



Naranja Lakes Community Redevelopment Agency

July 28, 2008

Prepared by: Jill Thornton

EXHIBITS LIST

NO.	DATE	ITEM #	DESCRIPTION
1	7/28/2008		Meeting Agenda
2	7/28/2008		Roll Call Sheet
3	7/28/2008	VI-1	NLCRA-Initiative Monthly Progress Report dated June 18, 2008
4	7/28/2008	VI-1	Community Response Team – Monthly Productivity Report for month of 05/15/08 to 06/15/08
5	7/28/2008	VI-1	NLCRA-Initiative Monthly Progress Report dated July 21, 2008
6	7/28/2008	VI-1	Community Response Team – Monthly Productivity Report for month of 06/16/08 to 07/21/08
7	7/28/2008	VI-2(a)	Planning and Zoning Hearing record, and attached letter from Zoning Hearing Section re: Folio #30 7904 000 0380 Countryside Early Learning Center
8	7/28/2008	VI-2(b)	Mandarin Lakes Sales and Closing Report
9	7/28/2008	VI-2(c)	NLCRA Construction Progress Report-July from SRS Engineering, Inc.
10	7/28/2008	VI-2(d)	Letter from Cornerstone Group dated July 22, 2008 re: Villa Capri
11	7/28/2008	VII-3	Proposed Agreement between NLCRA and Rachael Baum as a Consultant for services of an Economic Development Coordinator
12	7/28/2008	VII-4	RESOLUTION: accepting the conveyance of certain real property from D.R. Horton to the NLCRA
13	7/28/2008	VII-5(a)	Memorandum from de Guardiola Properties dated July 23, 2008 re: request for consideration of modification to the Naranja Lakes Redevelopment Agreement
14	7/28/2008	VII-5(b)	Mandarin Lakes TND Phase II Master Site Plan, and chart of NLCRA Projected Tax Increment Financing Revenues versus Results
15	7/28/2008	VII-5(c)	Sections 2.01 and 2.02 under Development of the Primary Redevelopment Project of the Naranja Lakes Redevelopment Agreement re: Approved Site Plan and Obligations of Owner

NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY

MEETING OF THE BOARD OF COMMISSIONERS

LOCATION: SOUTH DADE GOVERNMENT CENTER – ROOM 203

10710 S.W. 211TH STREET, MIAMI, FL

Regular Meeting 6:00PM – 7:30PM

July 28, 2008

MEETING AGENDA

- | | | |
|--------------|--|--|
| I. | Meeting Call to Order and Roll Call | Chair |
| II. | Introduction of Jorge Fernandez, OSBM Coordinator | Staff |
| III. | Approval of the Minutes

May 19, 2008 – Regular Meeting | Board |
| IV. | Approval of Agenda | Board |
| V. | Open Forum for Public Comments (15-min) | |
| VI. | Old Business

Community Policing
Update on General Old Business
Current re-zoning applications in CRA (5-min)
Mandarin Lakes (5-minutes)
Infrastructure Construction (5-minutes)
Cornerstone Group letter regarding Villa Capri | MDPD Reports

Staff
Karl Albertson, D.R. Horton
Ignacio Serralta, SRS
Mara Makes, Cornerstone Group |
| VII. | New Business

Report from the Selection Subcommittee regarding review and ranking of responses to RFQ for Economic Development Coordinator

Discussion on Selection Subcommittee recommendation for Economic Development Coordinator

Approval of award of contract to Rachel Baum, AICP for Economic Development Coordinator services

Resolution Accepting property conveyance from D.R. Horton pursuant to Redevelopment Agreement

Presentation from <i>de Guardiola Properties</i> regarding proposed Amendments to the Redevelopment Agreement | Nina Betancourt

Ken Forbes

Steve Zelkowitz

Steve Zelkowitz

Scott Hedge |
| VIII. | Next Meeting Dates:

August 25, 2008, Regular Board Meeting | |
| IX. | Adjournment | |

**NARANJA LAKES
COMMUNITY REDEVELOPMENT AGENCY**

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NLCRA

Roll Call Sheet for 07/28/2008

MEMBER	PRESENT	LATE	ABSENT
Archer, Stuart	✓		
Betancourt, Nina, Chairperson		✓	
Forbes, Kenneth	✓		
Hakssa, Moe	✓		
Infante, Rene	✓		
Lipe, Daniel P.		✓	
Ramkissoon, Parsuram		✓	
Volkert, Marleen			✓
(One Vacant Seat)			
COMMISSION REPORTER	J. THORNTON		
START TIME			
END TIME			

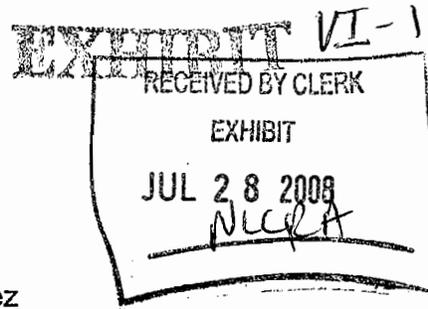
NOTE: Five (5) members constitute a quorum

Others :

Revised on 6/14/2006

Jorge Fernandez - OSBM
 J. Rodriguez - OSBM
 Mandana Dashtaki - ACIT
 S. Zerkowitz - legal counsel for CIRA

George De Guindola
 Greg Pettibon DR Horton
 Rachael Bach - AICP
 S. Hodge - NCLC
 DR Horton



Naranja Lakes CRA Initiative
Monthly Progress Report

Reported by: Sgt. Ozzie Hernandez

Date of report: June 18, 2008

The following is a synopsis of the police enforcement and community policing actions provided to the Naranja Lakes CRA boundaries from Friday, May 16, 2008 to Sunday, June 15, 2008:

- At the onset of the initiative, an up to date analysis was conducted of the areas of concern to determine the most active days and hours of the week to provide the most efficient coverage.
- A total of 55 four-hour roving patrol details along with 8 enforcement sweeps were conducted during this monthly period. As a result, the efforts produced the following totals:
 1. 40 arrests were initiated of which 5 were felonies, 13 misdemeanor, 17 warrants, 4 traffic, and 1 PTA's.
 2. A total of 109 traffic citations, 2 disabled parking, and 35 verbal warnings.
 3. A total of 17 message recoveries were apprehended.
 4. A total of 426 Field Interview Reports were written by officers who conducted a stop of an individual who warranted concerns to document there information for future reference.
 5. A total of 4 curfew violators were apprehended and 3 truant.
 6. A total of 44 career criminals were stopped and documented.
 7. A total of 418 citizen contacts were initiative and 109 business contacts.

Arrests highlights: On May 29, 2008, the CRA Sweep squad responded to a theft in progress at the Naranja Food Mart. Since the CRA officers were in the vicinity, they quick response allowed them to see the subjects fleeing in their vehicle. The sweep officers immediately took flight after the subjects and successfully apprehended them and recovered the store's property.

Due to an increase in commercial businesses along the CRA USI corridor by suspected vagrants, CRA officers increased there enforcement efforts of arresting individuals who are trespassing on posted We Care signs property. Those apprehensions are documented under the misdemeanor arrest category.

COMMUNITY RESPONSE TEAM
Naranja Lakes CRA Initiative
Monthly Productivity Report

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 NCLC
 EXHIBIT VI-1

Month Of: 5/16/08 to 06/15/08

Date: 06/18/08

Hours: Various
 Start-Finish

Areas of Concern: SW 268St to 288 St Old Dixie Hwy to the Fl. Turnpike (CRA Boundaries)

Submitted By: Sergeant Oswaldo Hernandez

Weekly Totals

CASES

1. Assigned 47
 2. No Reported 0

CLASS I ARREST (Adults) (Juveniles)

1. Homicide	<u> </u>	<u> </u>
2. Sexual Assault	<u> </u>	<u> </u>
3. Robbery	<u> </u>	<u> </u>
4. Assault	<u> </u>	<u> </u>
5. Burglary	<u> </u>	<u> </u>
6. Larceny	<u> </u>	<u> </u>
7. Auto Theft	<u> </u>	<u> </u>

ARRESTS (Adults) (Juveniles)

1. Felony	<u>5</u>	<u> </u>
2. Misdemeanor	<u>13</u>	<u> </u>
3. Traffic	<u>4</u>	<u> </u>
4. Warrant	<u>17</u>	<u> </u>
5. PTA	<u>1</u>	<u> </u>
6. DUI	<u> </u>	<u> </u>

SUBJECT CONTACTS

1. FI Cards 426
 2. Career Criminals 44
 3. Curfew Violations 4
 4. Truants 3

COMMUNITY ACTIVITIES

1. Citizen Contact 418
 2. Business Contact 109

RECOVERIES

1. Persons 17
 2. Apprehensions 3
 3. Other Property 1
 4. Vehicles 0
 5. Recovery Value \$ \$30.00

PROPERTY/NARCOTICS SEIZED

1. Type crack cocaine pipe
 2. Value \$ 50.00
 3. Marijuana (grams) 5 grams
 4. Hashish (grams)
 5. Cocaine (grams) 2 grams
 6. Heroin (grams)
 7. Pills (# & type)
 8. Currency Seized \$

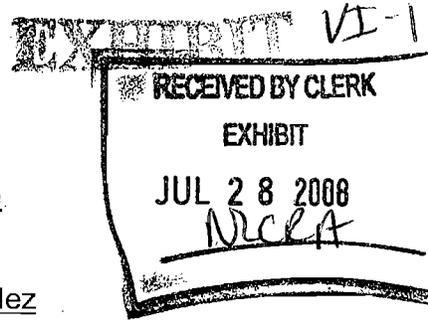
WEAPONS SEIZED

1. Firearms
 2. Knives
 3. Other

TRAFFIC ACTIVITIES

1. HVM 70
 2. NHMV 39
 3. Parking 2
 4. Verbal warnings 35
 5. Vehicles Impounded 0

Comments: See Monthly Progress Report.



