

BCC
February 5, 2009

Prepared by: Alicia Stephenson

EXHIBITS LIST

NO.	DATE	ITEM #	DESCRIPTION
1	2/5/2009		Zoning Agenda
2	2/5/2009		Zoning Action Sheet
3	2/5/2009		Memorandum from Commissioner Jordan re Absence
4	2/5/2009		Declaration of Restrictions-Application B.
5	2/5/2009		Declaration of Restrictions-Application C.
6	2/5/2009		Declaration of Restrictions-Application 1.
7	2/5/2009		Carlisle Group IV., Ltd. –No. 09-001-Application 2.
8	2/5/2009		Disclosure of Interest-Application 2.
9	2/5/2009		Speaker's Cards
10			
11			
12			
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18			

**BOARD OF COUNTY COMMISSIONERS
ZONING HEARINGS**

THURSDAY, FEBRUARY 5, 2009

PLACE OF MEETING: COUNTY COMMISSIONERS CHAMBERS
OF THE STEPHEN P. CLARK CENTER – 2ND FLOOR
111 NW 1 STREET, MIAMI

TIME OF MEETING 9:30 A.M.

PREVIOUSLY DEFERRED

	<u>HEARING #</u>	<u>DISTRICT</u>
A. <u>Thomas & Michelle Torbert</u>	07-124	N 09
Request: Appeal of Administrative decision.		
Location: The southwest corner of S.W. 344 Street and S.W. 207 Avenue, Miami-Dade County, Florida. Deferred from the December 4, 2008 meeting.		
B. <u>Meadow View Shopping Center, LLC (DIC)</u>	08-149	11
Request: <ul style="list-style-type: none"> - Special exception for Charter School. - Special exception to permit school within 1 mile of UDB. - Deletion & modification of conditions of resolution and covenant to provide new site plan. - Variance of driveway width. 		
Location: 14901 S.W. 42 Street, Miami-Dade County, Florida. Deferred from the December 4, 2008 meeting.		
C. <u>Kendall Greens Property, LLC</u>	08-165	11
Request: Appeal of Administrative decision.		
Location: 15130 S.W. 80 Street, Miami-Dade County, Florida. Deferred from the December 4, 2008 meeting.		

CURRENT

1. <u>Luxor Property Holding, LLC (DIC)</u>	08-64	N 12
Request: <ul style="list-style-type: none"> - Special exception for Charter School. - Variances for fence heights, parking, signage. 		
Location: 17300 and 17302 N.W. 87 Avenue, Miami-Dade County, Florida.		
2. <u>Carlisle Group IV, LTD.</u>	09-1	N 03
Request: Special exception for multi-family development in a rapid transit zone.		
Location: The southeast corner of N.W. 29 Avenue and N.W. 53 Street, Miami-Dade County, Florida.		

ZONING ACTION

MEMORANDUM

Harvey Ruvin
 Clerk of the Circuit and County Courts
 Clerk of the Board of County Commissioners
 (305) 375-5126
 (305) 375-2484 FAX
 www.miami-dadeclerk.com



DATE: February 5, 2009 **#Z- 01-09**

ITEM: A.

APPLICANT: THOMAS & MICHELLE TORBERT (08-12-CC-1/07-124)

ACTION: Denied the appeal pursuant to staff's recommendation and therefore denied grandfathering of the plat.

ROLL CALL	M/S	YES	NO	ABSENT
Barreiro		X		
Edmonson		X		
Gimenez		X		
Heyman		X		
Jordan				X
Martinez			X	
Rolle		X		
Seijas				X
Sorenson	S	X		
Sosa		X		
Souto		X		
Vice Chairman Diaz			X	
Chairman Moss	M	X		
TOTAL		9	2	2

DATE: February 5, 2009 **#Z-**

ITEM: B.

APPLICANT: MEADOW VIEW SHOPPING CENTER L.L.C. (08-12-CC-4/08-149)

ACTION: Deferred to May 7, 2009 with leave to amend.

ROLL CALL	M/S	YES	NO	ABSENT
Barreiro		X		
Edmonson		X		
Gimenez		X		
Heyman		X		
Jordan				X
Martinez	M	X		
Rolle		X		
Seijas				X
Sorenson		X		
Sosa		X		
Souto				X
Vice Chairman Diaz	S	X		
Chairman Moss		X		
TOTAL		10	0	3

DATE: February 5, 2009 **#Z-**

ITEM: C.

APPLICANT: KENDALL GRENS PROPERTY L.L.C. (08-12-CC-5/08-165)

ACTION: Deferred to no date certain to be re-advertised at the applicant's expense.

ROLL CALL	M/S	YES	NO	ABSENT
Barreiro		X		
Edmonson		X		
Gimenez				X
Heyman	S	X		
Jordan				X
Martinez				X
Rolle		X		
Seijas				X
Sorenson		X		
Sosa		X		
Souto				X
Vice Chairman Diaz	M	X		
Chairman Moss		X		
TOTAL		8	0	5

DATE: February 5, 2009 **#Z-02-09**

ITEM: 1.

APPLICANT: LUXOR PROPERTY HOLDING L.L.C. (09-2-CC-1/08-64)

ACTION: Approved the application with conditions with acceptance of the proffered covenant, as recommended by the Developmental Impact Committee.

ROLL CALL	M/S	YES	NO	ABSENT
Barreiro		X		
Edmonson		X		
Gimenez				X
Heyman		X		
Jordan				X
Martinez	S	X		
Rolle		X		
Seijas				X
Sorenson			X	
Sosa		X		
Souto		X		
Vice Chairman Diaz	M	X		
Chairman Moss		X		
TOTAL		9	1	3

ZONING ACTION

MEMORANDUM

Harvey Ruvin

Clerk of the Circuit and County Courts
Clerk of the Board of County Commissioners

(305) 375-5126

(305) 375-2484 FAX

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DATE: February 5, 2009

#Z-03-09

ITEM: 2.

