Memorandum

MIAMI-DADE COUNTY

Date: May 6, 2008

To: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

Agenda Item No.8(D)(1)(B)

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Partial Release of the Covenant Running with the Land of Lindgren Trust c/o Victor L. Stosik, Esq, in Favor of the Board of County Commissioners

---

Recommendation

It is recommended that the Board approve the attached resolution authorizing the partial release of the covenant listed below (Attachment 1). Board approval must be granted to remove fifteen (15) feet of dedicated public right-of-way from the forty (40) foot tree preservation area to allow for the construction of the southern half of SW 124 Street between SW 127 Avenue and 137 Avenue.

Scope

This Agreement encompasses areas located in Commission District 9.

Fiscal Impact/Funding Source

The approval of this resolution will permit the removal of County-designated Natural Forest Community (NFC) for the construction of the southern half of SW 124 Street between SW 127 and 137 Avenues. This road is being constructed at no cost to the County per the attached resolution CZAB11-25-06 (Attachment 2). To mitigate for the loss of NFC, the applicant will contribute $14,190.10 to the Miami-Dade County Tree Trust Fund to restore pineland on the County-owned Nixon-Smiley preserve. This contribution shall be required prior to NFC permit issuance.

Track Record/Monitor

Not applicable

Background

In 1985, a Covenant Running with the Land of Lindgren Trust In Favor of the Board of Country Commissioners of Miami-Dade County (Attachment 3) was executed for the preservation of a forty (40) foot tree preservation area and was recorded at Official Record Book 12850, Page 1952 of the Official Records of Miami-Dade County, Florida (the "Recorded Covenant").

The forty (40) foot tree preservation area includes fifteen (15) feet of dedicated public right-of-way and twenty-five (25) feet of set-back on the south side of SW 124 Street. Pursuant to the recorded covenant, Board consent is required to approve this request.

On June 1, 2006, the Miami-Dade County Community Zoning Appeals Board 11 approved Resolution No. CZAB11-25-06. This resolution contains an agreement with Forty Acre Farm Limited to construct four (4) travel lanes and one (1) turning lane on SW 124 Street between SW 127 Avenue and 137 Avenue. In order for DERM to permit the removal of pineland located within the covenanted fifteen (15) feet of right-of-way, the Board must approve the partial release of the recorded covenant which removes the northernmost fifteen (15) feet from the preservation area.

The remaining twenty-five (25) foot strip of tree preservation area along SW 124 Street and all other portions of the tree preservation area shall remain subject to the provisions of the covenant.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: May 6, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(D)(1)(B)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(D)(1)(B)

5-6-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PARTIAL RELEASE OF THE COVENANT RUNNING WITH THE LAND OF LINDGREN TRUST C/O VICTOR L. STOSIK, ESQ. IN FAVOR OF THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING THE PROTECTION AND MANAGEMENT OF PINELAND HABITAT AND TREE RESOURCES LOCATED AT SW 137 AVENUE AND SW 124 STREET, MIAMI-DADE COUNTY, FLORIDA

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, at the time of plat approval for the Concorde Corporate Centre West Subdivision by the Board of County Commissioners, the Trustees of the Lindgren Trust recorded the "Covenant Running with the Land of Lindgren Trust C/O Victor L. Stosik, Esq. in Favor of the Board of County Commissioners of Dade County, Florida Concerning the Protection and Management of Pineland Habitat and Tree Resources Located at SW 137 Avenue and SW 124 Street, Dade County, Florida" (the "Recorded Covenant") at Official Record Book 12850, Page 1952 of the Official Records of Miami-Dade County, Florida; and

WHEREAS, the Miami-Dade County Board of County Commissioners has determined that the restrictions in the Recorded Covenant must be partially released in order to complete the construction of the southern 35 feet of SW 124 Street, as mentioned in Resolution No. CZAB11-25-06 approved by the Miami-Dade County Community Zoning Appeals Board 11; and

WHEREAS, the Recorded Covenant provided that it may be amended with the consent of the Miami-Dade County Board of County Commissioners; and

WHEREAS, the attached partial release of covenant, identified as "Partial Release of Covenant Running with the Land of Lindgren Trust c/o Victor L. Stosik, Esq. in favor of The Board of County Commissioners of Dade County, Florida Concerning the Protection and Management of Pineland Habitat and Tree Resources Located at SW 137 Avenue and SW 124 Street" amends the recorded covenant and releases the southernmost 15 feet of right-of-way along SW 124 Street adjacent to the Concorde Corporate Centre West subdivision; and

WHEREAS, the attached Partial Release of Covenant has been executed and is being proffered to this Board for acceptance, as indicated in the Manager's memorandum, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the Board of County Commissioners hereby approves the partial release of the Recorded Covenant as applied to the Property,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby accepts the attached Partial Release of Covenant Running with the Land; and that the southern 15 feet of the SW 124 Street right of way along the width of the "Concorde Corporate Centre West," is hereby released from the Recorded Covenant provided that all remaining tree preservation areas not released by this resolution will remain subject to the provisions of the Recorded Covenant.