Naranja Lakes CRA Initiative
Monthly Progress Report

Reported by: Sgt. Ozzie Hernandez

Date of report: July 20, 2008

The following is a synopsis of the police enforcement and community policing actions provided to the Naranja Lakes CRA boundaries from Monday, June 16, 2008 to Sunday, July 20, 2008:

- At the onset of the initiative, an up to date analysis was conducted of the areas of concern to determine the most active days and hours of the week to provide the most efficient coverage.
- A total of 62 four-hour roving patrol details along with 10 enforcement sweeps were conducted during this monthly period. As a result, the efforts produced the following totals:
 1. 55 arrests were initiated of which 4 were felonies, 15 misdemeanor, 22 warrants, 10 traffic, and 4 PTA, to include fugitives from St. Lucy and Monroe County.
 2. A total of 134 traffic citations and 11 verbal warnings.
 3. A total of 22 message recoveries were apprehended.
 4. A total of 455 Field Interview Reports were written by officers who conducted a stop of an individual who warranted concerns to document there information for future reference.
 5. A total of 0 curfew violators were apprehended and 0 truants.
 6. A total of 57 career criminals were stopped and documented.
 7. A total of 649 citizen contacts were initiative and 137 business contacts.

Arrests highlights: On June 25, 2008, the CRA Sweep squad observed a vehicle recklessly driving within the Modello complex. The officers initiated a traffic stop which discovered that the vehicle driven was stolen vehicle and subject was apprehended. Search incidental to arrest, revealed the subject was in possession of 20 plus grams of marijuana. The victim's vehicle was then recovered with an estimate recovery value of \$14,000.

On 6/24/08 a RENEW operation was conducted in the Naranja Condo Complex. A total of 198 citizens were contacted door to door in the complex. They were all provided with crime prevention brochures and information. Several citizens provided information on narcotics activity within the complex. The investigative lead has been forwarded to the Narcotics Bureau for follow-up investigation.

VI-1

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NICKA

COMMUNITY RESPONSE TEAM

Naranja Lakes CRA Initiative

Monthly Productivity Report

Month Of: 6/16/08 to 07/20/08

Date: 07/21/08

Hours: Various
Start-Finish

Areas of Concern: SW 268St to 288 St Old Dixie Hwy to the Fl. Turnpike (CRA Boundaries)

Submitted By: Sergeant Oswaldo Hernandez

Weekly Totals

CASES

1. Assigned 55
2. No Reported 0

CLASS | ARREST (Adults) (Juveniles)

1. Homicide		
2. Sexual Assault		
3. Robbery		
4. Assault		
5. Burglary		
6. Larceny	<u>1</u>	
7. Auto Theft	<u>1</u>	

ARRESTS (Adults) (Juveniles)

1. Felony	<u>2</u>	
2. Misdemeanor	<u>15</u>	
3. Traffic	<u>10</u>	
4. Warrant	<u>22</u>	
5. PTA	<u>4</u>	
6. DUI		

SUBJECT CONTACTS

1. FI Cards 455
2. Career Criminals 57
3. Curfew Violations 0
4. Truants 0

COMMUNITY ACTIVITIES

1. Citizen Contact 649
2. Business Contact 137

RECOVERIES

1. Persons 22
2. Apprehensions 1
3. Other Property 0
4. Vehicles 1
5. Recovery Value \$ \$14,000.00

PROPERTY/NARCOTICS SEIZED

1. Type _____
2. Value \$ 275.00
3. Marijuana (grams) 21+ grams
4. Hashish (grams) _____
5. Cocaine (grams) 1 gram
6. Heroin (grams) _____
7. Pills (# & type) _____
8. Currency Seized \$ _____

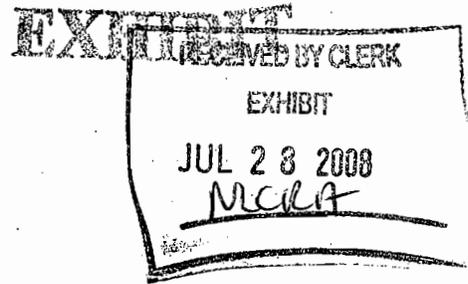
WEAPONS SEIZED

1. Firearms _____
2. Knives _____
3. Other _____

TRAFFIC ACTIVITIES

1. HMV 82
2. NHMV 52
3. Parking 0
4. Verbal warnings 11
5. Vehicles Impounded 1

Comments: See Monthly Progress Report.



Planning & Zoning

Zoning Hearing Record

Process Number Z2008000059					
Application Name: BJEM EDUCATION INC.			Application Date: 4/7/2008		
Location: 15395 S.W. 288 STREET, MIAMI-DADE COUNTY, FLORIDA. HOMESTEAD FL 33033					
County/Muni: MIAMI-DADE COUNTY		Processor: JESUS HERNANDEZ (Ph)305-375 2640			
Appeal: N	App Type:	Request:		INCREASE NUMBER OF CHI	
Units: 1	Lot Size: 166.5' X 281'	Bldg Sq Ft:		0003955	
Contact: ELISABET RAMIREZ		Phone / E-mail: (305) 246-1413 / INFO@COUNTRYSIDELEAF			
Address: 15395 SW 288 ST		City, State Zip: HOMESTEAD, FL 33030			
Current Zone: RU-1			Zone To:		
Board	Resolution	Result		Hearing Date	
C15					
Record and Declaration		Zoning Map		Resolution Log	
View Status					
Folio		S	T	R	Related Process
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IF YOU HAVE A PROBLEM VIEWING A DOCUMENT, PLEASE SEND AN E-MAIL AND INCLUDE THE DOCUMENT NAME					
View Documents					
LETTER OF INTENT [1]					
APPLICATION [8]					
HEARING SITE PLAN 1 [1]					
HEARING FLOOR PLAN 1 [1]					
SURVEY [1]					
PRELIMINARY NOTICE [1]					
SCHOOL CHECK LIST [3]					
DEFICIENCY LETTER (1ST) [1]					
DEFICIENCY LETTER (2ND) [1]					
POLICE COMMENT MEMO [5]					
FIRE COMMENT MEMO [1]					
DERM COMMENT MEMO [1]					
TEAM METRO COMMENT MEMO [1]					
LEGAL DESCRIPTION AFFIDAVIT [1]					
GIS SKETCH [3]					

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VI-2

March 28, 2008

Countryside Early Learning Center
15395 SW 288 ST
Homestead, Fl 33033
305-246-5315
305-246-1413

Zoning Hearing Section
Miami Dade County Department of Planning & Zoning
111 NW First Street
Miami, Fl
305-375-2640

Re: Folio # 30 7904 000 0380

To Whom it May Concern:

This letter is to inform you of the reasons behind Countryside Early Learning Center's zoning application, for the above mentioned folio number. Since we are already zoned as a private educational property, our intentions are to expand the school and increase capacity. Countryside was established in 1981 and has provided quality education for years to the Homestead community. Our goal is to simply increase the capacity to add grade levels to our private center. In providing private educational grade levels, we feel that the people within the Homestead community will have the opportunity to select a quality school for their child to attend.

Being such a recognized school, our demand for services have increased. Due to our authorized capacity we are unable to comply with the demands requested. If we are granted an addition of a modular home, we believe that we can accommodate more of our families within our community. Our goal is to be the reliable school that we have been for the past 27 years.

We appreciate your time in reading this letter and looking through our application. If there are any questions regarding our request, please feel free to contact me at the above mentioned number.

Thank you,

Marilyn Ramirez
Marilyn Ramirez

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ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.

BY *[Signature]*

July 25, 2008

Naranja Lakes Community Redevelopment Agency
Miami-Dade County Community Redevelopment Division
Office of Strategic Business Management (OSBM)
111 NW 1st Street, 22nd Floor
Miami, Florida 33128

Attn: Mr. Jorge M. Fernandez, Jr.
OSBM Coordinator

**Re: Naranja Lakes Community Redevelopment Agency
Construction Progress Report-July 2008**

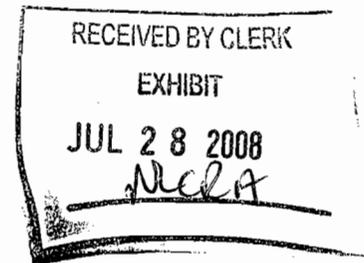


EXHIBIT
VI-2(c)

The following is a progress report for the construction activities to date for the Naranja Lakes CRA in accordance with the Redevelopment Agreement.

