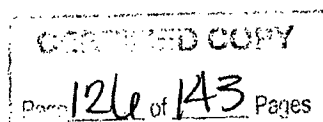
- ♦ Widen NW 154<sup>th</sup> Street to four lanes from NW 83<sup>rd</sup> Avenue west to NW 87<sup>th</sup> Avenue
- ♦ Add an additional southbound left turn lane, a separate eastbound right turn lane and a separate westbound right turn lane at NW 154<sup>th</sup> Street & NW 82<sup>nd</sup> Avenue

#### Project Access

Access to the Dunnwoody Lake project will be provided via a full-access driveway on NW 154<sup>th</sup> Street and two driveways on NW 87<sup>th</sup> Avenue.



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## CONCLUSIONS AND RECOMMENDATIONS

Dunnwoody Lake Mixed-Use development is a proposed mixed use project planned to be located on the north side of NW 154<sup>th</sup> Street west of NW 87<sup>th</sup>. The project site is currently vacant. Phase I of the proposed Dunnwoody Lake Mixed-Use development is anticipated to generate a net of 5,468 daily trips, approximately 122 AM peak hour trips, and approximately 516 trips during PM peak hour.

With signal timing adjustments and the improvements recommended, all links and intersections significantly impacted are projected to operate at acceptable levels of services for Phase I. Therefore, Phase I of the proposed Dunnwoody Lake project will meet the TCMP requirements of the Town of Miami Lakes with the recommended improvements.

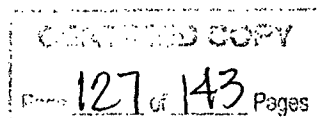
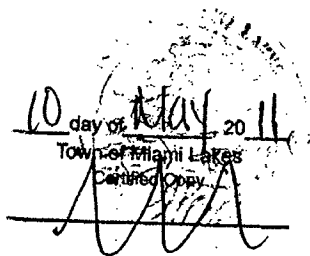


TABLE 1 - PHASE 1  
DUNNWOODY LAKE  
TRIP GENERATION

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
<b>Proposed Site Traffic</b>								
General Commercial Retail	140,000 S.F.	8,451	188	115	73	797	391	406
<u>Pass-By Capture</u>								
Retail Pass-By Trips	35.30%	2,983	66	41	26	281	138	143
<i>Net New External Traffic</i>								
<b>Total</b>		<b>5,468</b>	<b>122</b>	<b>74</b>	<b>47</b>	<b>516</b>	<b>253</b>	<b>263</b>
<i>Driveway Volumes</i>		<i>8,451</i>	<i>188</i>	<i>115</i>	<i>73</i>	<i>797</i>	<i>391</i>	<i>406</i>

Note: Trip generation was calculated using the following data:

**Daily**  
 Single-Family Detached Housing [ITE 210] =  $\text{Ln}(T) = 0.92\text{Ln}(X) + 2.71$   
 Residential Condominium/Townhouse [ITE 230] =  $\text{Ln}(T) = 0.87\text{Ln}(X) + 2.46$   
 General Commercial Retail [ITE 820] =  $\text{Ln}(T) = 0.65 * \text{Ln}(X) + 5.83$

**AM Peak**  
 Single-Family Detached Housing [ITE 210] =  $T = 0.70(X) + 9.74$  (25% in, 75% out)  
 Residential Condominium/Townhouse [ITE 230] =  $\text{Ln}(T) = 0.80\text{Ln}(X) + 0.26$  (17% in, 83% out)  
 General Commercial Retail [ITE 820] =  $\text{Ln}(T) = 0.59 * \text{Ln}(X) + 2.32$

**PM Peak**  
 Single-Family Detached Housing [ITE 210] =  $\text{Ln}(T) = 0.90\text{Ln}(X) + 0.51$  (63% in, 37% out)  
 Residential Condominium/Townhouse [ITE 230] =  $\text{Ln}(T) = 0.82\text{Ln}(X) + 0.32$  (67% in, 33% out)  
 General Commercial Retail [ITE 820] =  $\text{Ln}(T) = 0.67 * \text{Ln}(X) + 3.37$  (49% in, 51% out)

Pass-by for retail based on ITE equation of  $\text{Ln}(T) = -0.291 * \text{Ln}(X) + 5.001$

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TABLE 3 - PHASE I DUNNWOODY LAKE ROADWAY PROJECT LINK SIGNIFICANCE - AM PEAK						
Roadway		2010		Project Traffic		Significance
From	To	Number of Lanes	Capacity	Comma. Assignment	Peak Hour Volume	
NW 154TH STREET						
SITE	NW 87TH AVE	2	1,110	30%	37	3.33%
NW 87TH AVE	NW 83RD AVE	2	1,110	30%	37	3.33%
NW 83RD AVE	NW 82ND AVE	4	2,950	25%	31	1.05%
NW 82ND AVE	NW 79TH CT	4	2,950	15%	18	0.61%
NW 79TH CT	NW 79TH AVE	4	2,950	10%	12	0.41%
NW 79TH AVE	NW 77TH COURT	4	2,950	4%	5	0.17%
NW 77TH COURT	SR 826	4	2,950	4%	5	0.17%
SR 826	FAIRWAY DR	4	3,120	3%	4	0.13%
FAIRWAY DR	NW 67TH AVE	4	3,120	3%	4	0.13%
NW 67TH AVE	MIAMI LAKEWAY N	4	3,120	2%	2	0.06%
NW 87TH AVENUE						
NW 170TH ST	SITE	4	2,950	30%	37	1.25%
SITE	NW 154TH ST	4	2,950	30%	37	1.25%
NW 154TH ST	NW 138TH ST	4	2,950	30%	37	1.25%
NW 138TH ST	NW 147TH TER	4	2,950	10%	12	0.41%
NW 82ND AVENUE						
NW 170TH ST	NW 162ND ST	2	1,110	5%	6	0.54%
NW 162ND ST	NW 154TH ST	4	2,950	10%	12	0.41%
NW 79TH AVENUE						
NW 167TH TER	NW 159TH TER	2	1,110	2%	2	0.18%
NW 159TH TER	NW 154TH ST	2	1,110	3%	4	0.36%
NW 77TH COURT						
NW 154TH ST	NW 149TH ST	2	1,110	1%	1	0.09%
FAIRWAY DRIVE						
MIAMI LAKES DR	MIAMI LAKEWAY N.	2	1,180	1%	1	0.08%
NW 170TH STREE						
NW 87TH AVE	NW 82ND AVE	2	1,110	10%	12	1.08%