APPLICANT: CARLISLE GROUP IV LTD. (09-2-CC-2/09-1)

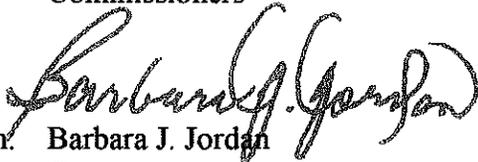
ACTION: Approved the application with conditions under Section 33-311 (A)(3) (special exceptions, unusual uses and new uses), as recommended by staff.

ROLL CALL	M/S	YES	NO	ABSENT
Barreiro		X		
Edmonson	M	X		
Gimenez				X
Heyman		X		
Jordan				X
Martinez		X		
Rolle		X		
Seijas				X
Sorenson		X		
Sosa	S	X		
Souto				X
Vice Chairman Diaz		X		
Chairman Moss		X		
TOTAL		9	0	4



Memorandum
OFFICE OF COMMISSIONER BARBARA J. JORDAN
MIAMI-DADE COUNTY - DISTRICT 1
111 N.W. 1 Street, Suite 220
Miami, Florida 33128-1963
(305) 375-5694
(305) 372-6028/Fax

To: Honorable Dennis C. Moss, Chairman Date: February 5, 2009
Members of Board of County
Commissioners

From: 
Barbara J. Jordan
Commissioner
District 1

Subject: Absence from February 5, 2009
BCC Meeting

Please be advised that due to a personal family matter I will be unable to attend the Board of County Commissioners meeting scheduled for today.

Thank you for your understanding in this matter.

This instrument was prepared by:

Name: Leila Batties
Address: Holland & Knight LLP
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

BCC - February 5, 2009
Item #B — 08-149
Meadow View Shopping Center, LLC

(Space reserved for Clerk of Court)

**DECLARATION OF RESTRICTIONS
FOR CHARTER SCHOOL**

THIS DECLARATION OF RESTRICTIONS is made this ___ day of _____, 2008, by **MEADOW VIEW SHOPPING CENTER, LLC**, a Florida limited liability company, (the "Owner"), in favor of Miami-Dade County, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, the Owner holds fee simple title to that certain 3.28-acre parcel located at the northwest intersection of SW 42 Street and SW 149 Avenue, in unincorporated Miami-Dade County, and which are more particularly described as follows:

See attached Exhibit "A"
hereinafter referred to as the "Property;"

WHEREAS, the Owner submitted to Miami-Dade County Public Hearing No. 2008-149 (the "Application") to permit the use of the Property for a charter school to be known as **PINECREST ACADEMY CHARTER SCHOOL WEST CAMPUS** (the "Charter School");

WHEREAS, the Property was previously approved for use as a shopping center pursuant to Resolution No. CZAB10-61-06, and subject to the covenants in that certain declaration of restrictions recorded at ORB 22345, Page 1452 (the "Declaration");

WHEREAS, the Application seeks to change the use on the Property from a retail shopping center to the Charter School, and to delete the Declaration;

Received by
Zoning Agenda Coordinator
JAN 20 2009

NOW THEREFORE, IN ORDER TO ASSURE the County that the representations made during consideration of the Application will be abided by, the Owner freely and voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

1. That a full set of plans be submitted to and meet with the approval of the Director upon the submittal of an application for a building permit and/or Certificate of Use; said plan to include among other things but not be limited thereto, location of structure or structures, types, sizes and location of signs, light standards, off-street parking areas, exits and entrances, drainage, walls, fences, landscaping, etc.
2. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled "Pinecrest Academy Charter School West Campus," by Civica dated stamped received _____.
3. That the use be established and maintained in accordance with the approved plan.
4. That the Owner submit to the Department for its review and approval a landscaping plan which indicates the type and size of plant material prior to the issuance of a building permit and to be installed prior to the issuance of a Certificate of Use.
5. That the Owner obtain a Certificate of Use from (and promptly renew the same annually with) the Department, upon compliance with all terms and conditions, the same subject to cancellation upon violation of any of the conditions.
6. That the Owner comply with all of the applicable conditions, requirements, recommendations, requests and other provisions of the various Departments as contained within the DIC Report.
7. That no outside speakers shall be permitted on the Property.

8. That the waste pick-up for the Charter School shall be performed by a private commercial entity and shall be limited to pick-up between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except during arrival and dismissal times.
9. That the school gates shall be opened at least 30 to 45 minutes prior to the arrival and dismissal times.
10. That the Charter School use shall be limited to grades K-12 for a maximum of 800 students.
11. That the Charter School shall have a minimum of three staggered start and dismissal times as follows:

7:30 – 2:30	Grades K – 5	approximately 324 students
8:00 – 3:00	Grades 6 – 8	approximately 180 students
8:30 – 3:30	Grades 9 – 12	approximately 296 students

Notwithstanding the foregoing, no more than 378 students shall arrive or be dismissed in a single shift.
12. That, in addition to staggered/start dismissal times, the Charter School shall take appropriate measures to ensure, to the extent possible, passenger vehicles are not stacked in through lanes or parked in non-designated parking areas in the public rights of way. Furthermore, the Charter School shall provide before and after school care in order to minimize the vehicular trips or extended stacking time for families with students in two or more start/dismissal periods.
13. That within thirty (30) days of the approval of the Application, the Owner shall submit to the Public Works Department a maintenance of traffic operation plan, which shall include the provision of any traffic control devices (e.g., cones, delineators) for arrival and dismissal periods.