The foregoing resolution was offered by Commissioner ,

who moved its adoption. The motion was seconded by Commissioner

and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of May, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Robert A. Duvall

NOTICE OF PUBLIC HEARING FOR RESOLUTION AUTHORIZING A PARTIAL RELEASE OF THE COVENANT RUNNING WITH THE LAND OF LINDGREN TRUST C/O VICTOR L. STOSIK, ESQ. IN FAVOR OF THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, CONCERNING THE PROTECTION AND MANAGEMENT OF PINELAND HABITAT AND TREE RESOURCES LOCATED AT SW 137 AVENUE AND SW 124 STREET, MIAMI-DADE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Miami-Dade County will hold and conduct a Public Hearing for a resolution accepting Covenant partial release for Covenant Running with the Land of Lindgren Trust concerning the protection and management of pineland habitat and tree resources located at SW 137 Avenue and SW 124 Street, Miami-Dade County.

Such Public Hearing will be held on April 15, 2008 at 9 AM at the County Commission Chambers on the 2nd Floor of the Stephen P. Clark Center in Miami, Florida.

Plans and details concerning the action requested in the application may be reviewed by interested persons at the office of the Miami-Dade County Environmental Resources Management Department, 701 NW 1st Court, 4th Floor, Miami, Florida 33136.

Oral statements will be heard and appropriate records made. For accuracy of records all important facts and arguments should be prepared in writing in triplicate, with two copies being submitted to the Deputy Clerk of the County Commission at the hearing or mailed to her beforehand (Kay Sullivan, Deputy Clerk), 111 NW 1st Street, Stephen P. Clark Center, Suit 210, Miami, Florida 33128; with one copy being submitted beforehand to the Miami-Dade County Department of Environmental Resources Management, 701 NW 1st Court, 4th Floor, Miami, Florida 33136.

A person who decides to appeal any decision made by any Board, Agency, or Commission with respect to any matter considered at its meeting or hearing, will need a record of proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

BY: _____
Deputy Clerk

ATTACHMENT 1

This instrument prepared by
and after recording return to:

Name:
Address:

PARTIAL RELEASE OF COVENANT RUNNING WITH THE LAND OF LINDGREN TRUST C/O VICTOR L. STOSIK, ESQ. IN FAVOR OF THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA CONCERNING THE PROTECTION AND MANAGEMENT OF PINELAND HABITAT AND TREE RESOURCES LOCATED AT S.W. 137 AVENUE AND S.W. 124TH STREET, DADE COUNTY, FLORIDA.

This PARTIAL RELEASE OF COVENANT RUNNING WITH THE LAND OF LINDGREN TRUST C/O VICTOR L. STOSIK, ESQ. IN FAVOR OF THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA CONCERNING THE PROTECTION AND MANAGEMENT OF PINELAND HABITAT AND TREE RESOURCES LOCATED AT S.W. 137 AVENUE AND S.W. 124TH STREET, DADE COUNTY, FLORIDA is entered into this _____ day of _____ 2008, by MIAMI-DADE COUNTY.

NOW, THEREFORE, Miami-Dade County provides as follows:

The portion of the Property legally described in Exhibit "A" attached hereto is hereby released from the "Covenant Running with the Land of Lindgren Trust C/O Victor L. Stosik, Esq. in Favor of the Board of County Commissioners of Dade County, Florida Concerning the Protection and Management of Pineland Habitat and Tree Resources Located at S.W. 137 Avenue and S.W. 124 Street" recorded at Official Record Book 12850, Page 1952 of the Official Records of Miami-Dade County, Florida (the "Recorded Covenant"), attached hereto as Exhibit "B."

The remaining land not herein released will remain subject to the provisions of the Recorded Covenant.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, Miami-Dade County hereby executed the Partial Release of Covenant Running With the Land on the date first above written.

Witnesses:

COUNTY:

MIAMI-DADE COUNTY

By:_____

Assistant County Manager

_____

Print Name: _____

_____

Print Name: _____

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

The foregoing instrument was acknowledged before me this _____day of _____ 2008, by_____, on behalf of the County. He/She is personally known to me or produced _____ as identification.

_____
Notary Public - State of Florida
Commission No.:

Approved as to form and language and for execution:

_____

County Attorney
Miami-Dade County, Florida

EXHIBIT A

Legal Description:

The portion of the 40.00 feet TREE PRESERVATION, lying within The South 15.00 feet of the North 35.00 feet of the S.W. 1/4 of the N.W. 1/4 of Section 14, Township 55 South, Range 39 East, as shown on "CONCORDE CORPORATE CENTRE WEST", according to the Plat thereof, as recorded in Plat Book 128, at Page 100 of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

OFF REC 12850 PG 1952

PREPARED BY
& RETURN TO:
VICTOR L. STOSIK, ESQ.
7751 S. W. 62nd Avenue
South Miami, Florida 33143

COVENANT RUNNING WITH THE LAND OF LINDGREN TRUST
C/O VICTOR L. STOSIK, ESQ. IN FAVOR OF
THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY,
FLORIDA, CONCERNING THE PROTECTION AND MANAGEMENT
OF PINELAND HABITAT AND TREE RESOURCES LOCATED
AT S.W. 137 AVENUE AND S.W. 124TH STREET,
DADE COUNTY, FLORIDA