Construction Activities

1- Canal Street Bridge (Anzac Construction, Inc.: Canal Street bridge contractor)

- a. Construction on the bridge started in June and is in full operation.
- b. A coordination meeting with the Miami-Dade County Public Works Department was held on July 18th, 2008, to outline the requirements for construction completion and Engineer's Inspection and Certification. The Engineer of Record, Mr. Joaquin Perez, P.E. with Bolton-Perez & Associates, has been contracted by the Developer and will be providing inspections and certification of the bridge.
- c. As of July 23, at least 13 piles have been placed with the remaining piles to follow the natural progression.
- d. Anzac is preparing the first concrete pour, first end beam schedule for Thursday, for the intermediate cap.

2- SW 140th Ave Plaza (Civic Building) and Entrance Features
(ELCI Construction, Inc.)

- a. The deeds to the property were officially conveyed to the CRA and recorded in the public record.
- b. ELCI has fenced the site to keep people off the property during construction.
- c. Clearing and grubbing the site and layout of the foundation will occur this week followed by excavation of the foundation.



CORNERSTONE GROUP



EXHIBIT
II-2(d)

July 22, 2008

Mr. Jason Rodriguez
Miami-Dade County
Office of Strategic Budget Management
111 NW 1st Street
Miami, FL 33128

Re: Villa Capri, 14500 SW 280th Street, Miami-Dade County, Florida

Dear Jason:

Thank you, Michael Iturrey and the CRA Board for allowing Cornerstone to make a presentation on May 19, 2008 to the Naranja Lakes CRA Board. I enjoyed hearing from staff and the CRA members on our initial proposal for \$3 million in CRA funds for project infrastructure assistance at Villa Capri.

As the Board and staff communicated at the May meeting, the CRA is unable to commit to raising the the \$3 million in funds, due to the current court standing on CRA's abilities to issue bonds. Given that, we are proposing instead that the CRA provide funds of \$740 per constructed unit per annum for 17 years after the first unit receives its certificate of occupancy. The CRA would keep all the remaining taxes that accrue from the property.

We believe that this is a better way for us to truly partner with the CRA, in furthering both the development of quality housing within the area, contributing tax revenues to the CRA district and not requiring any upfront funding from the CRA.

We welcome the opportunity to present again to the Board at the August Board meeting. We look forward to attending and answering any other questions the Board may have regarding this revised proposal.

Sincerely,

Mara S. Mades
Executive Vice President

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JUL 28 2008
MCCA

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the ___ day of April, 2007, by and between the **NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "CRA") having an address at c/o Miami-Dade County, Community Redevelopment and Economic Policy Division, 111 N.W. 1st Street, Suite 2210, Miami, Florida 33128 and **RACHEL BACH, AICP** (the "CONSULTANT") having an address at 265 S. Federal Highway, #285, Deerfield Beach, Florida 33441.

RECITALS

1. Pursuant to Request for Qualifications #2008-01 (the "RFQ") attached hereto as Exhibit "A" and by this reference made a part hereof, the CRA solicited Statements of Qualifications from qualified persons to provide services as an Economic Development Coordinator to the CRA in connection with the implementation of the CRA's Redevelopment Plan.
2. The CRA received six (6) proposals in response to the RFQ, which proposals were evaluated by a selection committee comprised of CRA board members.
3. The selection committee ranked CONSULTANT first based on the benefit to the CRA.
4. The CRA desires to engage the CONSULTANT to perform services as an Economic Development Coordinator to the CRA in connection with the implementation of the CRA's Redevelopment Plan, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

ARTICLE 1
RECITALS; DEFINED TERMS

- 1.1 The recitals set forth above are true and correct, and incorporated into this Agreement as if fully set forth herein.
- 1.2 Any defined terms not defined herein shall have the meanings ascribed to them in the RFQ and Redevelopment Agreement (as defined in the RFQ).

ARTICLE 2
GENERAL INTENT

- 2.1 The intent of this Agreement is to set forth the rights and obligations of the parties with respect to the provision by CONSULTANT to the CRA of services as an Economic Development Coordinator to the CRA in connection with the implementation of the CRA's

VII - 3

EXHIBIT

Redevelopment Plan. It is the intent of the parties that the CONSULTANT shall act as the primary (a) point of contact to the CRA on all matters related to, arising from or in connection with this Agreement and (b) provider of the services to the CRA as required by this Agreement.

ARTICLE 3
SERVICES AND RESPONSIBILITIES

3.1 CONSULTANT hereby agrees to perform services as an Economic Development Coordinator to the CRA in connection with the implementation of the CRA's Redevelopment Plan as described in this Agreement, the RFQ and in the Response to the RFQ of CONSULTANT (the "RFQ Response") attached hereto as Exhibit "B" and by this reference made a part hereof. In case of any conflict or any perceived conflict between the terms and conditions of this Agreement, the RFQ and the RFQ Response, the terms and conditions of this Agreement, the RFQ and then the RFQ Response shall govern in that order in all circumstances. The services to be provided by CONSULTANT to the CRA shall include, but are not limited to, the following:

3.1.1 Facilitating intergovernmental matters and relations;

3.1.2 Identifying and securing sources of income other than tax increment revenues;

3.1.3 Implementing and administering CRA grant and other financial assistance programs;

3.1.4 Performing community outreach and public relations; and

3.1.5 Implementing result-oriented governmental initiatives and objectives.

3.2 As its initial task, within thirty (30) days from the date of this Agreement, the CONSULTANT shall prepare and deliver to the CRA an "Action Plan," which Action Plan shall address each of the primary responsibilities set forth above.

3.3 The services of CONSULTANT shall only be performed upon the prior written request of the CRA Board and/or the County's Coordinator of the Community Redevelopment and Economic Policy Division (the "Coordinator").

3.4 During the conduct of the performance of its services, CONSULTANT shall attend CRA Board meetings and workshops and provide the CRA and the County with independent analysis whenever additional reviews or coordination is required CRA.

3.5 The CONSULTANT shall also attend meetings as scheduled by the Coordinator or his designee to discuss the progress of the work.

3.6 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner.

3.7 CONSULTANT hereby represents to the CRA, with full knowledge that the CRA is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement. CONSULTANT shall maintain during the term of this Agreement all necessary licenses and qualifications required by applicable law.

3.8 The CONSULTANT agrees that the services under this Agreement shall be performed in conformance with the standards of care and quality adopted or accepted by professional organizations for similar applications. The CRA's approval, acceptance, use of, or payment for all or any part of the services provided by the CONSULTANT shall in no way alter the CONSULTANT's obligations with respect to the CRA's rights hereunder.

3.9 The CONSULTANT shall be fully responsible for coordinating all the services required under this Agreement so as to insure that the services required are performed in an efficient, timely and economical manner.

ARTICLE 4 **TIME OF PERFORMANCE**

4.1 Except with respect to the services set forth in Section 3.2 above which must be completed by within thirty (30) days from the date of this Agreement, CONSULTANT shall perform the services in accordance with a time schedule as necessary and appropriate as mutually determined by the CRA and CONSULTANT. Minor adjustments to the timetable for completion approved by CRA in advance, in writing, will not constitute non-performance by CONSULTANT per this Agreement. Additional services requested by CRA, or changes in scope, will be reviewed and any impact on the schedule determined and the schedule modified accordingly. It is anticipated that during the initial thirty (30) day period the CONSULTANT's services will require approximately forty (40) hours per week including preparation of the Action Plan. Thereafter, it is anticipated that the CONSULTANT's services will require approximately twenty (20) to thirty (30) hours per week.

ARTICLE 5 **COMPENSATION AND METHOD OF PAYMENT**

5.1 Compensation for all services provided by CONSULTANT to the CRA shall be based upon the hourly rate schedule attached hereto as Exhibit "C" and by this reference made a part hereof. The Consultant shall charge for the actual documented number of hours spent performing the services required by this Agreement. The standard hourly rates represent and contain all amounts due and payable for the services rendered by CONSULTANT hereunder including any overhead and administrative cost and expenses as well as any out of pocket and

third party costs which may be incurred and/or paid by CONSULTANT; it being expressly understood and agreed that the CRA shall not pay for any overhead and administrative cost and expenses and/or out of pocket and third party costs which may be incurred and/or paid by CONSULTANT unless agreed to in writing by the CRA in each instance.

5.2 CONSULTANT shall submit to the Coordinator, on behalf of the CRA, a written invoice for compensation no more often than on a monthly basis. Each invoice shall include a detailed billing statement for services rendered by the CONSULTANT as well as any other supporting documentation as reasonably requested by the CRA. After receipt of CONSULTANT's properly supported invoice, the CRA will make payment to the CONSULTANT of the approved amount of such invoice within thirty (30) days following submission of a payment request to the CRA or such shorter time as may be required by applicable law.