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TABLE 4 - PHASE I DUNNWOODY LAKE ROADWAY LINK PROJECT SIGNIFICANCE - PM PEAK PHASE I						
Roadway		2010		Project Traffic		Significance
From	To	Number of Lanes	Capacity	Comm. Assignment	Peak Hour Volume	
<b>NW 154TH STREET</b>						
SITE	NW 87TH AVE	2	1,110	30%	155	13.96%
NW 87TH AVE	NW 83RD AVE	2	1,110	30%	155	13.96%
NW 83RD AVE	NW 82ND AVE	4	2,950	25%	130	4.41%
NW 82ND AVE	NW 79TH CT	4	2,950	15%	78	2.64%
NW 79TH CT	NW 79th AVE	4	2,950	10%	52	1.76%
NW 79TH AVE	NW 77TH COURT	4	2,950	4%	21	0.71%
NW 77TH COURT	SR 826	4	2,950	4%	21	0.71%
SR 826	FAIRWAY DR	4	3,120	3%	16	0.51%
FAIRWAY DR	NW 67TH AVE	4	3,120	3%	16	0.51%
NW 67TH AVE	MIAMI LAKEWAY N	4	3,120	2%	10	0.32%
<b>NW 87TH AVENUE</b>						
NW 170TH ST	SITE	4	2,950	30%	155	5.25%
SITE	NW 154TH ST	4	2,950	30%	155	5.25%
NW 154TH ST	NW 138TH ST	4	2,950	30%	155	5.25%
NW 138TH ST	NW 147TH TER	4	2,950	10%	52	1.76%
<b>NW 82ND AVENUE</b>						
NW 170TH ST	NW 162ND ST	2	1,110	5%	26	2.34%
NW 162ND ST	NW 154TH ST	4	2,950	10%	52	1.76%
<b>NW 79TH AVENUE</b>						
NW 167TH TER	NW 159TH TER	2	1,110	2%	10	0.90%
NW 159TH TER	NW 154TH ST	2	1,110	3%	16	1.44%
<b>NW 77TH COURT</b>						
NW 154TH ST	NW 149TH ST	2	1,110	1%	5	0.45%
<b>FAIRWAY DRIVE</b>						
MIAMI LAKES DR	MIAMI LAKEWAY N.	2	1,180	1%	5	0.42%
<b>NW 170TH STREE</b>						
NW 87TH AVE	NW 82ND AVE	2	1,110	10%	52	4.68%

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TABLE 1 - PHASE 1  
DUNNWOODY LAKE  
TRIP GENERATION

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<b>Net New External Traffic</b>								
Total		5,468	122	74	47	516	253	263
Driveway Volumes		8,451	188	115	73	797	391	406

Note: Trip generation was calculated using the following data:

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Single-Family Detached Housing [ITE 210] =  $Ln(T) = 0.90Ln(X) + 0.51$  (63% in, 37% out)  
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 General Commercial Retail [ITE 820] =  $Ln(T) = 0.67 * Ln(X) + 3.37$  (49% in, 51% out)

Pass-by for retail based on ITE equation of  $Ln(T) = -0.291 * Ln(X) + 5.001$

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<b>TABLE 5 - PHASE 1</b> <b>DUNNWOODY FOREST &amp; DUNNWOODY LAKE</b> <b>ROADWAY LINK CONCURRENCY ANALYSIS - 2010 EXISTING AM PEAK HOUR</b>									
Roadway	From	To	2010		Peak Hour Volume	Committed Background Traffic	Total Traffic	Maximum v/c	Meets LOS Standard?
			Number of Lanes	Capacity					
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	114	46	160	0.14	YES
NW 89TH AVE	NW 87TH AVE	NW 83RD AVE	2	1,110	1,710	322	2,032	1.83	NO
NW 87TH AVE	NW 83RD AVE	NW 82ND AVE	4	2,950	1,710	441	2,151	0.73	YES
NW 83RD AVE	NW 82ND AVE	NW 79TH CT	4	2,950	2,906	441	3,347	1.13	NO
NW 82ND AVE	NW 79TH CT	NW 79th AVE	4	2,950	2,558	559	3,117	1.06	NO
NW 79TH CT	NW 87TH AVENUE	SITE	2	1,110	577	656	1,233	1.11	NO
NW 87TH AVENUE	NW 170TH ST	NW 154TH ST	0	0	N/A	N/A	N/A	N/A	N/A
NW 170TH ST	NW 154TH ST	NW 147TH TER	4	2,950	958	598	1,556	0.53	YES
NW 147TH TER	NW 147TH TER	NW 138TH ST	4	2,950	1,876	598	2,474	0.84	YES
NW 82ND AVENUE	NW 170TH ST	NW 162ND ST	2	1,110	1,162	89	1,251	1.13	NO
NW 170TH ST	NW 162ND ST	NW 154TH ST	4	2,950	1,521	89	1,610	0.55	YES
NW 162ND ST	NW 170TH STREET	NW 82ND AVE	2	1,110	918	163	1,081	0.97	YES

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TABLE 6 - PHASE I												
DUNNWOODY FOREST & DUNNWOODY LAKE												
ROADWAY LINK CONCURRENCY ANALYSIS - 2030 W/O PROJECT AM PEAK HOUR												
Roadway	From	To	2010		Peak Hour Volume	Committed Background Traffic	Historical Growth		Link Diversions	Total Background Traffic	Maximum w/c	Meets LOS Standard?
			Number of Lanes	Capacity			Annual Rate	2030 Growth				
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	114	46	0.50%	126	0	172	0.15	YES
	NW 87TH AVE	NW 83RD AVE	2	1,110	1,710	322	0.50%	1889	-378	1,833	1.65	NO
	NW 83RD AVE	NW 82ND AVE	4	2,950	1,710	441	0.50%	1889	-378	1,952	0.66	YES
	NW 82ND AVE	NW 79TH CT	4	2,950	2,906	441	0.50%	3211	-161	3,491	1.18	NO
	NW 79TH CT	NW 79th AVE	4	2,950	2,558	559	0.50%	2826	-141	3,244	1.10	NO
NW 87TH AVENUE		SITE	4	2,950	577	656	0.50%	638	507	1,801	0.61	YES
NW 170TH ST		NW 154TH ST	4	2,950	1,016	656	0.50%	1123	507	2,286	0.77	YES
SITE		NW 147TH TER	4	2,950	958	598	0.50%	1058	0	1,656	0.56	YES
NW 154TH ST		NW 138TH ST	4	2,950	1,876	598	0.50%	2073	0	2,671	0.91	YES
NW 147TH TER		NW 162ND ST	2	1,110	1,162	89	0.50%	1284	-514	859	0.77	YES
NW 82ND AVENUE		NW 154TH ST	4	2,950	1,521	89	0.50%	1681	-672	1,098	0.37	YES
NW 170TH ST		NW 82ND AVE	2	1,110	918	163	0.50%	1014	-254	924	0.83	YES
NW 162ND ST		NW 170TH STREET										
NW 170TH STREET		NW 87TH AVE										