1985 APR 10 AM 11:22

86R113707

The undersigned owners, Martin F. Greenberg, Michael D. Bodne and Dolores Lurie, as trustees under unrecorded trust agreements dated October 4, 1972 and November 10, 1972 respectively, c/o Victor L. Stosik, Esq., being owners of a parcel of real property legally described as set forth in Exhibit A which is attached hereto and by this reference made a part hereof, and located at Southwest 137th Avenue and Southwest 124th Street, in Section 14, Township 55 South, Range 39 East, of Dade County, Florida, and furthermore identified for ad valorem tax purposed by all or part of Folio Number 30-5914-00-0210 (hereinafter referred to as the "Property") hereby creates a covenant, on behalf of the undersigned owners, heirs, successors, assigns and grantees, running with the land to and in favor of the Board of County Commissioners of Dade County, Florida (hereinafter referred to as the "Board"), their successors and assigns, with respect to the Property, as follows:

1. The undersigned owners covenant with the Board that all conditions and stipulations contained within the Dade County Tree Removal Permit attached hereto as Exhibit B and incorporated herein by reference, shall be adhered to.

2. The undersigned owners covenant with the Board that the Tree Preservation Area of the property located within the fifteen (15') foot easement (i.e., the outside fifteen (15') feet on each side of the seventy (70')foot right-of-way or the fifteen (15') feet between the edge of the pavement, including the curb and gutter, and the edge of the right-of-way) and the twenty-five (25') foot setback adjacent to the south side of Southwest 124th Street, and the fifteen (15') foot easement, as described above, and the

twenty-five (25') foot setback adjacent to the east and west sides of Southwest 136th Avenue and Southwest 134th Court, and adjacent to the north and south sides of Southwest 126th Street, as shown on the Tentative Plat entitled "Concorde Corporate Center West" (prepared by Jack Mueller & Associates, Inc., dated January 31, 1984), being Tentative Plat No. T-14295-3 Cor. and attached hereto as Exhibit C and incorporated herein by reference, shall be preserved in a natural condition and shall be managed according to the following management plan:

a. The undersigned owners shall have the right to remove, at any time as needed, all exotic herbaceous and exotic woody vegetation.

b. The undersigned owners shall have the right to selectively clear and trim to simulate the natural clearing effect of fire. The undersigned owners shall have the right, at no more than six month intervals, to remove dead palm fronds, dead tree branches, clumps of herbaceous and woody plants, thick mats of pine needles and other humus that could be considered a fire hazard. Such removal may include the removal of native hardwood tree species that, if allowed to remain and multiply, would eventually replace the pine habitat. The undersigned owners shall contact the Dade County Department of Environmental Resources Management (hereinafter referred to as "DERM") prior to such selective clearing and trimming in order for DERM to identify those native species that may be removed and those species that must be protected. DERM shall meet within ten (10) days after notification by the undersigned owners to provide such assistance and has the right to supervise the clearing and trimming operation.

c. The undersigned owners shall plant additional pine seedlings in the Tree Preservation Area as needed to replace pines lost to natural attrition, or as a result of road costruction, or clearing required for utility placement, installation and/or maintenance, and the construction and future maintenance of buildings and parking areas adjacent to the Tree Preservation Area.

d. The undersigned owners shall have the right to plant Argentine bahia sod within the Tree Preservation Area along the edges of driveways in the areas cleared during construction, and maintained without the use of irrigation systems or fertilizers. In no instance shall said Argentine bahia sod be planted more than three (3) feet from the edge of driveway pavement.

e. The undersigned owners shall have the right to remove, at any time, fallen dead or dying trees or limbs, or plants weakened by natural conditions or accidents.

f. The undersigned owners shall have the right to construct through the Tree Preservation Area, a thirty foot (30') wide ingress-egress driveway on each platted lot in accordance with the requirements of Dade County Public Works Department for access widths, and traffic site distance. Said permitted ingress-egress driveway shall be constructed in accordance with the sketch attached hereto as Exhibit D. If the undersigned owners desire to construct an additional ingress-egress driveway on a platted lot, then said owners may do so as long as said owners replace (substitute) the Tree Preservation Area used for said driveway with another tree preservation area located on the subject lot or another lot in the "Concorde Corporate Centre West" project, the location and dimensions of the

substituted tree preservation area shall be at the sole discretion of the owners and the area of the substituted Tree Preservation Area will be equal to the area of Tree Preservation Area lost to, or being used by, the additional driveway. If the initial permitted driveway is less than thirty (30') feet wide, then the owner shall receive a credit for the difference between the permitted area (i.e., 1,200 square feet or an area 30 feet in width and 40 feet in length) and the area actually used (i.e., driveway width times 40 feet) against the area of the additional driveway area. By way of example, if the owners construct or install a thirty (30') foot driveway and desire to construct a second driveway with a width of thirty (30') feet on the same lot, then the owners must dedicate an additional tree preservation area of 1,200 square feet. If the owners construct or install a twenty four (24') foot driveway and desire to construct a second driveway with a width of thirty (30') feet on the same lot, then the owners must dedicate an additional tree preservation area of 960 square feet (1,200 square feet less the unused credit for the initial driveway of 240 square feet).

g. All underground utilities shall be placed under ingress-egress driveways unless such utility placement is not technically feasible. Where clearing of an easement through the Tree Preservation Area is required, the owners shall re-plant the area with pine seedlings and allow the palmetto and understory to re-vegetate the area. All locations of utility easements within the Tree Preservation Area shall be subject to the approval of DERM.