5.3 CONSULTANT shall comply with all applicable County vendor code provisions, ordinances, resolutions, rules, regulations and requirements as may be promulgated from time to time by the County as a condition precedent to payment.

ARTICLE 6 **CHANGES IN SCOPE OF WORK; ADDITIONAL SERVICES**

6.1 CRA or CONSULTANT may request changes that would increase, decrease or otherwise modify the scope of services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement including the approval of the CRA Board.

6.2 Notwithstanding the provisions of Section 6.1, the CRA may request in writing that the CONSULTANT from time to time perform additional services on an as needed basis. CONSULTANT shall perform such requested additional services at the rates set forth in Exhibit "C." Payment shall be made by CRA to CONSULTANT for such additional services based upon invoices submitted no more than monthly and otherwise in accordance with Article 5 above. Additional services shall not materially increase, decrease or otherwise modify the scope of services and, therefore, shall not be subject to Section 6.1 above.

ARTICLE 7 **MISCELLANEOUS**

7.1 Ownership of Documents. Reports, surveys, studies and other data provided by CONSULTANT to the CRA required by or in connection with this Agreement are and shall remain the exclusive property of the CRA. Upon request of the CRA and/or upon the termination or completion of this Agreement, CONSULTANT shall promptly deliver to the CRA all or any portion of the above referenced documents including the tapes or discs relating thereto. CONSULTANT further acknowledges that CRA may post any of such documents on the CRA's website. Such documents may be posted by CRA without the prior authorization of

CONSULTANT. No additional fee or compensation will be paid to CONSULTANT by CRA for such posting.

7.2 Term and Termination.

7.2.1 This Agreement shall take effect as of the date of approval by the CRA Board and shall end on September 30, 2008. Based upon satisfactory performance as determined by the CRA Board and budget approval, the term of this Agreement may be renewed by approval of the CRA Board for an additional one (1) year period for Fiscal Year 2008-2009. If the CRA renews this Agreement for the additional one (1) year period, all terms, conditions and specifications remain the same unless otherwise agreed to by the parties.

7.2.2 This Agreement may be terminated (a) by the CRA or the CONSULTANT for cause in the event either party fails to cure a default within thirty (30) days following written notice from the other party or (b) by the CRA for convenience upon thirty (30) days written notice by the CRA to CONSULTANT. If terminated for convenience by the CRA, CONSULTANT shall be paid their compensation for services performed to termination date. In the event that CONSULTANT abandons this Agreement or the CRA terminates it for cause, CONSULTANT shall indemnify the CRA and the County against any loss pertaining to such termination. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONSULTANT shall become the property of CRA and shall be immediately delivered by CONSULTANT to the CRA.

7.3 Records. CONSULTANT shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct accurate records with respect to this engagement. Such books and records will be available at all reasonable times for examination and audit by CRA and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by CRA and advised such records must be kept for a longer period. CONSULTANT shall further be required to respond to the reasonable inquiries of successor CONSULTANT shall allow successor consultants to review CONSULTANT's working papers related to matters of continuing accounting, reporting or auditing significance. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CRA of any fees or expenses based upon such entries.

7.4 Indemnification.

7.4.1 CONSULTANT shall indemnify and hold harmless the CRA and the County, their Board Members, Commissioners and employees from liabilities, damages, losses and costs including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

7.4.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by CONSULTANT and

that Florida Statutes may require a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.5 Insurance.

7.5.1 CONSULTANT shall not commence providing services under this Agreement until CONSULTANT has obtained all insurance required under this paragraph and such insurance has been approved by the CRA.

7.5.2 Certificates of insurance, reflecting evidence of the required insurance shall be filed with the Coordinator prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty (30) days prior written notice has been given to the CRA; provided, however, such notice requirement shall be not less than ten (10) days in the event of a cancellation for non-payment. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide" published by A.M. Best Guide.

7.5.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in the event, CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension there under is in effect. CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CRA for any lapses in service resulting from a gap in insurance coverage.

7.5.4 Required Insurance

7.5.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – Each Occurrence
\$1,000,000	Combined Single Limit – Annual Aggregate
\$1,000,000	Professional Liability – Per Claim

CONSULTANT shall name the CRA and the County as an additional insureds on its Comprehensive General Liability policy.

7.5.4.2 Workers Compensation insurance shall be maintained during the term of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, CONSULTANT shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by CONSULTANT. CONSULTANT and their subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

Workers Compensation	Statutory
Employer's Liability	\$100,000 - Each Accident

If CONSULTANT claims to be exempt from this requirement, such party shall provide CRA proof of such exemption along with a written request for CRA to exempt such party.

7.5.4.3 The CRA reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

7.6 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CONSULTANT is an independent contractor under this Agreement and not the CRA's employee for any and all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder. CONSULTANT agrees that it is a separate and independent enterprise from the CRA, that it has full opportunity to find other business, that it has to make its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between CONSULTANT and the CRA, and the CRA will not be liable for any obligation incurred by CONSULTANT including, but not limited to unpaid minimum wages and/or overtime premiums.

7.7 Assignments; Amendments.

7.7.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CRA, which consent may be withheld by the CRA in its sole and absolute discretion. This Agreement shall run to the benefit of the CRA and its successors and assigns.

7.7.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith and approved by the CRA Board.

7.8 No Contingent Fees. CONSULTANT warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or form, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CRA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

7.9 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the CRA designate the following as the respective places for giving such notice:

CRA: Jorge Fernandez, Coordinator of the Community Redevelopment
and Economic Policy Division
Miami-Dade County
Community Redevelopment and Economic Policy Division
111 N.W. 1st Street, Suite 2210
Miami, Florida 33128
Telephone No. (305) 375-5373
Facsimile No. (305) 375-5168

Copy to: Steven W. Zelkowitz, Esq., CRA Attorney
Gray Robinson, P.A.
1221 Brickell Avenue, Suite 1650
Miami, Florida 33131
Telephone No. (305) 416-6880
Facsimile No. (305) 416-6887

CONSULTANT: Rachel Bach, AICP
265 S. Federal Highway, #285
Deerfield Beach, Florida 33441
Telephone No. (954) 520-3727
Email: Rachel.Bach@gmail.com

7.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7.11 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

7.12 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and are incorporated herein by reference.

7.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

7.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

7.15 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CRA and CONSULTANT supersedes all prior negotiations, representations or agreements, either written or oral.

7.16 No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the CRA or CONSULTANT.

7.17. Licenses. CONSULTANT shall, all times during the term of this Agreement, and as a prerequisite to payment, maintain in good standing all required licenses, certifications and permits by law to perform the services. All of the foregoing shall be provided to the CRA prior to the performance of any services by such party.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

CRA:

NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic

By: _____
"Nina" Gail Betancourt, Chairperson

Attest:

By: _____
CRA Secretary

Approved as to form and legal sufficiency:

By: _____
Gray Robinson, P.A.,
CRA Attorney

CONSULTANT:

RACHEL BACH, AICP

EXHIBIT "A"
RFQ

EXHIBIT "B"
RFQ RESPONSE



EXHIBIT "C"
SCHEDULE OF HOURLY RATES

RECEIVED BY CLERK
EXHIBIT
JUL 28 2008
NLCA

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE COMMISSIONERS OF THE NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY ACCEPTING THE CONVEYANCE OF CERTAIN REAL PROPERTY FROM D.R. HORTON, INC. PURSUANT TO THE REDEVELOPMENT AGREEMENT; DECLARING THAT SUCH REAL PROPERTY WILL BE USED FOR PUBLIC PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

EXHIBIT
VII - 4

WHEREAS, the Naranja Lakes Community Redevelopment Agency (the "CRA"), Miami-Dade County, Naranja Lakes Construction, LLC, Naranja Lakes Holdings, LLC, Naranja Lakes Holdings II, LLC, entered into that certain Redevelopment Agreement recorded January 8, 2004 in Official Records Book 21959, Page 4169 of the Public Records of Miami-Dade County, Florida; as amended by that certain First Amendment to Redevelopment Agreement between the same parties and D.R. Horton, Inc., dated March 3, 2005, and recorded in Official Records Book 23335, Page 2976 of the Public Records of Miami-Dade County (collectively, the "Redevelopment Agreement"); and

WHEREAS, Section 9.01 of the Redevelopment Agreement requires certain real property to be conveyed to the CRA; and

WHEREAS, in accordance with Section 9.01 of the Redevelopment Agreement, such real property was conveyed to the CRA by D.R. Horton, Inc. pursuant to that certain Warranty Deed recorded in Official Records Book 26452, Page 2768, of the Public Records of Miami-Dade County, a copy of which Warranty Deed is attached hereto as Exhibit "A" and contains a legal description of said real property (the "Real Property"); and

WHEREAS, the CRA desires to accept the Real Property and declare that such Real Property will be used for public purposes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. In accordance with Section 9.01 of the Redevelopment Agreement, the real property conveyed to the CRA by D.R. Horton, Inc. pursuant to that certain Warranty Deed recorded in Official Records Book 26452, Page 2768, of the Public Records of Miami-Dade County, a copy of which Warranty Deed is attached hereto as Exhibit "A"

and contains a legal description of said real property (the "Real Property") is hereby accepted.