14. If the Charter School is constructed but fails to begin operation and/or the Charter School fails after establishment, the Owner, within thirty-six (36) months of the Charter School's failure to begin operation or closure, shall:
- (a) cause the Charter School to be in full compliance with all zoning regulations applicable to the Property allowing a use other than the charter school use, or
 - (b) transfer the operation of the Charter School to another charter school operator or to the Miami-Dade County School Board, after securing the necessary approvals from the Miami-Dade County School Board, or
 - (c) convert the Charter School to a permitted use within the zoning district applicable to the Property, provided said use has first been authorized through the issuance of the appropriate permits from the Department, or
 - (d) secure necessary public hearing approvals to convert the Charter School to a use not otherwise permitted within the zoning district applicable to the Property.

15. Miscellaneous

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time of entering and inspecting the use of the Property to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of the County and shall remain in full force and effect and be binding upon the undersigned Owner, and its heirs, successors and assigns until such time as the same is modified or released. The restrictions

contained within this Declaration, while in effect, shall be for the benefit of, and constitute limitations upon, all present and future owners of the Property; and for the benefit of Miami-Dade County and the public welfare.

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 the, then, owner(s) of the Property has been recorded agreeing to change this Declaration in whole, or in part, provided that such change has been approved by the County.

Modification, Amendment, Release. This Declaration may be modified, amended or released as to that portion of Property covered under said modification, amendment or release by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners.

Should this Declaration be so modified, amended or released, the Director, or the executive officer of the successor agency to the Department, or in the absence of such director or executive officer, by her/his assistant in charge of the Department or such successor agency in her/his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Declaration. 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/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold, in connection with the Property, any further permits, and refuse to make any inspections or grant any approvals with respect to the Property, until such time as this Declaration is complied with.

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.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida, at the cost of the Owner following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety,

then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by her/his assistant in charge of the office in her/his absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the County retains its full power and authority to, with respect to the Property, deny each such application in whole or in part and to decline to accept any conveyance with respect to the Property.

Owner. The term "Owner" shall include the Owner, and its heirs, successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, MEADOW VIEW SHOPPING CENTER, LLC, has caused these present to be signed in its name on this ____ day of _____, 2008.

WITNESSES:

MEADOW VIEW SHOPPING CENTER, LLC,
a Florida limited liability company

Witness

Printed Name

Witness

Printed Name

By:

Signature

Printed Name / Title

Address:

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, as manager of Meadow View Shopping Center, on behalf of said limited liability company, who is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public -- State of Florida

Printed Name

**JOINDER BY MORTGAGEE
TO THE DECLARATION OF RESTRICTIONS**

The undersigned, _____, a Florida corporation, and mortgagee ("Mortgagee") under that certain mortgage recorded in Official Records Book _____, Page _____ in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Declaration of Restrictions (the "Declaration") does hereby acknowledge that the terms of the Declaration are and shall be binding upon the undersigned and its successors in from and after the date Mortgagee or any purchaser acquires title to said property by foreclosure or any other means.

NOW THEREFORE, Mortgagee consents to the recordation of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Charter School, and does not assume and shall not be responsible for any of the obligations or liabilities of the Owner or Charter School Operator contained in the Declaration. None of the representations contained in the Declaration or other documents shall be deemed to have been made by the Mortgagee, nor shall they be construed to create any obligations on the Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of the Mortgagee as set forth in the mortgage or in the Declaration.

IN WITNESS WHEREOF, these presents have been executed this ____ day of _____, 2008.

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Signature

Printed Name / Title

Address: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, as _____ of _____, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public – State of _____
Printed Name _____

Received by
Zoning Agenda Coordinator

DEC 01 2008

2/5/2009 Zoning



CFN 2003R0696685
DR Bk 21660 Pgs 4050 - 4060; (11pgs)
RECORDED 09/18/2003 14:36:59
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

ITEM # C

HEARING # 08-165

KENDALL GREEN PROPERTY LL

This instrument was prepared by:

Name: Graham Penn, Esq.

Address: Bercow & Radell, P.A.

200 S. Biscayne Boulevard, Suite 850

Miami, FL 33131

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the County that the representations made by the Owner during consideration of Public Hearing No. 03-128 (the "Application") shall be abided by, the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) The Senior Housing Parcel, described in Exhibit "B" attached hereto, shall be developed substantially in compliance with the plans previously submitted, entitled "The Greens at Kendall Lakes Senior Apartments" by ReyMar & Associates, Inc., Architects and Planners, consisting of eighteen (18) sheets, sheets SP-2 and LP-1 dated July 17, 2003 and the remaining sheets dated July 15, 2003, said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement. (Hereafter referred to as the "Site Plan").
- (2) In no event shall the residential density of the Senior Housing Parcel exceed 240 units. The use shall be limited to very low, low, and/or moderate income housing for older persons as defined by the Fair Housing Act, 42 U.S.C. § 3607.
- (3) Upon approval of the Application, the Owner shall set aside a 2.8 acre charter school site on the Senior Housing Parcel as depicted on the above-referenced Site Plan. Within three years of the approval of the Application, the Owner shall diligently seek approval of the charter

(Public Hearing)

(Space reserved for Clerk)

school and, if approved by the Miami-Dade County School Board and the County, construct a charter school operated under a charter from the Miami-Dade County School Board that shall provide a minimum of 300 student stations for grades K through five (5) on the charter school site. The Owner shall obtain a certificate of use for the charter school within five (5) years of the date of the Application's approval and operate the school in good faith. If the charter school is not approved, constructed, and operated, the Owner shall provide alternative school mitigation to the Miami-Dade School Board. In the event the Owner provides alternative mitigation that is accepted by the Miami-Dade County School Board, the requirement to build the charter school shall be obviated. Proof of said approval shall be delivered to the Department of Planning and Zoning, and said evidence shall be subject to the approval of the Director. In the event that the charter school site is not developed as a charter school, it shall remain open space as part of the Senior Housing Parcel residential development, shall be maintained by the Owner at the Owner's expense, and shall not be further subdivided.