3. The undersigned owners covenant and represent that the undersigned owners, as trustees and not individually, are the owners in fee of the Property and that no other person

or other legal entity of any kind whatsoever has any fee interest in the Property.

4. The undersigned owners covenant and agree that DERM shall have the right, upon notification to the owners of the Property, to inspect the property at reasonable times to determine whether the Property is being used and maintained in the manner promised by the undersigned owners in the covenant. Should DERM determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this Covenant, DERM shall notify the owners in writing by certified mail, return receipt requested, of the particular curative action to be taken by the owners of the Property and the reasons therefor. The owners shall take such curative action within a reasonable time, provided however, the owners shall have the right to appeal such proposed curative action to the Dade County Environmental Quality Control Board by filing a written objection within fifteen (15) days after receipt of written notification of said proposed curative action and the reasons therefor.

5. After this Covenant is accepted by the Board, the Covenant, together with a certified copy of the Board's resolution accepting the Covenant, shall be promptly filed with the Clerk of the Circuit Court for recording in the official records of Dade County, Florida.

6. The undersigned owners covenant and agree that no trees or understory shall be trimmed or removed from within the Tree Preservation Area referenced in Stipulation No. 2 except as permitted in Paragraph 2 hereof. Any trimming or removal shall be done only as provided in Dade County Tree Removal Ordinance.

7. The undersigned owners covenant and agree that all successors, heirs, assigns and grantees of the undersigned owners with respect to the Property shall be notified in writing by certified mail, return receipt requested, of the tree protection and preservation stipulations contained herein and DERM shall receive copies of all such written notifications. The failure of the undersigned owners to provide such written notice to all successors, heirs, assigns, and grantees shall not, however, effect the validity or enforceability of this covenant as to any such successors, heirs, assigns, and grantees.

8. This Covenant shall never be subject to cancellation, revision, alteration or amendment without the consent of the Board.

9. The undersigned owners shall notify DERM within one (1) month of any conveyance, sale, granting or transfer of the Property or portion thereof, to any heirs, successors, assigns and grantees.

IN WITNESS WHEREOF, the undersigned trustees, being the owners of the Property, agree to the terms of this Covenant, hereby create same as a covenant running with the land, and set their hands and seals unto this Covenant this 28 day of FEBRUARY, 1985.

WITNESSES:

Victor S. Stark
As to Greenberg

PROPERTY OWNERS:

Martin F. Greenberg, Trustee
under unrecorded trust agreements
dated October 4, 1972 and
November 10, 1972

Michael D. Bodne, Trustee
under unrecorded trust agreements
dated October 4, 1972 and
November 10, 1972

As to Bodne

Dolores Lurie, Trustee
under unrecorded trust agreements
dated October 4, 1972 and
November 10, 1972

As to Lurie

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

I hereby certify that on this day personally appeared before me, MARTIN F. GREENBERG, Trustee under unrecorded trust agreements dated October 4, 1972 and November 10, 1972, who executed the foregoing instrument and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid this 28 day of FEBRUARY 1985.

Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 3, 1986
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

I hereby certify that on this day personally appeared MICHAEL D. BODNE, trustee under unrecorded trust agreements dated October 4, 1972 and November 10, 1972, who executed the foregoing instrument and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid this 28 day of FEBRUARY 1985.

Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 3, 1986
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

I hereby certify that on this day personally appeared DOLORES LURIE, trustee under unrecorded trust agreements dated October 4, 1972 and November 10, 1972, who executed the foregoing instrument and acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid this 28 day of FEBRUARY. 1985.

Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 3, 1986
BONDED THRU GENERAL INS. UND.

EXHIBIT A: ATTACHMENT TO RESTRICTIVE COVENANT FOR PINELAND HABITAT PROTECTION ON PROPERTY LOCATED AT S.W. 137TH AVENUE AND 124TH STREET (FOLIO NO. 30-5914-00-0210)

The SW¼ of the NW¼ less the South 367.47' and the North 35' of Section 14, Township 55 South, Range 39 East, Dade County, Florida 31.5 acres.

EXHIBIT "B": ATTACHMENT TO RESTRICTIVE COVENANT FOR PINELAND HABITAT PROTECTION ON PROPERTY LOCATED AT S.W. 137TH AVENUE AND 124TH STREET (FOLIO NO. 30-5914-00-0210)

PERMIT CONDITION FOR TREE REMOVAL

In

X **Pinelands**

X 1. Prior to the start of construction, protective barriers shall be erected around each pine tree, cluster of pine trees or areas designated as pineland preservation. As a minimum standard these barriers shall be placed outside the dripline or no less than 8 (eight) feet from the base (whichever is of greater distance) of designated trees. Barriers shall remain intact and in place throughout site development. No attachments or wires other than those of a protective or nondamaging nature shall be attached to any trees during construction.

X 1a. No work may commence until DERM has verified that all barriers are in place and DERM authorization has been given for the commencement of construction.

X 2. During construction no soil, vehicles or heavy equipment (such as bulldozers or backhoes), fill, building materials, construction debris, dead vegetation or any materials other than protected vegetation shall be placed, stored or deposited within the areas of protective barriers.

X 3. There shall be no disruption of soil, rock formation, shrubs or ground cover within the protective barriers.