Section 3. The CRA hereby declares that the Real Property shall be used for public purposes.

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

PASSED and ADOPTED this 28th day of July, 2008.

"NINA" GAIL BENTANCOURT
CHAIRPERSON

ATTEST:

_____, Board Member

APPROVED AS TO LEGAL SUFFICIENCY

_____, CRA Attorney

Motion to adopt by _____, seconded by _____.

Final Vote at Adoption:

Chairperson, "Nina" Gail Betancourt	_____
Commissioner Stuart Archer	_____
Commissioner Kenneth Forbes	_____
Commissioner Rene Infante	_____
Commissioner Daniel P. Lipe	_____
Commissioner Parsuram Ramkissoon	_____
Commissioner Marleen Volkert	_____
Commissioner Moe Haksa	_____

EXHIBIT "A"



CFN 2008R0528465
DR Bk 26452 Pgs 2768 - 2770f (3pgs)
RECORDED 06/26/2008 15:27:14
DEED DOC TAX 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared By:
Juan E. Rodriguez, Esquire
Salomon, Kanner, Damian & Rodriguez, P.A.
80 S.W. 8th Street
Suite 2550
Miami, Florida 33130

Folio No.: 30-6934-021-8810

WARRANTY DEED

THIS WARRANTY DEED is made as of the 11 day of ^{September} ~~May~~, 2007, by D.R. Horton, Inc., a Delaware corporation (hereinafter called the "Grantor"), whose post office address is 1245 South Military Trail, Suite 100, Deerfield Beach, FL 33442 to Naranja Lakes Community Redevelopment Agency, an entity created pursuant to the Community Redevelopment Act of 1969, Part III, Florida Statutes (hereinafter called the "Grantee"), whose address is c/o Miami-Dade County, 111 N.W. 1st Street, Miami, Florida 33128, Attention: Redevelopment Area Coordinator.

WITNESSETH:

Grantor, in consideration of TEN AND NO/100 (\$10.00) Dollars and other good and valuable consideration paid by Grantee, has granted, bargained and sold, and by these presents does grant, bargain and sell, to Grantee, Grantee's successors and assigns, as appropriate, forever, the following property situate in Miami-Dade County, Florida, to-wit (the "Property"):

TRACT I-4, E-3 AND Q-2, OF MANDARIN LAKES, according to the Plat thereof, as recorded in Plat Book 163, Page 40, Public Records of Miami-Dade County, Florida.

This conveyance is subject to those matters set forth on Exhibit "A" attached hereto and made a part hereof; zoning and/or other restrictions imposed by governmental authorities.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby specially warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

The conveyance of the Property does not carry with it: (i) any liability, financial, or otherwise, of any kind or on behalf of any associations or (ii) any ownership interest or obligations with respect to any areas under common ownership.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the day and year first above written.



1. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of MANDARIN LAKES, as recorded in Plat Book 163, Page 40, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
2. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of NARANJA LAKES SECTION TWO, as recorded in Plat Book 92, Page(s) 64, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
3. Resolution No. R-153-75 as recorded in Official Records Book 8923, Page 1456.
4. Covenants, Conditions and Restrictions as set forth in Redevelopment Agreement recorded in Official Records Book 21959, Page 4169, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), as amended by First Amendment to Redevelopment Agreement recorded in Official Records Book 23335, Page 2976.
5. Covenants, Conditions and Restrictions as set forth in Declaration of Restrictions recorded in Official Records Book 22029, Page 3709, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
6. Declaration of Restrictions In Favor of School Board of Miami-Dade County, Florida recorded in Official Records Book 22563, Page 485.
7. Agreement For Water and Sanitary Sewage Facilities Between Miami-Dade County and Naranja Lakes Holdings, LLC and Naranja Lakes Holdings II, LLC and D.R. Horton, Inc. recorded in Official Records Book 22630, Page 2969.
8. Resolution recorded in Official Records Book 23719, Page 146.
9. Ordinance recorded in Official Records Book 23719, Page 372.
10. Easement recorded in Official Records Book 24241, Page 4265.
11. Declaration of Covenant for Special Taxing District recorded in Official Records Book 24244, Page 682.

ALL IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 2/28 day of
Feb, A.D. 2008
WITNESS my hand and Official Seal.
By HARVEY ROBIN CLERK, Clerk of Circuit and County Courts
D.C.



EXHIBIT "A"

EXHIBIT VII - S (a)
RECEIVED BY CLERK
EXHIBIT
JUL 28 2008
MLCRA



MEMORANDUM

TO: Board Members, Naranja Lakes Community Redevelopment Agency
FROM: Scott Hedge
DATE: Revised-July 23, 2008
RE: Naranja Lakes Redevelopment Agreement
CC: Jorge Fernandez, Jason Rodriguez, Hugo Benetiz, Mandana Dashtaki,
Michael Ehrenstein, Steve Zerkowitz, George de Guardiola, Alex de Guardiola,
Ignacio Seralto, Rolando Martin

Board Member;

Naranja Lakes Construction, LLC as Developer and Naranja Lakes Holdings I and II as owner respectfully request your consideration for a modification to the Naranja Lakes Redevelopment Agreement. We are making this request so as to remove present impediments to the implementation of the Phase II Improvements. We believe the implementation of these Improvements to be critical in maintaining and promoting the success of the Mandarin Lakes Project.

Section 2.02(b) of the Redevelopment Agreement lists a series of Owner obligations relative to the development of the primary redevelopment project and the County's or the CRA's obligation to fund the planned improvements. These obligations have been referred to as the development thresholds for continuing with work in each phase of the project. Items (i) and (ii) of the Owner's obligations have been met and has enabled the implementation of all of the Phase I improvements.

There are four additional Owner obligations that are conditions precedent to the development of Phase II of the project that we are proposing to remove. These conditions include the following:

(iii) *Within thirty-six (36) months following the commencement of construction of Phase I of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof) at least eight hundred (800) certificates of occupancy for residential units in the Primary Redevelopment Project shall have been issued. The foregoing shall be a condition precedent with respect to the development of Phase II of the CRA Project and the County's or CRA's obligation to fund Phase II of the CRA Project.*

(iv) *Upon the later to occur of six (6) months following the commencement of construction of Phase II of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof) or the payment by the County or CRA to the Developer of an amount equal to Four Million and 00/1000 Dollars (\$4,000,000.00) towards the development of Phase II of the CRA Project, the Owner shall have performed, or caused the Developer or third part entities to have performed the following:*

1. *Completion of all items set forth in Section 2.02(b)(i), (ii) and (iii) above.*
2. *Application for at least four hundred (400) building permits for residential units in the Primary Redevelopment Project. This requirement is in addition to the eight hundred (800) certificates of occupancy required by Section 2.02(b)*

The foregoing shall be a condition precedent to the County or the CRA's obligation to fund the development of the remainder of Phase II of the CRA Project. Neither the County nor the CRA shall be

1153 Town Center Drive, Suite 202
Jupiter, FL 33458
(561) 691.5858 FAX: (561) 691.4044

obligated for costs expended for Phase II of the CRA Project in excess of Four Million and 00/100 Dollars (\$4,000,000.00) until the foregoing condition precedent is satisfied.

(v) Upon the later to occur of twelve (12) months following the commencement of construction of Phase II of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof) or the payment by the County or the CRA to the Developer of the remainder of the GMP for Phase II of the CRA Project, the Owner shall have performed, or caused the Developer or third party entities to have performed the following:

- 1. Completion of all items set forth in Section 2.02(b)(i), (ii), (iii) and (iv) above.*
- 2. The issuance of at least one thousand two hundred (1200) certificates of occupancy for residential units in the Primary Redevelopment Project.*

(vi) Owner agrees to complete, or cause the Developer or third party entities to complete, the Primary Redevelopment Project within five (5) years from the date of commencement of construction of Phase I of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof). Completion of the Primary Redevelopment Project shall be evidenced by the issuance of all certificates of occupancy for all residential units contemplated by the Approved Site Plan.

The proposal to remove these conditions is based on the project's ability to exceed the tax increment revenues projected at the time the Redevelopment Agreement was executed. The thresholds (Owner obligations as conditions to proceed to subsequent phases) were determined by using a financial projection of how many certificates of occupancies would be needed to create enough TIF revenue to protect the county's advances for the financing of the project and the CRA's ability to pay it back.. To date the project has exceeded these projections in both the "to date" and 30 year projections.