Note: NW 87TH Avenue volume from 2007 Arterial Grid Analysis by KHA  
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TABLE 7 - PHASE 1 DUNNWOODY FOREST & DUNNWOODY LAKE ROADWAY LINK CONCURRENCY ANALYSIS - 2030 TOTAL TRAFFIC AM PEAK HOUR													
Roadway	From	To	2010		Peak Hour Volume	Historical Growth		Link Divergence	Total Background Traffic		Dunnwoody Forest Traffic	Dunnwoody Lake Traffic	Total 2030 Traffic
			Number of Lanes	Capacity		Annual Rate	2030 Growth						
	NW 154TH STREET	NW 87TH AVE	2	1,110	114	0.50%	126	0	172	0	0	37	209
	NW 87TH AVE	NW 83RD AVE	2	1,110	1,710	0.50%	1889	-378	1,833	0	0	37	1,870
	NW 83RD AVE	NW 82ND AVE	4	2,950	1,710	0.50%	1889	-378	1,952	0	0	31	1,983
	NW 82ND AVE	NW 79TH CT	4	2,950	2,906	0.50%	3211	-161	3,491	0	0	18	3,509
	NW 79TH CT	NW 79th AVE	4	2,950	2,558	0.50%	2826	-141	3,244	0	0	12	3,256
	NW 79th AVE	SITE	4	2,950	577	0.50%	638	507	1,801	0	0	37	1,838
	NW 79TH STREET	NW 154TH ST	4	2,950	1,016	0.50%	1123	507	2,286	0	0	37	2,323
	NW 154TH ST	NW 147TH TER	4	2,950	958	0.50%	1058	0	1,656	0	0	37	1,693
	NW 147TH TER	NW 138TH ST	4	2,950	1,876	0.50%	2073	0	2,671	0	0	12	2,683
	NW 138TH ST	NW 162ND ST	2	1,110	1,162	0.50%	1284	-514	859	0	0	6	865
	NW 162ND ST	NW 147TH ST	4	2,950	1,521	0.50%	1681	-672	1,098	0	0	12	1,110
	NW 147TH ST	NW 82ND AVE	2	1,110	918	0.50%	1014	-254	924	0	0	12	936

Note: NW 87TH volume from 2007 Arterial Road Analysis by KHA  
Capacity per Miami Lakes Concurrence Report except for:

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TABLE 17 - PHASE 1 ROADWAY LINK CONCURRENCY ANALYSIS - 2030 TOTAL TRAFFIC AM PEAK HOUR WITH IMPROVEMENTS & ARTPLAN ANALYSIS													
Roadway	From	To	Number of Lanes	2010		Peak Hour Volume	Historical Growth		Committed Background Traffic	Annual Rate		Link Diversion	Total Background Traffic
				Capacity	Volume		2030	2030		Rate	Growth		
	NW 154TH STREET	NW 87TH AVE	2	1,110	114	46	0.50%	126	172	0	0	0	172
	NW 87TH AVE	NW 83RD AVE	4	2,950	1,710	322	0.50%	1839	1,833	0	0	37	1,870
	NW 83RD AVE	NW 82ND AVE	4	2,950	1,710	441	0.50%	1839	1,952	0	0	37	1,983
	NW 82ND AVE	NW 79TH CT	4	4,460	2,906	441	0.50%	3211	3,491	0	0	18	3,509
	NW 79TH CT	NW 79th AVE	4	4,460	2,538	559	0.50%	2826	3,244	0	0	12	3,256
	NW 87TH AVENUE	SITE	4	2,950	577	656	0.50%	638	1,801	0	0	37	1,838
	NW 170TH ST	NW 154TH ST	4	2,950	1,016	656	0.50%	1123	2,286	0	0	37	2,323
	NW 154TH ST	NW 147TH TER	4	2,950	958	598	0.50%	1038	1,656	0	0	37	1,693
	NW 147TH TER	NW 138TH ST	4	2,950	1,876	598	0.50%	2073	2,671	0	0	12	2,683
	NW 82ND AVENUE	NW 162ND ST	2	1,110	1,162	89	0.50%	1284	859	0	0	6	865
	NW 162ND ST	NW 154TH ST	4	2,950	1,521	89	0.50%	1681	1,098	0	0	12	1,110
	NW 154TH ST	NW 82ND AVE	2	1,110	918	163	0.50%	1014	924	0	0	12	936

ARTPLAN (USED TO DETERMINE CAPACITY)

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TABLE 8 - PHASE 1 DUNNWOODY FOREST & DUNNWOODY LAKE ROADWAY LINK CONCURRENCY ANALYSIS - 2010 EXISTING PM PEAK HOUR									
Roadway	From	To	2010		Peak Hour Volume	Committed Background Traffic	Total Traffic	Maximum v/c	Meets LOS Standard?
			Number of Lanes	Capacity					
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	238	48	286	0.26	YES
NW 87TH AVE	NW 83RD AVE	NW 83RD AVE	2	1,110	1,838	292	2,130	1.92	NO
NW 83RD AVE	NW 82ND AVE	NW 82ND AVE	4	2,950	1,838	408	2,246	0.76	YES
NW 82ND AVE	NW 79TH CT	NW 79TH CT	4	2,950	3,468	408	3,876	1.31	NO
NW 79TH CT	NW 79TH AVE	NW 79TH AVE	4	2,950	2,554	540	3,094	1.05	NO
NW 87TH AVENUE	SITE	SITE	2	1,110	561	515	1,076	0.97	YES
NW 170TH ST	NW 154TH ST	NW 154TH ST	0	0	N/A	N/A	N/A	N/A	N/A
NW 154TH ST	NW 147TH TER	NW 147TH TER	4	2,950	1,292	479	1,771	0.60	YES
NW 147TH TER	NW 138TH ST	NW 138TH ST	4	2,950	2,187	479	2,666	0.90	YES
NW 82ND AVENUE	NW 162ND ST	NW 162ND ST	2	1,110	1,340	69	1,409	1.27	NO
NW 170TH ST	NW 162ND ST	NW 154TH ST	4	2,950	1,718	69	1,787	0.61	YES
NW 170TH STREE	NW 87TH AVE	NW 82ND AVE	2	1,110	906	51	957	0.86	YES