X 4. There shall be no damage to the bark or root system of any protected pine tree.

X 5. There shall be no placement of sod and no sprinkler systems placed within the protected areas during or after completion of construction.

X 6. No landscape materials shall be planted within protected areas unless said materials are approved as part of a DERM approved landscape plan.

X 7. DERM shall be notified 48 days/hours prior to commencement of any clearing at the site.

___ **Hammocks**

___ 8. For those trees permitted for relocation, there will be a minimum of _____ weeks of root pruning. Root pruned trees shall not be hat racked. Transplanting shall follow the guidelines in the Division of Forestry, Forest and Shade Tree Leaflet #86 (attached). Any tree that dies due to relocation shall be replaced with a like tree of equal canopy cover.

___ 9. For those trees designated for preservation a protective barrier shall be erected outside the dripline of said trees. No work may commence until DERM has verified that all barriers are in place and DERM authorization has been given for the commencement of construction.

___ 10. During construction no soil, vehicles or heavy equipment, fill, building materials, construction debris, dead vegetation or any other materials shall be placed, stored or deposited within the areas of protective barriers.

___ 11. When placement of on-site fill is necessary, trees designated for preservation shall have tree wells which shall provide adequate root aeration to insure long-term survival of said trees. No fill shall be placed within the area of the tree well.

___ **Miscellaneous**

___ 12. A landscape plan shall be submitted to DERM for approval _____ weeks after validation of permit issuance. The landscape plan shall include a minimum of _____.

___ 13. DERM shall be notified when designated trees are relocated, planted or a landscape plan is implemented regardless of time elapsed since permit issuance.

___ 14. The permittee shall sign a restrictive covenant with Metropolitan Dade County within two-weeks of permit issuance. Said covenant shall stipulate that _____.

___ 15. DERM shall be notified _____ days/hours prior to the commencement of any clearing at the site.

Trustee

Signature of Applicant

Martin F. Greenberg, trustee for Lindgren Land Trust

181D1-44

EXHIBIT "C": ATTACHMENT TO RESTRICTIVE COVENANT FOR PINELAND HABITAT PROTECTION ON PROPERTY LOCATED AT S.W. 137TH AVENUE AND 124TH STREET (FOLIO NO. 30-5914-00-0210)

TENTATIVE PLAT NO. 14295 -3-01

Sec. 16 Twp. 55 Rge. 39

Municipality: 12

Zoned: IUC

APPROVED _____ DATE DADE CO. BUILDING & ZONING DEPT.

APPROVED _____ DATE DADE CO. PUBLIC WORKS DEPT.

Items Required	Yes	No
St. Grading Plan		
Drainage Plan		

1. The tentative plat approval not good after expiration of 120 days from last date indicated above. Tentative approval does not necessarily guarantee final plat approval.
2. No road, sidewalks or drainage facilities to be constructed or installed without prior knowledge, approval and complete progressive inspection by the Public Works Dept. Construction or installation of these facilities does not guarantee acceptance by the County unless final plat is approved and recorded.
3. Final approval and recording subject to Pollution Control and Health Dept. approval on sewage disposal facilities and water supply.
4. Site to be filled to County Flood Criteria.
   Elevation _____ N.G.V.D. or to an elevation no less than the approved crown elevation of the road fronting the property.
5. Property Owner must provide the needed road within the right of way.
6. For removal of any tree a Permit is required.

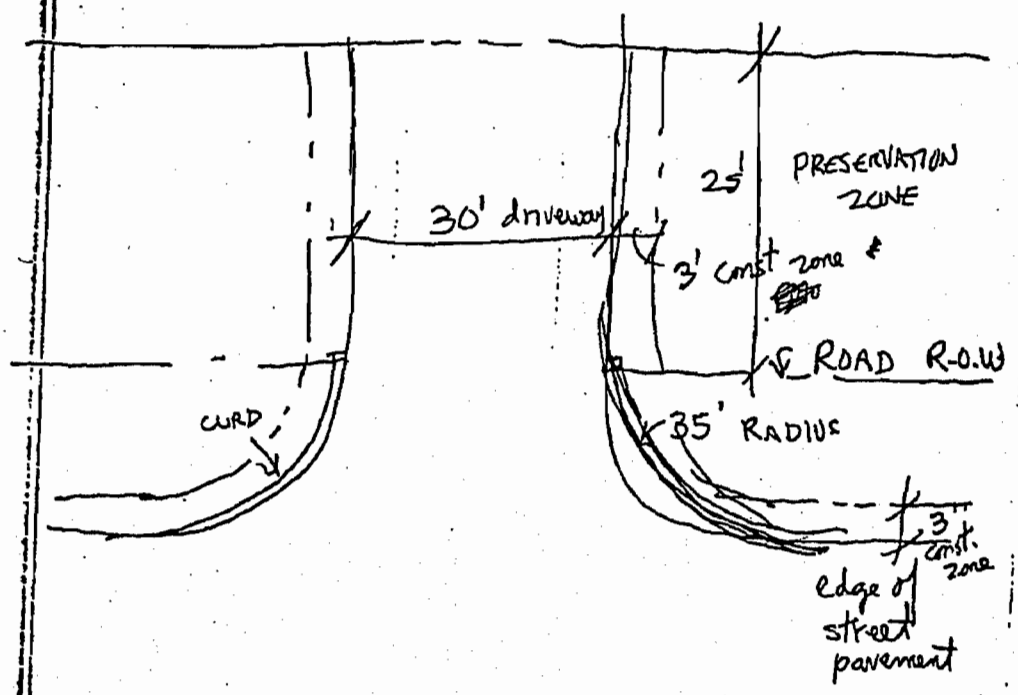
+ Covenant prior to final

Concord and Park

Tamiami

1100X 1300

EXHIBIT "D": ATTACHMENT TO RESTRICTIVE COVENANT FOR PINELAND HABITAT PROTECTION ON PROPERTY LOCATED AT S.W. 137TH AVENUE AND 124TH STREET (FOLIO NO. 30-5914-00-0210)