The justifications for the request to remove the remaining Owner obligations include the following:

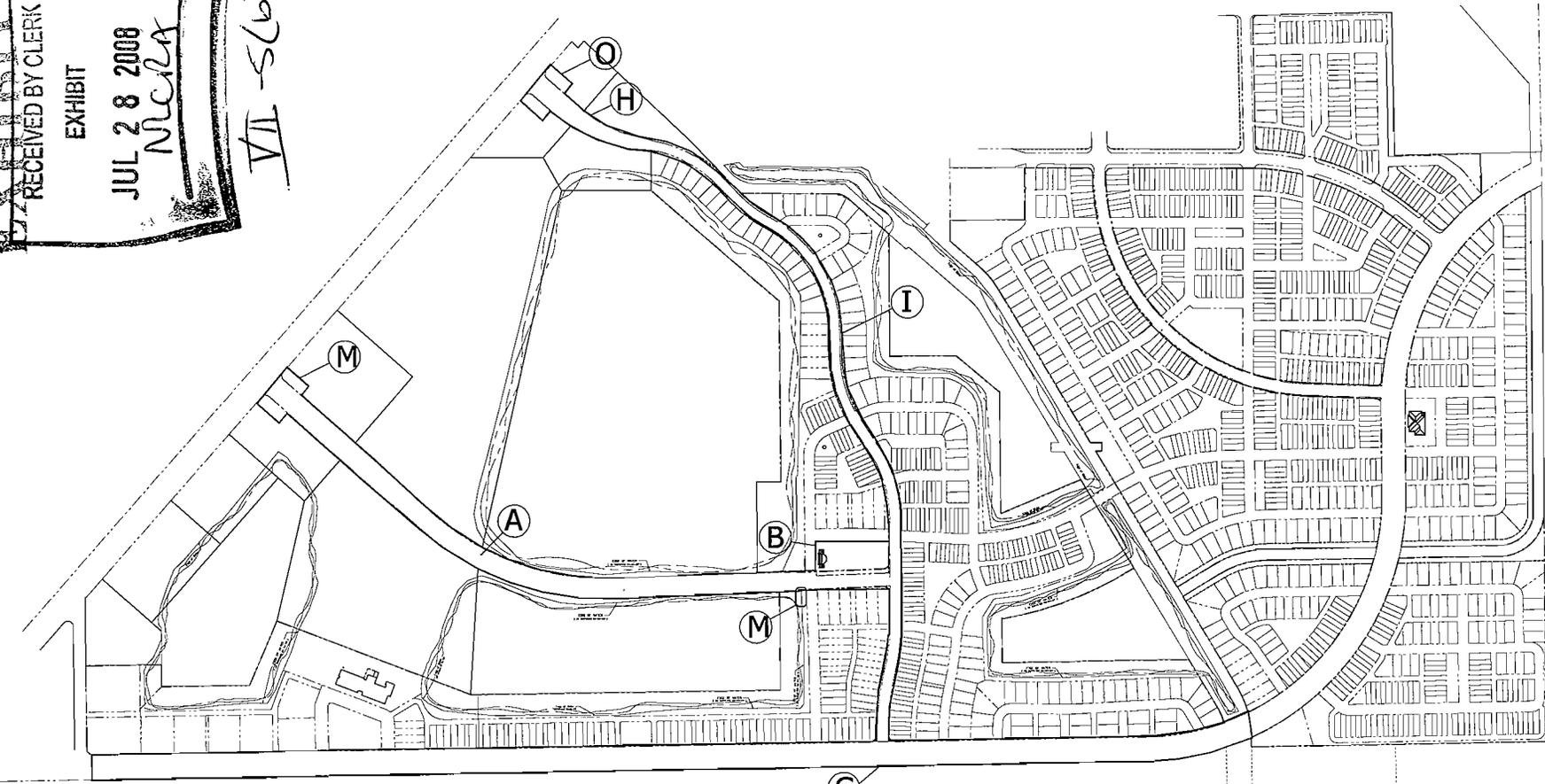
- The Redevelopment Agreement was drafted based on financial projections for how many Certificates of Occupancy at a given time would be needed to generate enough tax increment to pay back the funds loaned to the CRA by the County. These projections were translated to building CO's and then to timeframes over the build-out of the project. The original financial projections, as projected in the conditions listed above, have been met and in fact exceeded with the amount of CO's delivered today.
 - Condition (iii) calls for at least 800 CO's within 36 months from the commencement of construction of Phase I of the project. The TIF revenues for 800 CO's was projected to be \$843,098.00 in 2005-2006, with the actual revenues being \$921,220.00.
 - Condition (iv) calls for the application of 400 building permits within 6 months of the start of Phase II improvements or the payment of \$4 million dollars towards the Phase II improvements. Collectively the agreement was projecting 1200 units within 4 years of the start of the project to be developed to ensure enough TIF to reimburse the county for \$14 million dollars. The total projected TIF at year 4 of the project was \$1,247,530.00 and the total generated today for the same time period is \$1,881,877.00.
 - The amount of TIF projected for the year 2007-2008 was \$1,281,866.00 and the actual total was \$\$2,278,230.00.

- The build-out projection over the 30-year time frame anticipated the TIF revenues to be \$49 million dollars. The most recent projections, utilized in finalizing the 2007-08 Naranja Lakes CRA budget, anticipates a total amount of \$106,128,000.00.
- The conditions were developed as safeguards for the county to be sure that the amount of TIF projected over time was realized. Although the conditions are tied to CO's versus the amount of tax increment revenues, the number of units receiving CO's is a byproduct of the necessary TIF the project would need to generate at a particular time.
- Contracts for completing the Phase I improvements, in excess of 2.5 million dollars, have been approved and are under construction. These improvements include the Naranja Lakes Boulevard bridge, the 140th Ave Civic Building, the 137th Ave entrance feature, and the completion of the landscaping and irrigation. These improvements will be completed within an 8-9 month period.
- The project has received over 500 Co's to date, of which many of these CO's are for multi-family and interior single family units. The balance of the larger single-family units is to be developed in Phase II. In order to have these lots available for sale, the infrastructure needs to be put into place ahead of the home construction. The removal of these conditions will allow Naranja Lakes Construction to move forward with implementing Phase II immediately.
- Although the project has experienced a slowdown in the overall market, Mandarin Lakes continues to sell. In order to be ready for the return of the market and the availability of new inventory we need to implement the Phase II improvements now.
- Currently the CRA has obligated all of its tax revenues to the county to repay the dollars advanced for the primary redevelopment project. The sooner these improvements can be implemented and paid for the sooner the CRA will be able to implement other initiatives within the community. Waiting to meet the artificial building CO's included in the agreement will only delay the CRA's ability to add additional projects to its list.

In order to move forward with this request, we have asked for this item to be placed upon the July 28th CRA Agenda as an information item. Upon the review and discussion by the board, we would like the board to consider taking a formal action in support of this and any other modifications that the staff feels are necessary at this time. At the board's discretion, they would instruct the county staff to work out the items that need be included in an amendment to the Redevelopment Agreement, and to move forward with the necessary steps to get this to the Board of County Commissioners for a final vote.

If you have any questions prior to the meeting, please do not hesitate to give me a call. We look forward to your support and moving forward with Phase II of the project.

EXHIBIT
RECEIVED BY CLERK
EXHIBIT
JUL 28 2008
NLC/RA
VII - 5(b)



PROJECT TEAM

Owner / Developer(s):
 Mandarin Lakes Holdings, LLC and
 Mandarin Lakes Holdings II, LLC
 1153 Town Center Drive, Suite 202
 Jupiter, FL 33458
 P: (561) 681-5658 F: (561) 691-4044
 Email: scoth@deguardola.com

Master Planners:
 de Guardola Development, Inc.
 c/o Scott A. Hedge, AIA
 1153 Town Center Drive, Suite 202
 Jupiter, FL 33458
 P: (561) 681-5658 F: (561) 691-4044
 Email: scoth@deguardola.com

Surveyor:
 Ford, Armentrout & Manuy, Inc.
 1850 NW 56th Avenue, 2nd Floor
 Miami, Florida 33172
 P: (305) 477-6472 F: (305) 470-2805
 Email:

Landscape Architect:
 Wilkin Design Group
 c/o Andy Wilkin
 18533 N.E. 2nd Ave., Suite 305
 North Miami Beach, FL 33162
 P: (305) 650-9060 F: (305) 650-0057
 Email: wilkin-design@att.net

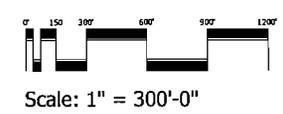
SITE DATA

	Gross Acres of TND	Density / Square Footage
<input type="checkbox"/> LAKES	24.31 Ac.	
<input type="checkbox"/> PUBLIC USE TRACTS (PARK)	11.09 Ac. 6.25% of Neighborhood Proper (5% Required)	
<input type="checkbox"/> CIVIC USE LOTS (CIVIC)	6.18 Ac. 3.48% of Neighborhood Proper (2% Required)	
<input type="checkbox"/> SHOPFRONT USE LOTS (#-SF)	3.86 Ac. 2.17% of Neighborhood Proper (2% Required)	96 DU's / 84,000 SF
<input type="checkbox"/> TYPE VIII Live / Work		
<input type="checkbox"/> TYPE IX Mixed-Use		
<input type="checkbox"/> WORKSHOP USE LOTS (#-WS)	5.64 Ac. 3.18% of Neighborhood Proper (3% Required)	103 DU's / 122,000 SF
<input type="checkbox"/> TYPE X Non-Residential		