- (4) The Park Parcel, which is legally described in Exhibit "C" attached hereto, shall be improved and offered to the County for ownership and use as a public park upon approval of the Application. The improvements to be completed by the Owner shall be the construction of a eight (8) foot wide pedestrian walkway, a fence around the existing lake of a type and design approved by the Miami-Dade County Park and Recreation Department, and ten (10) parking spaces located north of S.W. 80 Street, all constructed substantially in compliance with the "Kendale Lakes Park Plan" by ReyMar & Associates, Inc., Architects and Planners, dated July 15, 2003 and consisting of one sheet, said plan being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement. The Owner shall bond in an amount and manner acceptable to the County for the full costs of the planned improvements to the Park Parcel prior to obtaining the first building permit for the Senior Housing Parcel residential development. All improvements to the Park Parcel shall be completed prior to the Owner's request for or issuance of a certificate of use for the Senior Housing Parcel residential development. The Park and Recreation Department shall determine whether the improvements have been completed. The Park Parcel shall be

(Public Hearing)

(Space reserved for Clerk)

- conveyed to the County by general warranty deed, in fee simple, free from all liens and encumbrances. Conveyance shall include a Phase I Environmental Assessment, and Phase II Environmental Assessment if such investigations are included as a recommendation of the Assessment Report(s) prepared by a licensed geotechnical firm.
- (5) If the County declines to accept ownership of the Park Parcel, the Owner shall improve and perpetually maintain the Park Parcel as recreational open space available to the public at no charge. In such an event, the Park Parcel shall be developed in substantial compliance with the "Kendale Lakes Park Plan," in accordance Paragraph 4 herein. If the Park Parcel is not accepted by the County, in no event shall the Park Parcel be sold, conveyed, or otherwise transferred separately from the Senior Housing Parcel.
- (6) Upon approval of the Application, the Owner shall offer the approximately 0.67 acre subparcel labeled as "Future Senior Center" on the Site Plan to the County for use as a senior center open to the public. In the event the subparcel is not accepted by the County, the Owner shall apply for and diligently seek public hearing approval for a senior center on the subparcel within two (2) years of the date of the Application's approval. In the event that public hearing approval of a senior center is not granted, the subparcel shall remain open space as part of the Senior Housing Parcel residential development, shall be maintained by the Owner at the Owner's expense, and shall not be further subdivided.
- (7) Under any development plan, no less than fifty (50) percent of the Property's gross acreage shall remain as park or recreational open space.
- (8) The Owner shall create and maintain a homeowners' association, property association, or other similar entity, to be approved by the County to maintain the open space on the Property in perpetuity.

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, 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.

(Public Hearing)

(Space reserved for Clerk)

Acceptance of Proffered Donations. The County is under no obligation to accept any of the proffered donations, dedications, or conveyances provided for in this Declaration.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and 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 benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

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 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 Miami-Dade County.

Modification, Amendment, Release. The Provisions of this Declaration may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners after public hearing. No application for a modification, amendment or release of any provision of this Declaration except for Paragraph (1) shall be filed unless the Owner has previously secured the written consent of seventy-five (75) percent of the property owners who are within the expansion to the Property described in Exhibit "D" (the "Property

(Public Hearing)

(Space reserved for Clerk)

With Expansion”) and those owners within one hundred and fifty (150) feet of the boundaries of the Property With Expansion.

Should this Declaration be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director 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.

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 attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County 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.

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.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and

(Public Hearing)

(Space reserved for Clerk)

approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the application.

Acceptance of Declaration. The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part.

Owner. The term Owner shall include all heirs, assigns, and successors in interest.

[Execution Pages Follow]

(Public Hearing)

ACKNOWLEDGMENT CORPORATION

Signed, witnessed, executed and acknowledged on this 9 day of July 2003.

IN WITNESS WHEREOF, Benz Leasing, Inc. (Corporate name) has caused these presents to be signed in its name by its proper officials.

Witnesses:

Signature: [Handwritten Signature]
Print Name: ROBERT J. URYOUB
Signature: [Handwritten Signature]
Print Name: HARRIETTE MOORE

Benz Leasing, Inc.
Name of Corporation
Address: 612 S.E. 5 Avenue, #1
Ft. Lauderdale, Florida 33301
By: [Handwritten Signature] President
(President, Vice-President or CEO*)

[*Note: All others require attachment of original corporate resolution of authorization]

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by JAMES D EVANS the President of Benz Leasing, Inc. corporation, on behalf of the corporation. He/She is personally known to me or has produced [Handwritten Signature], as identification.

Witness my signature and official seal this 9 day of July, 2003, in the County and State aforesaid.

[Handwritten Signature]
Notary Public-State of Florida
HARRIETTE MOORE
Print Name

My Commission Expires:

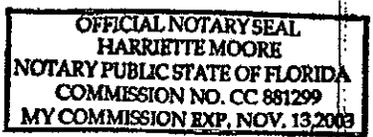


Exhibit A

Legal Description of Property

Tracts 2 and 3 of KENDALE LAKES WEST SECTION ONE, according to the plat recorded in Plat Book 98 at Page 2 of the Public Records of Miami-Dade County, Florida, less and except that portion located within BENSON LAKES SUBDIVISION, according to the plat thereof, as recorded in Plat Book 147 at Page 17 of the Public Records of Miami-Dade County, Florida.