OFF REC 12850 PG 1963

JOINDER BY MORTGAGEE

The undersigned corporation, SOUTHEAST MORTGAGE COMPANY, a Florida corporation, as mortgagee under that certain mortgage from Martin F. Greenberg, Dolores Lurie, and Michael D. Bodne, as trustees under trust agreement dated October 4, 1972 and trust agreement dated November 10, 1972, to Southeast Mortgage Company, dated the 27th day of June, 1984, and recorded the 28th day of June, 1984, under Clerk's File No. 84R-198391, in Official Records Book 12191, at Page 746, as secured party under that certain UCC-1 Financing Statement from said trustees, as debtor, recorded June 28, 1984, under Clerk's File No. 84R-198392, in Official Records Book 12191, at Page 752, both in the Public Records of Dade County, Florida, in the original principal amount of $1,450,000.00 covering all/or a portion of the property described in the foregoing Covenant Running with the Land of Lindgren Trust c/o Victor L. Stosik, Esq. in favor of The Board of County Commissioners of Dade County, Florida, Concerning the Protection and Management of Pineland Habitat and Tree Resources Located at S.W. 137th Avenue and S.W. 124th Street, Dade County, Florida, executed by said trustees in favor of Metropolitan Dade County, does hereby acknowledge that the terms and conditions of said Covenant are and shall be binding upon the undersigned and its successors in title, but only so long as the undersigned holds a mortgage on the property or holds title thereto and in the event of satisfaction of said mortgage or if title is acquired and thereafter conveyed, the obligations of the undersigned in connection with said Covenant shall terminate.

IN WITNESS WHEREOF, these presents have been executed this 7th day of March, 1985.

SOUTHEAST MORTGAGE COMPANY

By: R.P. O'Connor
Sr. Vice-President

Attest: Robert A. Vale
Asst. Secretary

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, this day appeared R. P. O'Connor and Robert A. Vale both being to me well known and known by me to be the Sr. ~~the~~ Vice-President and ~~Assistant~~ Secretary, respectively, of Southeast Mortgage Company, a corporation organized and existing under the laws of the State of Florida, and which said Corporation is known by me to be the Corporation described in the foregoing instrument, the said officers of the said Corporation being likewise known by me to be the officers thereof who, in their official capacities as such Vice-President and Assistant Secretary of said Corporation, executed, signed and delivered the said Joinder By Mortgagee as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said instrument, acting in their said official capacities, for and as to the act and deed of said Corporation and in its name, and impressed thereon its Corporate Seal, for the uses and purposes therein mentioned, and after being duly authorized and directed.