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TABLE 9 - PHASE I												
DUNNWOODY FOREST & DUNNWOODY LAKE												
ROADWAY LINK CONCURRENCY ANALYSIS - 2030 W/O PROJECT PM PEAK HOUR												
Roadway	From	To	2010		Peak Hour Volume	Committed Background Traffic	Historical Growth		Link Diversion	Total Background Traffic	Maximum v/c	Meets LOS Standard?
			Number of Lanes	Capacity			Annual	Rate				
NW 154TH STREET	NW 87TH AVE	NW 87TH AVE	2	1,110	238	48	0.50%	263	0	311	0.28	YES
NW 87TH AVE	NW 83RD AVE	NW 83RD AVE	2	1,110	1,838	292	0.50%	2031	-406	1,917	1.73	NO
NW 83RD AVE	NW 82ND AVE	NW 82ND AVE	4	2,950	1,838	408	0.50%	2031	-368	2,071	0.70	YES
NW 82ND AVE	NW 79TH CT	NW 79TH CT	4	2,950	3,468	408	0.50%	3832	-192	4,048	1.37	NO
NW 79TH CT	NW 79th AVE	NW 79th AVE	4	2,950	2,554	540	0.50%	2822	-141	3,221	1.09	NO
NW 79th AVE	SITE	SITE	4	2,950	561	515	0.50%	620	573	1,708	0.58	YES
NW 154TH STREET	NW 147TH TER	NW 147TH TER	4	2,950	1,194	515	0.50%	1319	573	2,407	0.82	YES
NW 147TH TER	NW 138TH ST	NW 138TH ST	4	2,950	1,292	479	0.50%	1428	0	1,907	0.65	YES
NW 138TH ST	NW 82ND AVENUE	NW 82ND AVENUE	4	2,950	2,187	479	0.50%	2416	0	2,895	0.98	YES
NW 82ND AVENUE	NW 162ND ST	NW 162ND ST	2	1,110	1,340	69	0.50%	1481	-592	957	0.86	YES
NW 162ND ST	NW 154TH ST	NW 154TH ST	4	2,950	1,718	69	0.50%	1898	-759	1,208	0.41	YES
NW 154TH ST	NW 170TH STREET	NW 170TH STREET	4	2,950	1,718	69	0.50%	1898	-759	1,208	0.41	YES
NW 170TH STREET	NW 87TH AVE	NW 82ND AVE	2	1,110	906	51	0.50%	1601	-250	802	0.72	YES

Note: NW 87TH Avenue volume from 2007 Arterial Grid Analysis by KHA  
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TABLE 10 - PHASE I DUNNWOODY FOREST & DUNNWOODY LAKE ROADWAY LINK CONCURRENCY ANALYSIS - 2030 TOTAL TRAFFIC PM PEAK HOUR													
Roadway	From	To	2019		Historical Growth		Annual Rate	Growth	Link Diversion	Total Background Traffic	Dunnwoody Forest Traffic	Dunnwoody Lake Traffic	Total Traffic
			Number of Lanes	Capacity	Peak Hour Volume	Committed Background Traffic							
	NW 154TH STREET	NW 87TH AVE	2	1,110	238	48	0.50%	263	0	311	0	155	466
	NW 87TH AVE	NW 83RD AVE	2	1,110	1,838	292	0.50%	2031	-406	1,917	0	155	2,072
	NW 83RD AVE	NW 82ND AVE	4	2,950	1,838	408	0.50%	2031	-368	2,071	0	130	2,201
	NW 82ND AVE	NW 79TH CT	4	2,950	3,468	408	0.50%	3832	-192	4,048	0	78	4,126
	NW 79TH CT	NW 70th AVE	4	2,950	2,554	540	0.50%	2822	-141	3,221	0	52	3,273
	NW 70th AVE	SITE	4	2,950	561	515	0.50%	620	573	1,708	0	155	1,863
	NW 170TH ST	NW 154TH ST	4	2,950	1,194	515	0.50%	1319	573	2,407	0	155	2,562
	NW 154TH ST	NW 147TH TER	4	2,950	1,292	479	0.50%	1428	0	1,907	0	155	2,062
	NW 147TH TER	NW 138TH ST	4	2,950	2,187	479	0.50%	2416	0	2,895	0	52	2,947
	NW 138TH ST	NW 127TH ST	2	1,110	1,340	69	0.50%	1481	-592	957	0	26	983
	NW 127TH ST	NW 120TH ST	4	2,950	1,718	69	0.50%	1898	-759	1,208	0	52	1,260
	NW 120TH ST	NW 82ND AVE	2	1,110	906	51	0.50%	1001	-240	802	0	52	854

Notes: NW 87TH Avenue volume from 2007 Aerial Grid Analysis by KHA  
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TABLE 18 - PHASE 1																	
DUNNWOODY FOREST & ARTPLAN ANALYSIS																	
ROADWAY LINK CONCURRENCY ANALYSIS - 2030 TOTAL TRAFFIC PM PEAK HOUR WITH IMPROVEMENTS & ARTPLAN ANALYSIS																	
Roadway	From	To	2010		Peak Hour Volume	Committed		Historical Growth		Link Division	Total		Dunnwoody		Total Traffic	Maximum v/c	Meets LOS Standard?
			Number of Lanes	Capacity		Background Traffic	Annual Rate	2030 Growth	Background Traffic		Forest Traffic	Lake Traffic					
NW 154TH STREET	NW 87TH AVE		2	1,110	238	48	0.50%	263	0	0	311	0	155	466	0.42	YES	
	NW 87TH AVE	NW 83RD AVE	4	2,950	1,838	292	0.50%	2031	-406	0	1,917	0	155	2,072	0.70	YES	
	NW 83RD AVE	NW 82ND AVE	4	2,950	1,838	408	0.50%	2031	-368	0	2,071	0	130	2,201	0.75	YES	
	NW 82ND AVE	NW 79TH CT	4	4,460	3,468	408	0.50%	3832	-192	0	4,048	0	78	4,126	0.93	YES	
	NW 79TH CT	NW 79A AVE	4	4,460	2,554	540	0.50%	2822	-141	0	3,221	0	52	3,273	0.73	YES	
	NW 87TH AVENUE	SITE	4	2,950	561	515	0.50%	620	573	0	1,708	0	155	1,863	0.63	YES	
	NW 170TH ST	NW 154TH ST	4	2,950	1,194	515	0.50%	1319	573	0	2,407	0	155	2,562	0.87	YES	
	NW 154TH ST	NW 147TH TER	4	2,950	1,292	479	0.50%	1428	0	0	1,907	0	155	2,062	0.70	YES	
	NW 147TH TER	NW 138TH ST	4	2,950	2,187	479	0.50%	2416	0	0	2,895	0	52	2,947	1.00	YES	
	NW 138TH ST	NW 162ND ST	2	1,110	1,340	69	0.50%	1481	-592	0	957	0	26	983	0.89	YES	
	NW 162ND ST	NW 154TH ST	4	2,950	1,718	69	0.50%	1898	-759	0	1,268	0	52	1,260	0.43	YES	
	NW 154TH ST	NW 82ND AVE	2	1,110	906	51	0.50%	1001	-250	0	802	0	52	854	0.77	YES	