<input type="checkbox"/> ROWHOUSE USE LOTS (#-RH)	47.25 Ac. 26.62% of Neighborhood Proper (20% Required)	923 DU's
<input type="checkbox"/> TYPE IA Small Townhouse		
<input type="checkbox"/> TYPE IB Large Townhouse - 20' wide lots		
<input type="checkbox"/> TYPE IB Large Townhouse - 23' & 32' wide lots		
<input type="checkbox"/> TYPE II Apartment		
<input type="checkbox"/> HOUSE USE LOTS (#-H)	52.27 Ac. 28.45% of Neighborhood Proper (30% Maximum Permitted)	445 DU's
<input type="checkbox"/> TYPE IV and VI Courtyard and Detached		
<input type="checkbox"/> TYPE V Skyland		
<input type="checkbox"/> TYPE VIA & VIB Detached Edge		

G

Master Site Plan



PHASE II



Master Planned Communities Mixed-Use Town Centers
 1153 Town Center Drive Suite 202
 Jupiter, Florida 33458
 561-691-5658 Fax 691-4044

Mandarin Lakes TND
 Miami-Dade County, Florida

DESIGNED	SAHCH
DRAWN	SAHCH
APPROVED	GUDG
JOB NUMBER	2008-002
DATE	
REVISIONS	02-23-05

MP-1

SHEET 1 OF 1
 de Guardola Development, Inc.
 This drawing is the property of de Guardola Development, Inc. and shall not be used for any other project without the express written permission of de Guardola Development, Inc.

Naranja Lakes C.R.A. Projected Tax Increment Financing Revenues versus Results

Original Projection when CRA PLAN approved (2003)

Assumptions:

year one: completion of 400 units at \$95,000, or 38m plus 110k sf of commercial space for estimated \$9.5m
 year two: completion of 400 units at \$95,000, or 38m plus 110k sf of commercial space for estimated \$9.5m
 year three: completion of 400 units at \$95,000, or \$38m plus 110k sf of commercial space for estimated \$9.5m

Actual tax rolls and TIF revenues

Roll Year	Tax Rolls
2001	125,132,661
2002	131,520,904 5%
2003	146,040,624 11%
2004	188,293,539 29%
2005	236,105,613 25%
2006 est	265,716,174 13%

Variance

long term growth rate

1.5%

Tax Base Year	Fiscal Year	Base CRA (less project) tax roll	Mandarin Lakes Increased tax roll	Combined tax increment (TIF)	Base CRA (less project) tax roll	Mandarin Lakes Increased tax roll	Combined tax Increment (TIF)	Value of TIF DIFFERENCE (TIF)
2002		131,520,904						
2003	2004	138,096,949		52,077	actual 146,040,624	-	175,579	123,502
2004	2005	140,168,403	47,500,000	444,643	actual 168,293,539	20,000,000	455,703	11,060
2005	2006	142,270,929	95,712,500	843,098	actual 196,105,613	40,000,000	775,122	(67,976)
2006	2007	144,404,993	144,648,188	1,247,530				
2007	2008	146,571,068	146,817,910	1,281,866				
2008	2009	148,769,634	149,020,179	1,316,717				
2009	2010	151,001,179	151,255,482	1,352,091				
2010	2011	153,266,197	153,524,314	1,387,995				
2011	2012	155,565,190	155,827,179	1,424,438				
2012	2013	157,898,667	158,164,586	1,461,428				
2013	2014	160,267,147	160,537,055	1,498,972				
2014	2015	162,671,155	162,945,111	1,537,080				
2015	2016	165,111,222	165,389,288	1,575,759				
2016	2017	167,587,890	167,870,127	1,615,019				
2017	2018	170,101,709	170,388,179	1,654,867				
2018	2019	172,653,234	172,944,001	1,695,313				
2019	2020	175,243,033	175,538,161	1,736,366				
2020	2021	177,871,678	178,171,234	1,778,035				
2021	2022	180,539,753	180,843,802	1,820,328				
2022	2023	183,247,850	183,556,459	1,863,256				
2023	2024	185,996,567	186,309,806	1,906,828				
2024	2025	188,786,516	189,104,453	1,951,054				
2025	2026	191,618,314	191,941,020	1,995,943				
2026	2027	194,492,588	194,820,136	2,041,505				
2027	2028	197,409,977	197,742,438	2,087,751				
2028	2029	200,371,127	200,708,574	2,134,690				
2029	2030	203,376,694	203,719,203	2,182,333				
2030	2031	206,427,344	206,774,991	2,230,692				
2031	2032	209,523,754	209,876,616	2,279,775				
2032	2033	212,666,611	213,024,765	2,329,595				
			cumulative	48,727,044				
			NPV at 6%	19,071,148				

Naranja Lakes

NOTES/ASSUMPTIONS:

FY 2007 payment was adjusted for 2005 final roll

Future payments will be adjusted for final roll

County and UMSA revenue at 95% per state statute

2007 Roll estimated at 460,000,000 (estimate from PA)

Sum of Revenue Payments \$ 2,365,242 \$ 1,010,376 \$ 3,375,618

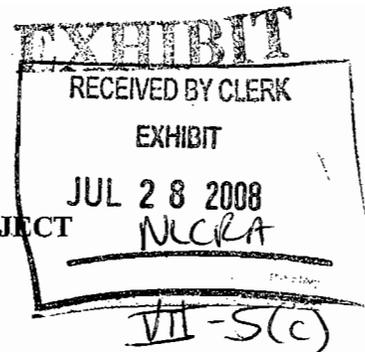
Yr	Roll Year	FY	Preliminary Tax Roll	Final Roll	Loss of Roll to Plan	Estimated Tax Roll	Roll Growth	Base Year	minus base yr	County Rev	UMSA Rev	Total Revenue	County Millage	UMSA Millage
	2002	Base	131,292,949											
1	2003	2004		146,040,624			11.23%	131,292,949	14,747,675	83,627	34,283	117,911	0.5969%	0.2447%
2	2004	2005		188,884,124			28.99%	131,292,949	57,091,175	321,894	132,717	454,611	0.5935%	0.2447%
3	2005	2006		246,378,805			31.85%	131,292,949	117,085,856	649,036	272,184	921,220	0.5835%	0.2447%
4	2006	2007	377,004,023			377,004,023	51.79%	131,292,949	245,711,074	1,310,684	571,192	1,881,877	0.5615%	0.2447%
5	2007	2008	460,000,000				22.01%	131,292,949	328,707,051	1,449,971	639,158	2,089,129	0.4643%	0.2047%
6	2008	2009	496,800,000		21,200,755	475,599,245	8.00%	131,292,949	344,306,296	1,501,806	655,261	2,157,067	0.4591%	0.2003%
7	2009	2010				513,647,185	8.00%	131,292,949	382,354,236	1,658,175	731,631	2,389,806	0.4565%	0.2014%
8	2010	2011				549,602,488	7.00%	131,292,949	418,309,539	1,805,997	806,313	2,612,310	0.4545%	0.2029%
9	2011	2012				582,578,637	6.00%	131,292,949	451,285,688	1,921,288	866,824	2,788,112	0.4481%	0.2022%
10	2012	2013				611,707,569	5.00%	131,292,949	480,414,620	2,013,974	918,819	2,932,794	0.4413%	0.2013%
11	2013	2014				642,292,947	5.00%	131,292,949	510,999,998	2,111,325	975,173	3,086,498	0.4349%	0.2009%
12	2014	2015				674,407,594	5.00%	131,292,949	543,114,645	2,213,953	984,633	3,198,586	0.4291%	0.1908%
13	2015	2016				708,127,974	5.00%	131,292,949	576,835,025	2,319,518	1,044,243	3,363,760	0.4233%	0.1906%
14	2016	2017				743,534,373	5.00%	131,292,949	612,241,424	2,426,501	1,052,631	3,479,132	0.4172%	0.1810%
15	2017	2018				780,711,091	5.00%	131,292,949	649,418,142	2,534,597	1,114,914	3,649,512	0.4108%	0.1807%
16	2018	2019				819,746,646	5.00%	131,292,949	688,453,697	2,643,452	1,122,199	3,765,651	0.4042%	0.1716%
17	2019	2020				860,733,978	5.00%	131,292,949	729,441,029	2,752,649	1,187,259	3,939,907	0.3972%	0.1713%
18	2020	2021				903,770,677	5.00%	131,292,949	772,477,728	2,861,709	1,193,401	4,055,110	0.3900%	0.1626%
19	2021	2022				948,959,211	5.00%	131,292,949	817,666,262	2,970,080	1,261,341	4,231,421	0.3824%	0.1624%
20	2022	2023				996,407,172	5.00%	131,292,949	865,114,223	3,077,131	1,266,292	4,343,423	0.3744%	0.1541%
21	2023	2024				1,046,227,530	5.00%	131,292,949	914,934,581	3,182,137	1,337,219	4,519,356	0.3661%	0.1538%
22	2024	2025				1,098,538,907	5.00%	131,292,949	967,245,958	3,284,276	1,340,922	4,625,198	0.3574%	0.1459%
23	2025	2026				1,153,465,852	5.00%	131,292,949	1,022,172,903	3,382,614	1,414,941	4,797,555	0.3483%	0.1457%
24	2026	2027				1,211,139,145	5.00%	131,292,949	1,079,846,196	3,476,092	1,417,328	4,893,420	0.3388%	0.1382%
25	2027	2028				1,271,696,102	5.00%	131,292,949	1,140,403,153	3,563,514	1,494,547	5,058,061	0.3289%	0.1380%
26	2028	2029				1,335,280,907	5.00%	131,292,949	1,203,987,958	3,643,530	1,495,541	5,139,072	0.3185%	0.1308%
27	2029	2030				1,402,044,952	5.00%	131,292,949	1,270,752,003	3,714,623	1,576,068	5,290,691	0.3077%	0.1306%
28	2030	2031				1,472,147,200	5.00%	131,292,949	1,340,854,251	3,775,085	1,575,578	5,350,663	0.2964%	0.1237%
29	2031	2032				1,545,754,560	5.00%	131,292,949	1,414,461,611	3,823,001	1,659,518	5,482,519	0.2845%	0.1235%
30	2032	2033				1,623,042,288	5.00%	131,292,949	1,491,749,339	3,856,225	1,657,443	5,513,667	0.2721%	0.1170%