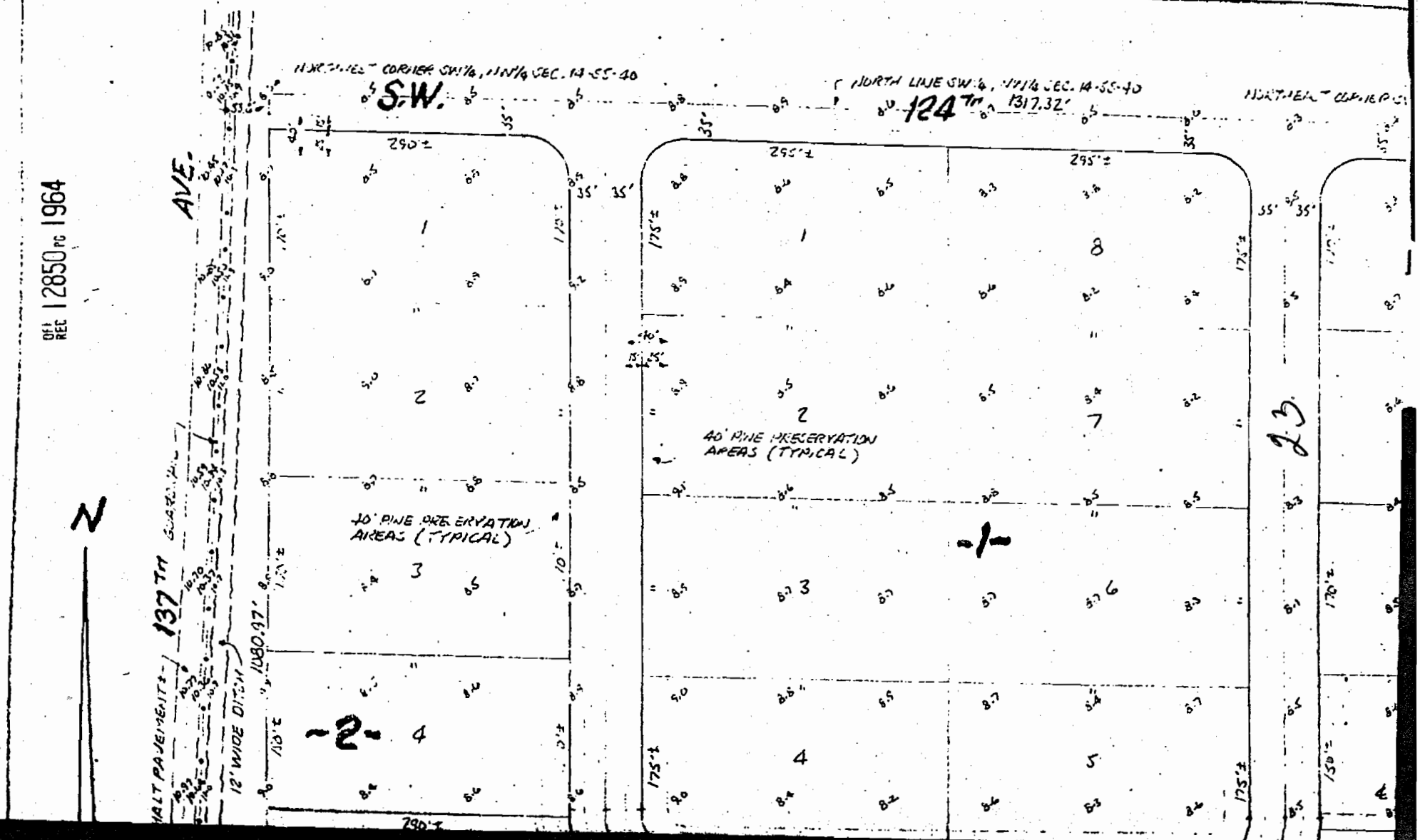
WITNESS my hand and official Seal at Miami, Dade County, Florida, on this, the 7th day of March, A.D., 1985.

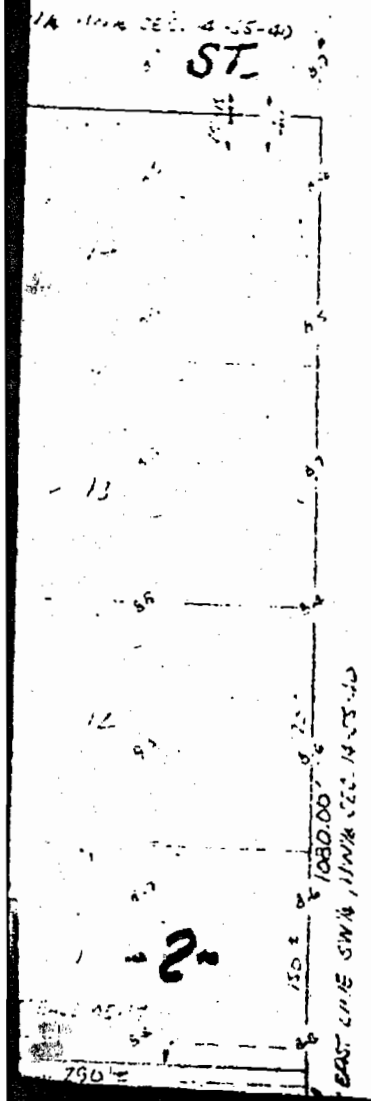
Jere D. Beasley
Notary Public

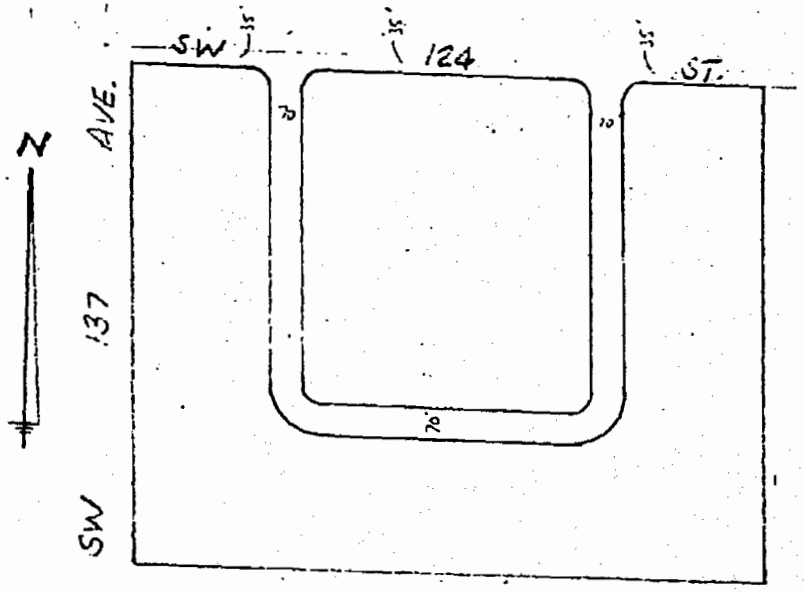
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires August 30, 1988
Bonded thru St Paul Fire & Marine Ins Co