Note: NW 87TH Avenue Volume from 2007 Arterial Corridor Analysis by M24  
ARTPLAN USED TO DETERMINE CAPACITY

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TABLE 1A  
DUNNWOODY FOREST  
TRIP GENERATION

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Proposed Site Traffic								
Single-Family Detached Housing	84 DU	886	69	17	52	90	57	33

Note: Trip generation was calculated using the following data:

Daily  
Single-Family Detached Housing [ITE 210] =  $Ln(T) = 0.92Ln(X) + 2.71$

AM Peak  
Single-Family Detached Housing [ITE 210] =  $T = 0.70(X) + 9.74$  (25% in, 75% out)

PM Peak  
Single-Family Detached Housing [ITE 210] =  $Ln(T) = 0.90Ln(X) + 0.51$  (63% in, 37% out)

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**TABLE I - PHASE I  
DUNNWOODY LAKE  
TRIP GENERATION**

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Proposed Site Traffic								
General Commercial Retail	140,000 S.F.	8,451	188	115	73	797	391	406
Pass-By Capture								
Retail Pass-By Trips	35.30%	2,983	66	41	26	281	138	143
Net New External Traffic								
Total		5,468	122	74	47	516	253	263
Driveway Volumes		8,451	188	115	73	797	391	406

Note: Trip generation was calculated using the following data:

**Daily**  
 Single-Family Detached Housing [ITE 210] =  $Ln(T) = 0.92Ln(X) + 2.71$   
 Residential Condominium/Townhouse [ITE 230] =  $Ln(T) = 0.87Ln(X) + 2.46$   
 General Commercial Retail [ITE 820] =  $Ln(T) = 0.65 * Ln(X) + 5.83$

**AM Peak**  
 Single-Family Detached Housing [ITE 210] =  $T = 0.70(X) + 9.74$  (25% in, 75% out)  
 Residential Condominium/Townhouse [ITE 230] =  $Ln(T) = 0.80Ln(X) + 0.26$  (17% in, 83% out)  
 General Commercial Retail [ITE 820] =  $Ln(T) = 0.59 * Ln(X) + 2.32$

**PM Peak**  
 Single-Family Detached Housing [ITE 210] =  $Ln(T) = 0.90Ln(X) + 0.51$  (63% in, 37% out)  
 Residential Condominium/Townhouse [ITE 230] =  $Ln(T) = 0.82Ln(X) + 0.32$  (67% in, 33% out)  
 General Commercial Retail [ITE 820] =  $Ln(T) = 0.67 * Ln(X) + 3.37$  (49% in, 51% out)

Pass-by for retail based on ITE equation of  $Ln(T) = -0.291 * Ln(X) + 5.001$

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# Exhibit 10

MPO Project No. PW20040390 and TIP Reference Page A7-21

10 day of May 20 11  
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This instrument prepared by:

Alberto Parlade, Esquire  
Parlade Law Firm, PA  
7050 SW 86 Avenue  
Miami, Florida 33143

### DECLARATION OF STORM WATER DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT F71-1, LLC, a Florida limited liability company, hereinafter referred to as "Declarant" or "Owner", hereby makes, declares and imposes on the land herein described, the following easement running with the title to the land hereinafter described, which shall be binding on the Owner, its successors and assigns, mortgagees, lessees and against all persons claiming by, through or under them:

#### WITNESSETH:

WHEREAS, Declarant is the owner of that certain parcel of land located in Miami-Dade County, Florida, that consists of a lake ("Dunnwoody Lake") and certain adjacent lands legally described in Exhibit "A" attached hereto ("Easement Property"); and

*Lunar  
prop*

WHEREAS, Declarant is also the owner of that certain parcel of real property legally described in Exhibit "B" attached hereto ("Benefited Property") which Declarant proposes to develop as a commercial center; and

*Dunn  
retaining  
com prop*

WHEREAS, Declarant desires to construct, install, operate and maintain a storm water management system to benefit the Benefited Property that will require the construction, installation, operation and maintenance of certain pipes and related facilities for the drainage of storm water from the Benefited Property through the ten (10) foot strip of land legally described on Exhibit "C" hereto ("Easement Area") into Dunnwoody Lake; and

WHEREAS, the Benefited Property shall require thirty eight and one-half (38.5) acre feet of drainage ("Grantee Acre Feet") for drainage to the Dunnwoody Lake;

*Plenty of capacity*

NOW, THEREFORE, in consideration of the premises, Declarant hereby declares as follows:

1. Recitals. The statements contained in the recitals of facts set forth above are true and correct and are incorporated herein in their entirety.

2. Declaration of Easement. Declarant hereby creates, grants, gives and imposes for the benefit of the Benefited Property, a perpetual, non-exclusive, appurtenant ten (10') foot wide easement for the installation, use, construction, improvement, repair, maintenance, reconstruction and connection to storm water drainage lines, systems and facilities located or to be located

underground in the Easement Area, together with the reasonable right to access the Easement Area for the purpose of installation and maintenance of the Drainage Facilities (as provided below). The foregoing easement is hereafter referred to as the "Easement." The Easement shall include the right to connect to any existing or future storm water drainage lines, if any, located within the Easement Area. Declarant and its successors and assigns reserves the right to use the Easement Area for purposes not inconsistent with the Easement created hereby, including without limitation, the right to install roadways, driveways, parking lots, landscaping and other similar improvements over the Easement Area, and to grant others rights and easements over the Easement Area provided that such rights and easements are not inconsistent with and do not interfere with Declarant's use of the Easement Area for the purposes provided herein.