Exhibit B

Legal Description of Senior Housing Parcel

Tract 2 KENDALE LAKES WEST SECTION ONE, according to the plat recorded in Plat Book 98 at Page 2 of the Public Records of Miami-Dade County, Florida, less and except that portion located within BENSON LAKES SUBDIVISION, according to the plat thereof, as recorded in Plat Book 147 at Page 17 of the Public Records of Miami-Dade County, Florida.

Exhibit C

Legal Description of Park Parcel

Tract 3 KENDALE LAKES WEST SECTION ONE, according to the plat recorded in Plat Book 98 at Page 2 of the Public Records of Miami-Dade County, Florida.

Exhibit D

Legal Description of Expanded Property

Tracts 2 and 3 of KENDALE LAKES WEST SECTION ONE, according to the plat recorded in Plat Book 98 at Page 2 of the Public Records of Miami-Dade County, Florida and Tract D of BENSON LAKES SUBDIVISION, according to the plat thereof, as recorded in Plat Book 147 at Page 17 of the Public Records of Miami-Dade County, Florida.

This instrument was prepared by:

Name: Leila Batties
Address: Holland & Knight LLP
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

BCC - February 5, 2009
Item # 1 - 08-064
Luxor Property Holding, LLC

(Space reserved for Clerk of Court)

DECLARATION OF RESTRICTIONS FOR CHARTER SCHOOL

THIS DECLARATION OF RESTRICTIONS is made this 14 day of JANUARY, 2009, by **LUXOR PROPERTY HOLDINGS, LLC**, a Florida limited liability company, (the "Owner"), in favor of Miami-Dade County, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, the Owner holds fee simple title to that certain 10-acre parcel located at 17300 NW 87 Avenue, in unincorporated Miami-Dade County, and which is more particularly described as follows:

See attached Exhibit "A"
hereinafter referred to as the "Property;"

WHEREAS, the County previously adopted Resolution No. CZAB5-14-05 permitting the use of the Property for a residential community consisting of 50 dwelling units, and the County accepted the declaration of restrictions recorded at Official Records Book 24141, Pages 4135-4141 for same; and

WHEREAS, the Owner submitted to Miami-Dade County Application No. P.H. 08-64 (the "Application") seeking to permit the use of the Property as a charter school to be known as **MATER LAKES ACADEMY** (the "Charter School");

NOW THEREFORE, IN ORDER TO ASSURE the County that the representations made during consideration of the Application will be abided by, the Owner freely and voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

Received by
Zoning Agenda Coordinator

JAN 20 2009

1. A full set of plans shall be submitted to and meet with the approval of the Director of the Department of Planning and Zoning (the "Department") upon the submittal of an application for a building permit and/or Certificate of Use; said plan to include among other things but not be limited thereto, location of structure or structures, types, sizes and location of signs, light standards, off-street parking areas, exits and entrances, drainage, walls, fences, landscaping, etc.
2. In the approval of the plan, the same shall be substantially in accordance with that submitted for the hearing entitled "Mater Lakes Academy Charter School," as prepared by Civica Architecture & Urban Design, dated stamped received 11/07/08, and consisting of 12 sheets, including the cover sheet.
3. The use shall be established and maintained in accordance with the approved plan.
4. The Owner shall submit to the Department for its review and approval a landscaping plan that indicates the type and size of plant material prior to the issuance of a building permit and to be installed prior to the issuance of a Certificate of Use.
5. The Owner shall obtain a Certificate of Use from (and promptly renew the same annually with) the Department, upon compliance with all terms and conditions, the same subject to cancellation upon violation of any of the conditions.
6. The Owner shall comply with all of the applicable conditions, requirements, recommendations, requests and other provisions of the various departments as contained within the DIC Report.
7. No outside speakers shall be permitted on the Property.

8. The waste pick-up for the Charter School shall be performed by a private commercial entity and shall be limited to pick-up between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except during arrival and dismissal times.
9. The school gates shall be opened at least 30 minutes prior to the arrival and dismissal times.
10. The Charter School use shall be limited to grades kindergarten through 12th, and be limited to a maximum of 1800 students.
11. If the Charter School is constructed but fails to begin operation and/or the Charter School fails after establishment, the Owner, within thirty-six (36) months of the Charter School's failure to begin operation or closure, shall:
 - (a) cause the Charter School to be in full compliance with all zoning regulations applicable to the Property allowing a use other than the charter school use, or
 - (b) transfer the operation of the Charter School to another charter school operator or to the Miami-Dade County School Board, after securing the necessary approvals from the Miami-Dade County School Board, or
 - (c) convert the Charter School to a permitted use within the zoning district applicable to the Property, provided said use has first been authorized through the issuance of the appropriate permits from the Department, or
 - (d) secure necessary public hearing approvals to convert the Charter School to a use not otherwise permitted within the zoning district applicable to the Property.
12. The Charter School shall be developed in four phases, as depicted on Sheet A-7 of the Plans, as follows:

- Phase IA: 330 students in grades 6 – 12, temporary modular building on the west side of the Property;
- Phase IB: 1,130 students in grades K – 12, temporary modular building on the west side of the Property and permanent classroom building on the east side of the Property;
- Phase II: 1800 students in grades K – 12, temporary modular support building on the west side of the Property, permanent classroom building on the east side of the Property, and new classroom building on west side of the Property; and
- Phase III: 1800 students in grades K – 12, permanent classroom buildings on the west and east side of the Property and a permanent support facilities building on the west side of the Property.