Totals

74,328,464 31,799,573 106,128,038

HOUSE/SENATE COMPROMISE PLAN
USING ESTIMATED 2007 PA ROLL

NPV all years @ 6.00% 34,078,000 14,720,506 48,798,506



2. DEVELOPMENT OF THE PRIMARY REDEVELOPMENT PROJECT

2.01. Approved Site Plan.

Owner agrees to cause the development of the Property for the Primary Redevelopment Project in accordance with the Approved Site Plan (as defined below). The site plan has been submitted to the CRA for review and approval. The site plan provides for the development of the Property as a phased development designed using concepts of traditional neighborhood development ("TND") that complies with the County's applicable TND zoning ordinance. To the extent such can be shown on the site plan, the site plan includes all improvements to be constructed in connection with the Primary Redevelopment Project, including the CRA Project. The CRA has approved the site plan and such approved site plan is attached hereto as Exhibit "c" and is incorporated herein by this reference (the "Approved Site Plan"). Except as provided herein, no changes, alterations or modifications, except to comply with applicable governmental requirements, shall be made to the Approved Site Plan without the prior approval of the CRA and the County or a representative of the CRA or the County authorized to issue such approval. Notwithstanding anything in this Agreement to the contrary, the obligations of the CRA and the County set forth in this Agreement including, but not limited to, the payment of any costs of the CRA Project by the CRA and/or the County and issuance of the TIF Bonds are expressly subject to and contingent upon the development of the Property in accordance with the Approved Site Plan.

2.02. Obligations of Owner.

(a) From and after the date of this Agreement, Owner shall diligently, expeditiously, and in good faith take or cause the Developer or other third-party entity to take all action necessary to develop the Property for the Primary Redevelopment Project and to cause the construction of a residential and mixed-use community by third party builders in accordance with the Approved Site Plan.

(b) Without limiting the Owner's obligations set forth in Section 2.02(a) above, the Owner agrees as follows:

(i) Upon the later to occur of six (6) months following the commencement of construction of Phase I of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof) or the payment by the County or the CRA to the Developer of an amount equal to Five Million and 00/100 Dollars (\$5,000,000.00) towards the development of Phase I of the CRA Project, the Owner shall have performed or caused the Developer or third party entities to have performed the following:

1. Construction of a sales area on the Property for the Primary Redevelopment Project.
2. Construction of at least six (6) models representing the various residential units to be included in the Primary Redevelopment Project.

3. Engagement in an aggressive marketing campaign for the Primary Redevelopment Project.
4. Execution and delivery of at least one hundred fifty (150) purchase and sale contracts for the purchase of residential units in the Primary Redevelopment Project.
5. Application for at least one hundred fifty (150) building permits for residential units in the Primary Redevelopment Project.

The foregoing shall be a condition precedent to the County or the CRA's obligation to fund the development of the remainder of Phase I of the CRA Project. Neither the County nor the CRA shall be obligated to for costs expended for Phase I of the CRA Project in excess of Five Million and 00/100 Dollars (\$5,000,000.00) until the foregoing conditions precedent are satisfied.

(ii) Upon the later to occur of twelve (12) months following the commencement of construction of Phase I of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof) or the payment by the County or the CRA of the remainder of the GMP for Phase I of the CRA Project, the Owner shall have performed or caused the Developer or third party entities to have performed the following:

1. Completion of all items set forth in Section 2.02(b)(i) above.
2. The issuance of at least one hundred fifty (150) certificates of occupancy for residential units in the Primary Redevelopment Project.
3. Application for at least two hundred (200) building permits for residential units in the Primary Redevelopment Project. This requirement is in addition to the one hundred fifty (150) building permits required by Section 2.02 (b)(i)(5) above.

(iii) Within thirty-six (36) months following the commencement of construction of Phase I of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof) at least eight hundred (800) certificates of occupancy for residential units in the Primary Redevelopment Project shall have been issued. The foregoing shall be a condition precedent with respect to the development of Phase n of the CRA Project and the County's or CRA's obligation to fund Phase II of the CRA Project.

(iv) Upon the later to occur of six (6) months following the commencement of construction of Phase II of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof) or the payment by the County or the CRA to the Developer of an amount equal to Four Million and 00/100 Dollars (\$4,000,000.00) towards the development of Phase II of the CRA Project, the Owner shall have performed, or caused the Developer or third party entities to have performed, the following:

1. Completion of all items set forth in Section 2.02(b)(i), (ii) and (iii) above.
2. Application for at least four hundred (400) building permits for residential units in the Primary Redevelopment Project. This requirement is in addition to the eight hundred (800) certificates of occupancy required by Section 2.02(b)(iii).

The foregoing shall be a condition precedent to the County or the CRA's obligation to fund the development of the remainder of Phase II of the CRA Project. Neither the County nor the CRA shall be obligated for costs expended for Phase II of the CRA Project in excess of Four Million and 00/100 Dollars (\$4,000,000.00) until the foregoing condition precedent is satisfied.

(v) Upon the later to occur of twelve (12) months following the commencement of construction of Phase II of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof) or the payment by the County or the CRA to the Developer of the remainder of the GMP for Phase II of the CRA Project, the Owner shall have performed, or caused the Developer or third party entities to have performed, the following:

1. Completion of all items set forth in Section 2.02(b)(i), (ii), (iii) and (iv) above.
2. The issuance of at least one thousand two hundred (1200) certificates of occupancy for residential units in the Primary Redevelopment Project.

(vi) Owner agrees to complete, or cause the Developer or third party entities to complete, the Primary Redevelopment Project within five (5) years from the date of commencement of construction of Phase I of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof). Completion of the Primary Redevelopment Project shall be evidenced by the issuance of all certificates of occupancy for all residential units contemplated by the Approved Site Plan.

1. Completion of all items set forth in Section 2.02(b)(i), (ii) and (iii) above.
2. Application for at least four hundred (400) building permits for residential units in the Primary Redevelopment Project. This requirement is in addition to the eight hundred (800) certificates of occupancy required by Section 2.02(b)(iii).

The foregoing shall be a condition precedent to the County or the CRA's obligation to fund the development of the remainder of Phase n of the CRA Project. Neither the County nor the CRA shall be obligated for costs expended for Phase II of the CRA Project in excess of Four Million and 00/100 Dollars (\$4,000,000.00) until the foregoing condition precedent is satisfied.

(v) Upon the later to occur of twelve (12) months following the commencement of construction of Phase II of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof) or the payment by the County or the CRA to the Developer of the remainder of the GMP for Phase II of the CRA Project, the Owner shall have performed, or caused the Developer or third party entities to have performed, the following:

1. Completion of all items set forth in Section 2.02(b)(i), (ii), (iii) and (iv) above.
2. The issuance of at least one thousand two hundred (1200) certificates of occupancy for residential units in the Primary Redevelopment Project.

(vi) Owner agrees to complete, or cause the Developer or third party entities to complete, the Primary Redevelopment Project within five (5) years from the date of commencement of construction of Phase I of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof). Completion of the Primary Redevelopment Project shall be evidenced by the issuance of all certificates of occupancy for all residential units contemplated by the Approved Site Plan.