Declarant, for itself and its successor and assigns, hereby declares that the Easement Property, and any lot or portion thereof, shall be held, sold, conveyed, leased, occupied, encumbered, built upon or otherwise used, improved or transferred, in whole or in part, subject to the following covenants, conditions, easements and restrictions, which are for the benefit of and for the purpose of: (i) the installation, use, construction, improvement, repair, maintenance, reconstruction and connection to storm water drainage lines, systems and facilities; (ii) drainage, retention and detention of storm water drainage which shall run with the Easement Property in favor of the Benefited Property and shall be binding upon any and all parties having any right, title or interest in the Easement Property and Benefited Property, or any lot or portion thereof and their successors, heirs, legal representatives and assigns; and (iii) non-exclusive easement of ingress, egress and access across such portion of the Easement Property immediately adjacent to the Easement Area as may be reasonably necessary for the full use and enjoyment the easements and rights under this Declaration, including, without limitation, the right to bring equipment, persons and materials onto the Easement Property and Dunnwoody Lake; provided, however, that the reasonable efforts are used to minimize the period of any such entry and any disruption of any activities on the Easement Property and that all entry shall be confined to the Easement Area or to the area immediately adjacent thereto.

3. Construction, Maintenance and Repair of Drainage Facilities. The owner(s) of the Benefited Property shall be solely responsible, at its sole cost and expense, for obtaining all applicable permits, licenses, consents and approvals from all applicable governmental authorities for any construction, installation, repair, maintenance or reconstruction of the lines, facilities, systems and/or improvements within the Easement Area (collectively, the "Drainage Facilities"). During construction, maintenance and or repair of the Drainage Facilities, Declarant, its successors and or assigns shall minimize any disruption to use of the Easement Area.

4. Liability. The owner(s) of the Benefited Property shall indemnify, defend and hold the owner(s) of the Easement Area, their successors and assigns, harmless and free from any loss, damage, claims, suits, liabilities or expenses, including reasonable attorney's fees which may arise out of or result from the construction, maintenance, repair, reconstruction of the connection to the lines, facilities or improvements to be installed or constructed within the Easement Area and from its use of the Easement, including but not limited to:

(1) Any injury or death of persons or damage to property caused by any negligent act or action or failure to take any act or action by the then owner of the Benefited Property, its employees, agents, contractors or subcontractors, successors or assigns, and

(2) Any liens associated with the construction and or installation of any Drainage

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Facilities within the Easement Area.

5. Modifications. This Declaration may not be modified in any respect whatsoever, or rescinded, in whole or in part, except by the consent of the Declarant, or its successors or assigns, and then only by written instrument duly executed, acknowledged by all of the owners of the Benefited Property and recorded in the Public Records of Miami-Dade County, Florida.

relocation

6. Covenants Running With the Land. All the easements, provisions, agreements, rights, powers, covenants, conditions and obligations contained in this agreement shall be binding upon Owner and its successors (by merger, consolidation or otherwise) and assigns, lessees and all other persons acquiring any interest in the Easement Area, the Easement Property or the Benefited Property, or any portion thereof, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the owners of the Benefited Property and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall constitute covenants running with the land pursuant to Florida law.

7. Term. This Declaration shall be binding for a term of thirty (30) years from the date this Declaration is recorded, after which time the term shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then fee simple owners of all the affected parcels has been recorded, changing or terminating the terms hereof in whole or in part.

8. Enforcement. In connection with any action arising from or in connection with this Declaration, (a) the prevailing party shall be entitled to an award of its costs and expenses, including reasonable attorneys' fees and disbursements, incurred or paid before and at trial or any other proceeding which may be instituted, at any tribunal level, and whether or not suit or any other proceeding is instituted; and (b) the terms of this Declaration may be enforced by injunctive relief and/or by any other remedies available at law or in equity.

9. Invalidation. Invalidation of any of these covenants by judgment or court in no way shall affect any of the other provisions, which shall remain in full force and effect.

10. Effective Date. The provisions of this instrument shall become effective upon recording of this Agreement in the Public Records of Miami-Dade County, Florida.

SIGNATURES AND ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGE



IN WITNESS WHEREOF, the undersigned, Grantor and Grantee have hereunto set their hands and seals this 5 day of SEPT., 2014.

Witnesses:

F71-1, LLC, a Florida Limited Liability Company

Louise O'Grady  
Print Name: Louise O'Grady

Aldo Puertas  
Print Name: Aldo Puertas

By: Betty L. Dunn  
BETTY L. DUNN, Manager

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 5 day of SEPT., 2014, by BETTY L. DUNN as, Manager of F71-1, LLC, a Florida Limited Liability Company. She is [☒] personally known to me or [ ] presented a \_\_\_\_\_ driver's license as identification and did not take an oath.



Kathy M. Rangel  
Notary Public, State of Florida at Large  
My Commission Expires: 7-8-15  
Commission Number: EE079672

## EXHIBIT "A"

EASEMENT PROPERTY**LEGAL DESCRIPTION:**

The Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying and being in Miami-Dade County, Florida, LESS AND EXCEPT that portion thereof lying within the lands designated as part of Parcel No. 102 and conveyed to the State of Florida Department of Transportation, pursuant to that Deed recorded in Official Records Book 9942, Page 1740, of the Public Records of Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof acquired by Miami-Dade County, Florida pursuant to that Final Judgment recorded in Official Records Book 27731, Page 2513, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel No. 1: The East 40.00 feet of the South 1275.00 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida;

and,

Parcel No. 1A: The East 40 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, LESS the South 1275.00 feet thereof.

FURTHER LESS AND EXCEPT that portion thereof conveyed to the Town of Miami Lakes pursuant to that Right-of-Way Deed recorded in Official Records Book 28429, Page 801, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel II: The South 50 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying East of Interstate 75 (State Road Number 93) Ramp Limited Access Right-of-Way line as shown on Florida Department of Transportation Right-of-Way Map for Section 87075-2401, Miami-Dade County, Florida.

## EXHIBIT "A" (Continued)

FURTHER LESS AND EXCEPT that portion thereof conveyed to Miami-Dade County, Florida pursuant to that Quit-Claim Deed recorded in Official Records Book 28634, Page 307, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

The external area formed by a 25-foot radius arc concave to the Northwest and tangent to the West line of the East 40 feet of said Section 16 and tangent to the North line of the South 50 feet of said Section 16, Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof described as follows:

A portion of land lying and being in the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, in Miami-Dade County, Florida; being more particularly described as follows:

Commencing at the Southeast corner of said Section 16; thence S 89° 34' 49" W along the South line of the Southeast 1/4 of said Section 16, for a distance of 67.90 feet to a point; thence N 00° 25' 11" E for 50.00 feet to the Point of Beginning; thence S 89° 34' 49" W along a line 50 feet North of and parallel with the South line of the Southeast 1/4 of said Section 16 a distance of 485.40 feet to a point; thence N 00° 25' 11" W for 564.21 feet to a point; thence N 29° 56' 58" E for 375.94 feet to a point; thence N 87° 24' 00" E for 87.27 feet to a point; thence N 02° 36' 00" W for 20.00 feet to a point; thence N 87° 24' 00" E for 200.00 feet; thence S 02° 36' 00" E along a line 40 feet West of and parallel with the East line of the Southeast 1/4 of Section 16 a distance of 894.18 feet to a point of curvature of a circular curve concave to the Northwest and having for its elements a central angle of 92° 10' 49", a radius of 25.00 feet, an arc distance of 40.22 feet and a chord distance of 36.02 feet to the Point of Beginning.