13. The Charter School shall maintain multiple staggered start/dismissal times as follows:

Phase IA:	7:30 a.m. – 2:00 p.m.	approximately 110 students
330 students	8:00 a.m. – 3:00 p.m.	approximately 110 students
Grades 6-12	8:30 a.m. – 3:30 p.m.	approximately 110 students
Phase IB:	7:00 a.m. – 2:00 p.m.	approximately 283 students
1130 students	7:30 a.m. – 2:30 p.m.	approximately 282 students
Grades K - 12	8:00 a.m. – 3:00 p.m.	approximately 283 students
	8:30 a.m. – 3:30 p.m.	approximately 282 students
Phase II:	7:00 a.m. – 2:00 p.m.	approximately 500 students
1800 students	7:30 a.m. – 2:30 p.m.	approximately 500 students
Grades K-12	8:00 a.m. – 3:00 p.m.	approximately 500 students
	8:30 a.m. – 3:30 p.m.	approximately 300 students
Phase III:	7:00 a.m. – 2:00 p.m.	approximately 500 students
1800 students	7:30 a.m. – 2:30 p.m.	approximately 500 students
Grades K-12	8:00 a.m. – 3:00 p.m.	approximately 500 students
	8:30 a.m. – 3:30 p.m.	approximately 300 students

14. The Owner shall provide the landscaping shown on the plans adjacent to the modular building prior to the issuance of the Certificate of Use for the modular building.

15. The temporary modular support building on the Property shall be removed prior to the beginning of the 2017-2018 school year.

16. The Owner shall maintain the 6' high security fence around the perimeter of the lake.
17. The Owner shall submit an Entrance Feature Maintenance Agreement to the Department within 30 days after final public hearing approval of this application, unless a time extension is granted by the Director, for good cause shown

18. Miscellaneous

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time of entering and inspecting the use of the Property to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of the County and shall remain in full force and effect and be binding upon the undersigned Owner, and its heirs, successors and assigns until such time as the same is modified or released. The restrictions contained within this Declaration, while in effect, shall be for the benefit of, and constitute limitations upon, all present and future owners of the Property, and for the benefit of Miami-Dade County and the public welfare.

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 the, then, owner(s) of the Property has been recorded agreeing to change this Declaration in whole, or in part, provided that such change has been approved by the County.

Modification, Amendment, Release. This Declaration may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property that is the subject of the modification, amendment or release, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners.

Should this Declaration be so modified, amended or released, the Director, or the executive officer of the successor agency to the Department, or in the absence of such director or executive officer, by her/his assistant in charge of the Department or such successor agency in her/his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Declaration. 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/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold, in connection with the Property, any further permits, and refuse to make any inspections or grant any approvals with respect to the Property, until such time as this Declaration is complied with.

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.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owner following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by her/his assistant in charge of the office in her/his absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the County retains its full power and authority to, with respect to the Property, deny

each such application in whole or in part and to decline to accept any conveyance with respect to the Property.

Owner. The term "Owner" shall include the Owner, and its heirs, successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, LUXOR PROPERTY HOLDINGS, LLC, has caused these present to be signed in its name on this 14 day of JANUARY, 2009.

WITNESSES:

LUXOR PROPERTY HOLDINGS, LLC,
a Florida limited liability company

[Signature]
Witness
Ricardo Fraga
Printed Name

By: [Signature]
Signature
Jesus Freiria, Manager
Printed Name / Title

[Signature]
Witness
WANDA RODRIGUEZ
Printed Name

Address:
6073 N.W. 167 St. C-19
Hiatchah, FL 33015

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

The foregoing instrument was acknowledged before me this 14 day of January, 2009, by Jesus Freiria, as manager of Luxor Property Holdings, LLC, on behalf of said limited liability company, who is personally known to me or has produced drivers license as identification.

My Commission Expires:

[Signature]
Notary Public - State of Florida

WANDA RODRIGUEZ
Printed Name

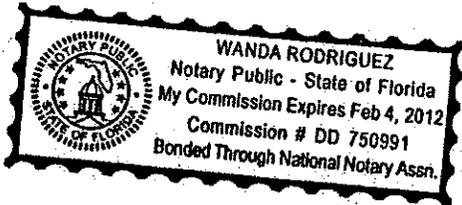


Exhibit "A"

PARCEL 1

The West 1/2 of Tract 53; in Section 9, Township 52 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. ONE, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, Public Records of Miami-Dade County, Florida. LESS the West 25 feet thereof conveyed to Miami-Dade County, Florida in Official Records Book 8133, Page 363, Public Records of Miami-Dade County, Florida.

AND

PARCEL 2

The East 1/2 of Tract 53, in Section 9, Township 52 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. ONE, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, Public Records of Miami-Dade County, Florida. LESS so much of said property as lies within the East 55 feet of the SE 1/4 of said Section 9, which has heretofore been conveyed to Miami-Dade County, Florida for road right-of-way purposes.



Miami-Dade County Public Schools

giving our students the world

Franklin Fojo

Superintendent of Schools
Alberto M. Carvalho

2/5/2010 Zoning
Application 2.

January 23, 2009

Miami-Dade County School Board
Dr. Solomon C. Stinson, Chair
Dr. Marta Pérez, Vice Chair
Agustin J. Barrera
Renier Díaz de la Portilla
Dr. Lawrence S. Feldman
Perla Tabares Hantman
Dr. Wilbert "Tee" Holloway
Dr. Martin Karp
Ana Rivas Logan

Ms. Maria Teresa-Fojo,
Acting Assistant Zoning Director
Miami-Dade County
Department of Planning and Zoning
111 NW 1 Street, Suite 1110
Miami, Florida 33128

RECEIVED
FEB 02 2009

ZONING SERVICES DIVISION, DADE COUNTY
DEPT. OF PLANNING & ZONING

BY _____

Re: Carlisle Group IV, Ltd. – No. 09-001
Southeast corner of NW29 Avenue and NW 53 Street

Dear Ms. Fojo:

Pursuant to the state-mandated and School Board approved Interlocal Agreement, local government, the development community and the School Board are to collaborate on the options to address the impact of proposed residential development on public schools where the proposed development would result in an increase in the schools' FISH % utilization (permanent and relocatable), in excess of 115%. This figure is to be considered only as a review threshold and shall not be construed to obligate the governing agency to deny a development.

Attached please find the School District's review analysis of potential impact generated by the above referenced application. Please note that none of the schools impacted by the proposed development meet the review threshold. As such, no dialogue between the applicant and the School District will be required.

This application may be subject to school concurrency requirements, as mandated by 2005 Growth Management Legislation. Pursuant to Sections 163.3177 and 1013.33 of the Florida Statutes, all new residential applications will be tested for school concurrency at Final Subdivision or Site Plan (or functional equivalent), effective at the time school concurrency is fully implemented.

As always, thank you for your consideration and continued partnership in our mutual goal to enhance the quality of life for the residents of our community.

Sincerely,

Corina S. Esquijarosa
Corina S. Esquijarosa
Coordinator III

CSE:cse
L-307
Attachment

cc: Ms. Ana Rijo-Conde Mr. Fernando Albuerne Mr. Michael A. Levine
Mr. Ivan M. Rodriguez Ms. Vivian G. Villaamil

Facilities Planning

Ana Rijo-Conde, AICP, Planning Officer • 1450 N.E. 2 Ave. • Suite 525 • Miami, FL 33132
305-995-7285 • (FAX) • 305-995-4760 • arijo@dadeschools.net

SCHOOL IMPACT REVIEW ANALYSIS

(January 23, 2009)

APPLICATION: Carlisle Group IV, Ltd. – No. 09-001

REQUEST: Special Exception for Multi-Family Development

ACRES: 2.7 acres

LOCATION: Southeast corner of NW 29 Avenue and NW 53 Street

**MSA/
MULTIPLIER:** 4.2/.43 Multi-Family

UNITS: 90 units

**ESTIMATED
STUDENT
POPULATION:** 39 students*

ELEMENTARY: 18

MIDDLE: 9

SENIOR: 12

SCHOOLS SERVING AREA OF APPLICATION:

ELEMENTARY: Melrose Elementary – 3050NW 35 Street

MIDDLE: Miami Springs Middle – 150 South Royal Poinciana

SENIOR HIGH: Miami Springs Senior High – 751 Dove Avenue

All schools are located in North Central Regional Center.

* Based on Census 2000 information provided by the Miami-Dade County Department of Planning and Zoning.

The following population and facility capacity data are as reported by the Office of Information Technology, as of October 2008:

	STUDENT POPULATION	FISH DESIGN CAPACITY PERMANENT	% UTILIZATION FISH DESIGN CAPACITY PERMANENT	NUMBER OF PORTABLE STUDENT STATIONS	% UTILIZATION FISH DESIGN CAPACITY PERMANENT AND RELOCATABLE
Melrose Elementary	521	608	86%	0	86%
	539 *		89%		89%
Miami Springs Middle	1,817	1,291	141%	317	113%
	1,826 *		141%		114%
Miami Springs Senior High	2,199	2,011	109%	309	95%
	2,211 *		110%		95%

*Student population increase as a result of the proposed development.

Notes:

- 1) Figures above reflect the impact of the class size amendment.
- 2) Pursuant to the Interlocal Agreement, none of the impacted schools meet the review threshold.

PLANNED RELIEF SCHOOLS

<u>School</u>	<u>Status</u>	<u>Projected Occupancy Date</u>
N/A		

OPERATING COSTS: According to Financial Affairs, the average cost for K-12 grade students amounts to \$6,549 per student. The total annual operating cost for additional students residing in this development, if approved, would total \$255,411.

CAPITAL COSTS: Based on the State's January student station cost factors*, capital costs for the estimated additional students to be generated by the proposed development are:

ELEMENTARY	DOES NOT MEET THRESHOLD
MIDDLE	DOES NOT MEET THRESHOLD
SENIOR HIGH	DOES NOT MEET THRESHOLD
Total Potential Capital Cost	\$0

* Based on Information provided by the Florida Department of Education, Office of Educational Facilities Budgeting. Cost per student station does not include land cost.

DISCLOSURE OF INTEREST

EVERETT STEWART, SR. VILLAGE

Applicant Entity:	Carlisle Group IV, Ltd. A Florida Limited partnership
General Partner (.01% owner):	Carlisle Group IV, LLC (For-Profit) A Florida Limited Liability Company
Members:	Matthew Greer, Manager (60% owner) Lloyd J. Boggio (32% owner) The Sagra, LLC (8% owner) *
Officers:	Lloyd J. Boggio, President Bruce Greer, Vice President Matthew Greer, Vice President Mitchell Rosenstein, Treasurer Elizabeth Wong, Secretary
Directors/Shareholders:	NA
Limited Partner (99.99% owner):	Lloyd J. Boggio &/or assigns
*The Sagra, LLC	Matthew Greer, Manager/Member (100% owner)

FOR Speaker's Card (For Appearance Before the Board of County Commission)

Today's Date: 2/5/09 BCC Mtg. Date: 2/5/09 Agenda Item#: 1 P.H. 08-64

Subject: LUXOR PROPERTY HOLDING

Name: HECTOR CAPO

Address: 9050 NW 190 ST.