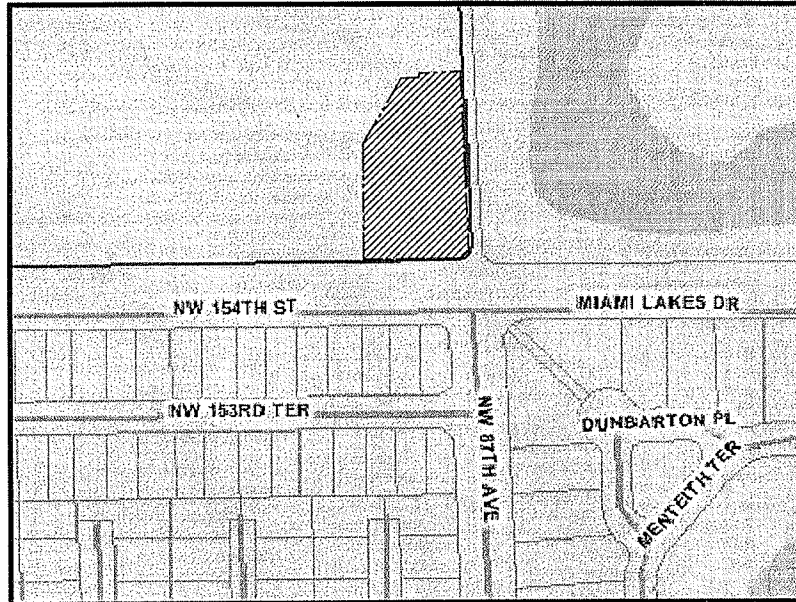
ALL OF SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

Exhibit B

Benefited Property

(See attached)

## SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



**LOCATION MAP**

N.T.S

### LEGAL DESCRIPTION:

A PORTION OF LAND LYING AND BEING AT THE SE ¼ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 16; THENCE S89°34'49"W ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 FOR A DISTANCE 67.90 FEET TO A POINT; THENCE N00°25'11"E FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE S89°34'49"W ALONG A LINE 50 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 WITH A DISTANCE OF 485.40 FEET TO A POINT; THENCE N00°25'11"W FOR 564.21 FEET TO A POINT; THENCE N29°56'58"E FOR 375.94 FEET TO A POINT; THENCE N87°24'00"E FOR 87.27 FEET TO A POINT; THENCE N02°36'00"W FOR 20.00 FEET TO A POINT; THENCE N87°24'00"E FOR 200.00 FEET; THENCE S02°36'00"E ALONG A LINE 40 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE SE ¼ OF SECTION 16 WITH A DISTANCE OF 894.18 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 92°10'49", A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.22 FEET AND A CHORD DISTANCE OF 36.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.50 ACRES MORE OR LESS.

### SURVEYOR'S NOTES:

- 1) UNLESS IT BEARS THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS REPORT, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 2) LANDS SHOWN HEREON WERE NOT ABSTRACTED BY ROBAYNA AND ASSOCIATES, INC.
- 3) ROBAYNA AND ASSOCIATES, INC.'S CERTIFICATE OF AUTHORIZATION NO. LB 5004 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
- 4) ALL DIMENSIONS SHOWN HEREON ARE IN THE UNITED STATES SURVEY FOOT.
- 5) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN. THE CENTERLINE OF NW 154th STREET IS ASSUMED TO BEAR SOUTH 89°34'49" WEST.

**ROBAYNA**  
AND ASSOCIATES INC.  
ENGINEERS - PLANNERS - SURVEYORS

5723 NW 158th STREET  
MIAMI LAKES, FL 33014  
PH. (305) 823-9316  
LICENSED BUSINESS No. LB 5004

BY:

FOR THE FIRM

ORLANDO GRANDAL  
PROFESSIONAL SURVEYOR AND MAPPER No. LS6677  
STATE OF FLORIDA

JOB No. 130100

THIS SHEET IS NOT VALID  
WITHOUT SHEETS 1 AND 2

SHEET 1 OF 2

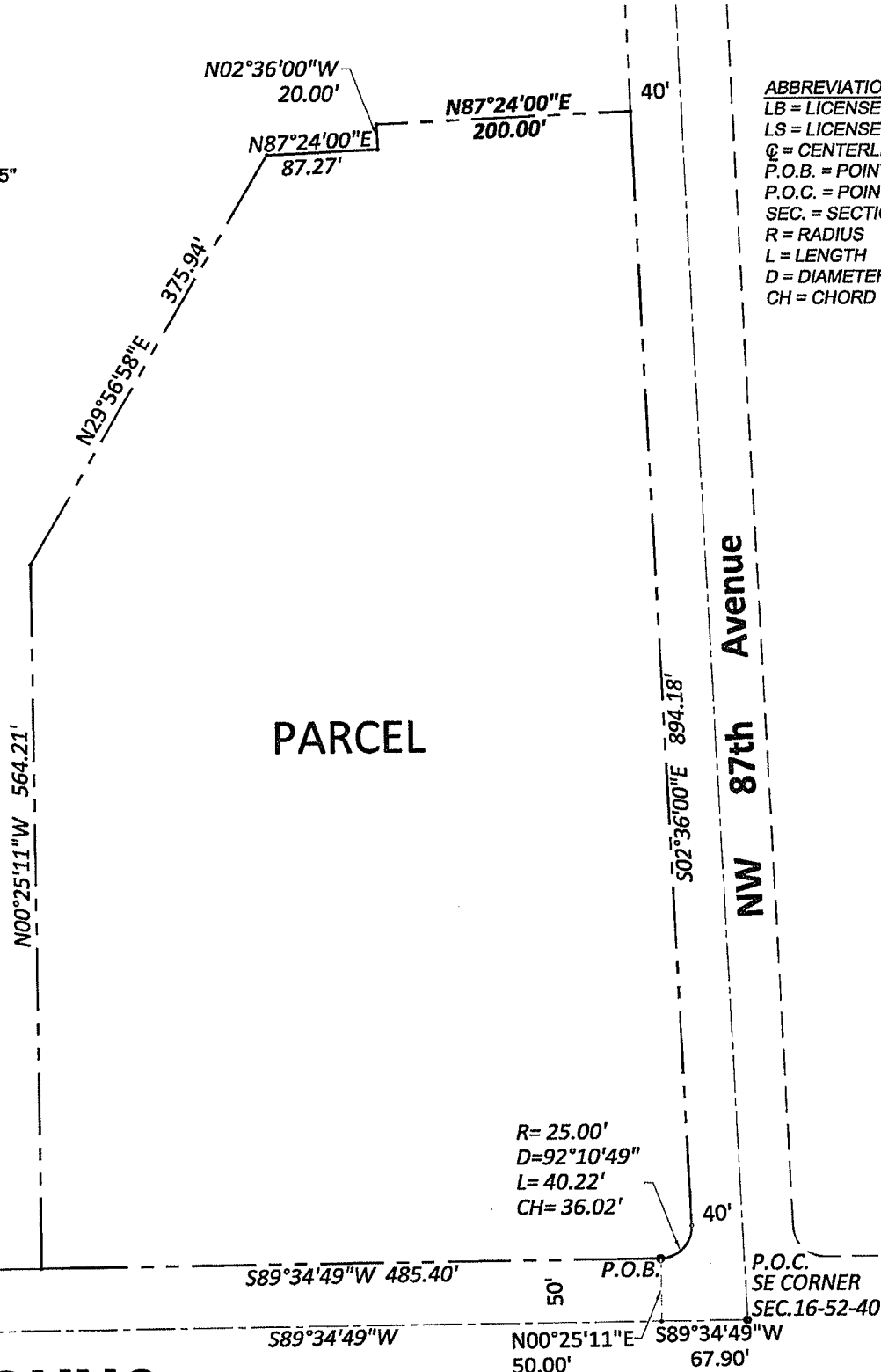
DATE: 09-09-14

# SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



SCALE: 1" = 125'

**ABBREVIATIONS:**  
 LB = LICENSED BUSINESS  
 LS = LICENSED SURVEYOR  
 CL = CENTERLINE  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCE  
 SEC. = SECTION  
 R = RADIUS  
 L = LENGTH  
 D = DIAMETER  
 CH = CHORD



**ROBAYNA**  
 AND ASSOCIATES INC.  
 ENGINEERS - PLANNERS - SURVEYORS  
 5723 NW 158th STREET  
 MIAMI LAKES, FL 33014  
 PH. (305) 823-9318  
 LICENSED BUSINESS No. LB 5004

NW 154th Street

JOB No. 130100

THIS SHEET IS NOT VALID  
 WITHOUT SHEETS 1 AND 2

SHEET 2 OF 2

DATE: 09-09-14

Exhibit C

Easement Area

(See attached)

# SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

## DRAINAGE EASEMENT

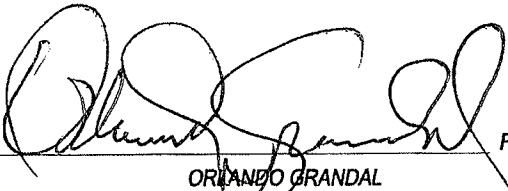
### DESCRIPTION:

COMMENCE AT THE SE CORNER OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST; ALSO BEING THE INTERSECTION OF THE PROPOSED CENTER LINE OF NW 87th AVENUE AND THE CENTER LINE OF NW 154th STREET; THENCE, ALONG THE CENTER LINE OF THE PROPOSED NW 87th AVENUE, NORTH 02°36'00" WEST FOR 971.71 FEET TO A POINT; THENCE, SOUTH 87°24'00" WEST FOR 185.00 FEET TO A POINT 10.00 FEET WEST OF THE CENTER LINE OF THE PROPOSED NW 87th COURT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DRAINAGE EASEMENT; THENCE, CONTINUE SOUTH 87°24'00" WEST FOR 10.00 FEET; THENCE, NORTH 02°36'00" WEST FOR 105.00 FEET TO A POINT; THENCE, SOUTH 87°24'00" WEST FOR 310.91 FEET; THENCE, SOUTH 03°04'01" EAST FOR 105.82 FEET; THENCE, NORTH 89°27'24" WEST ALONG A LINE 10' SOUTH AND PARALLEL TO THE NORTH LINE OF PROPOSED TRACT "E" (PARK SITE), FOR 117.39 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE WEST, HAVING A RADIAL BEARING OF NORTH 72°51'19" WEST, A RADIUS DISTANCE OF 35.00 FEET AND A CENTRAL ANGLE OF 16°36'06" FOR AN ARC DISTANCE OF 10.14 FEET TO A POINT BEING THE NW CORNER OF THE PROPOSED TRACT "E"; THENCE, ALONG A RADIAL LINE TO THE LAST CURVE, SOUTH 89°27'24" EAST FOR 105.28 FEET; THENCE, NORTH 03°04'01" WEST FOR 105.25 FEET TO A POINT; THENCE, NORTH 87°24'00" EAST FOR 331.00 FEET TO A POINT; THENCE, SOUTH 02°36'00" EAST FOR 115.00 FEET, BACK TO THE POINT OF BEGINNING. ALL PROPOSED CALLS, DISTANCES AND STREET NAMES REFER TO TENTATIVE PLAT APPROVED BY MIAMI-DADE COUNTY PLAT COMMITTEE, UNDER NUMBER T-21681, AKA AS DUNNWOODY LAKE SUBDIVISION. ALL THIS LANDS LYING AND BEING ON SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

### SURVEYOR'S NOTES:

- 1) UNLESS IT BEARS THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS REPORT, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
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- 4) ALL DIMENSIONS SHOWN HEREON ARE IN THE UNITED STATES SURVEY FOOT.
- 5) BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN. THE CENTERLINE OF PROPOSED NW 87th AVENUE IS ASSUMED TO BEAR NORTH 02°36'00" WEST.

**ROBAYNA**  
AND ASSOCIATES INC.  
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5723 NW 158th STREET  
MIAMI LAKES, FL 33014  
PH. (305) 823-9316  
LICENSED BUSINESS No. LB 5004

BY:  FOR THE FIRM  
ORLANDO GRANDAL  
PROFESSIONAL SURVEYOR AND MAPPER No. LS6677  
STATE OF FLORIDA

JOB No. 140037  
DATE: 09-03-14

THIS SHEET IS NOT VALID  
WITHOUT SHEETS 1 AND 2  
SHEET 1 OF 2



SCALE: 1' = 100'

[illegible]

SHEET 2 OF 2