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes No

If yes, please list name: _____
Organization Firm Client

Have you registered with the Clerk of the Board? Yes No

Do you require an interpreter?

¿Necesita un intérprete? Spanish/Español *Èske w bezwen yon Entèprèt?* Creole/Kreyol

FOR Speaker's Card (For Appearance Before the Board of County Commission)

Today's Date: 2/5/09 BCC Mtg. Date: 2/5/09 Agenda Item#: ① P.H. 08-64

Subject: LUXOR PROPERTY HOLDING

Name: Maria Reyes

Address: 9144 172 Terrace 33018

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes No

If yes, please list name: _____
Organization Firm Client

Have you registered with the Clerk of the Board? Yes No

Do you require an interpreter?

Necesita un intérprete? Spanish/Español *Èske w bezwen yon Entèprèt?* Creole/Kreyol

FOR Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2/5/09 BCC Mtg. Date: 2/5/09 Agenda Item#: 1 P.H. 08-64

Subject: LIXOR PROPERTY HOLDING (08-64)

Name: MARILYN GUEVERA

Address: 1099 W 06TH ST.

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes No

If yes, please list name: _____
Organization Firm Client

Have you registered with the Clerk of the Board? Yes No

Do you require an interpreter?

Necesita un intérprete? Spanish/Español Èske w bezwen yon Entèprèt? Creole/Kreyol

~~FOR~~ Speaker's Card (For Appearance Before the Board of County Commission)

INFORMATION

Today's Date: 2-5-09 BCC Mtg. Date: 2-5-09 Agenda Item#: 09-2-CC-1/08-647 ⁹⁻⁵²⁻⁴
BCC DIST 4

Subject: luxor prop ...

Name: ALAN Rigerman

Address: 17910 NW 81 Ave PSN 33015

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes No

If yes, please list name: _____
Organization Firm Client

Have you registered with the Clerk of the Board? Yes No

Do you require an interpreter?
 Necesita un intérprete? Spanish/Español Èske w bezwen yon Entèprèt? Creole/Kreyol

FOR Speaker's Card (For Appearance Before the Board of County Commission)

Today's Date: 2/5/09 BCC Mtg. Date: 2/5/09 Agenda Item#: (1) P.H. 08-04

Subject: LUXOR PROPERTY HOLDING

Name: Carmen Green

Address: 17335 NW 87 Avenue 33015

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes No

If yes, please list name: _____
Organization Firm Client

Have you registered with the Clerk of the Board? Yes No

Do you require an interpreter?

¿Necesita un intérprete? Spanish/Español *Èske w bezwen yon Entèprèf?* Creole/Kreyol

FOR Speaker's Card (For Appearance Before the Board of County Commission)

Today's Date: 2/5/09 BCC Mtg. Date: 2/5/09 Agenda Item#: (1) 08-04

Subject: LUXOR PROPERTY HOLDING

Name: Andy Lopez

Address: 4955 NW 199 ST #206 33015

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes No

If yes, please list name: _____
Organization Firm Client

Have you registered with the Clerk of the Board? Yes No

Do you require an interpreter?

Necesita un intérprete? Spanish/Español Èske w bezwen yon Entèprèt? Creole/Kreyol

FOR Speaker's Card (For Appearance Before the Board of County Commission)

Today's Date: 2/5/09 BCC Mtg. Date: 2/5/09 Agenda Item#: 1 P.H. 08-64

Subject: LUXOR PROPERTY HOLDING

Name: FRANK CURBELO

Address: 18702 NW 90 AVENUE

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes No

If yes, please list name: _____
Organization Firm Client

Have you registered with the Clerk of the Board? Yes No

Do you require an interpreter?

Necesita un intérprete? Spanish/Español *Èske w bezwen yon Entèprèt?* Creole/Kreyol

FOR Speaker's Card (For Appearance Before the Board of County Commission)

Today's Date: 2/5/09 BCC Mtg. Date: 2/5/09 Agenda Item#: (1) 08-64

Subject: LUXOR PROPERTY HOLDING

Name: Priscilla Morales

Address: 10900 NW 169 St 33015

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes No

If yes, please list name: _____
Organization Firm Client

Have you registered with the Clerk of the Board? Yes No

Do you require an interpreter?

¿Necesita un intérprete? Spanish/Español *Èske w bezwen yon Entèprèt?* Creole/Kreyol

FOR Speaker's Card (For Appearance Before the Board of County Commission)

Today's Date: 2/5/09 BCC Mtg. Date: 2/5/09 Agenda Item#: (1) 08-04

Subject: LUXOR PROPERTY HOLDING

Name: Kimberly Zelaya

Address: 3370 NW 17a street 33055

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes No

If yes, please list name: _____
Organization Firm Client

Have you registered with the Clerk of the Board? Yes No

Do you require an interpreter?

Necesita un intérprete? Spanish/Español Eske w bezwen yon Entèprèr? Creole/Kreyol

FOR Speaker's Card (For Appearance Before the Board of County Commission)

Today's Date: 2/5/09 BCC Mtg. Date: 2/5/09 Agenda Item#: 1 P.A. 09-04

Subject: LUXOR PROPERTY HOLDING

Name: Aned Rodriguez

Address: 8816 NW 17th Lane 33018

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes No

If yes, please list name: _____
Organization Firm Client

Have you registered with the Clerk of the Board? Yes No

Do you require an interpreter?
 Necesita un intérprete? Spanish/Español Eske w bezwen yon Entèprèt? Creole/Kreyol