22

OFF REC 12850 PG 1964





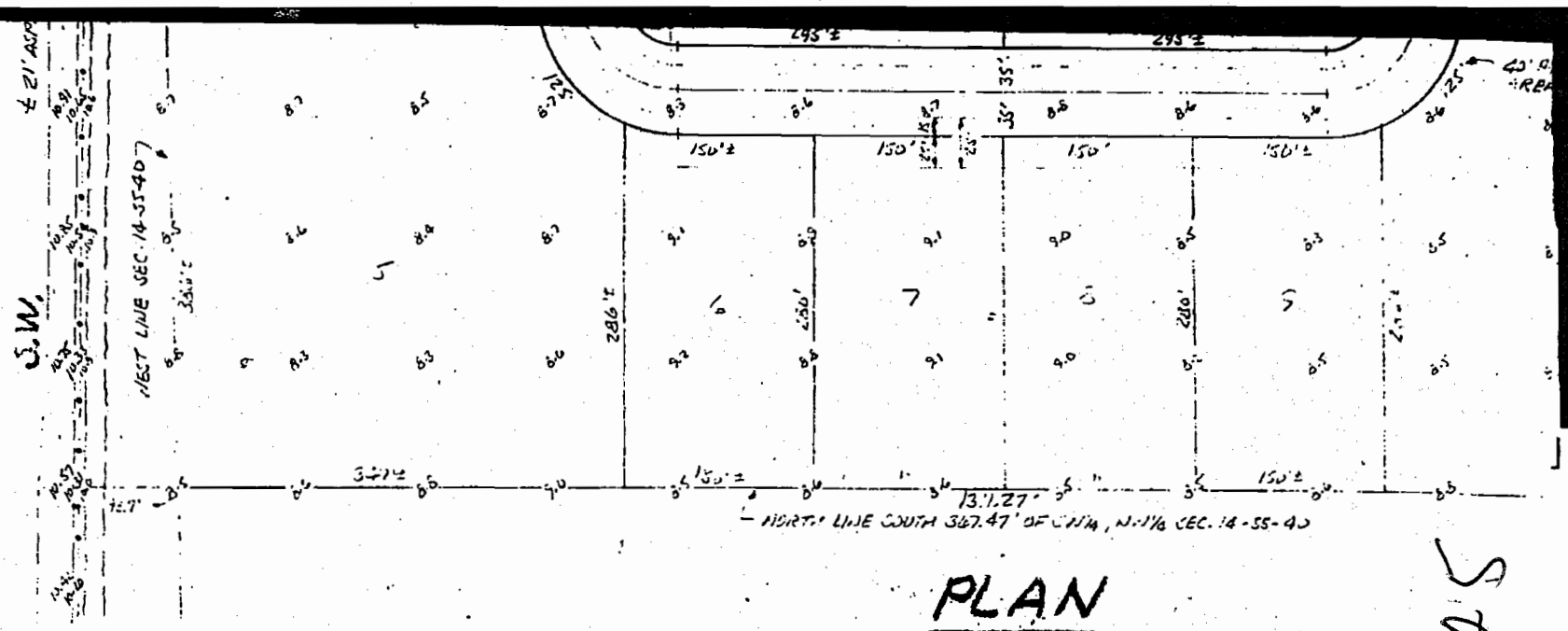


ROAD LAYOUT MAP

SCALE: 1" = 300'

24

WE HEREBY CERTIFY: THAT THE ATTACHED "TENTATIVE PLAT" IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF AS RECENTLY PREPARED UNDER OUR DIRECTION.



PLAN

SCALE=1"=100'

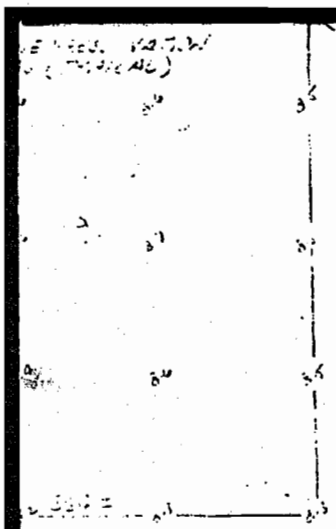
1. ELEVATIONS SHO
2. PROPERTY ZONE
3. PROPERTY AREA
4. NUMBER OF TRA
5. WATER & SEWER
6. PINELAND FOREST
IN A NATURAL
NOT BE DISTURB
7. INGRESS/EGRESS
SUBDIVISION CO
PRESERVATION

Exhibit c

TENTATIVE PLAT № T-14295

OFF REC 12850 PG 1967

EXHIBIT C



RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA, RECORD VERIFIED
RICHARD P. BRINKER
CLERK CIRCUIT COURT

△4 REVISED TO ADD 25' EASEMENT BETWEEN LOTS 10 & 11, BLOCK 2. 4-2-85, R.O.T.

△3 REVISED SPELLING OF NAME. APRIL 12, 1984, R.O.T.

△2 REVISED TO CHANGE THE SUBDIVISION NAME, ADD THE 40' PINE PRESERVATION AREA & ADD NOTES 6 AND 7. APRIL 5, 1984, R.O.T.

△1 REVISED TO ADD FRACTIONAL TIES AND RELATIONSHIP OF PAVEMENT IN S.W. 137th AVE. TO FRACTIONAL TIE. MARCH 5, 1984. R.O.T.

NOTES:—

...N REFER TO THE 'NATIONAL GEODETIC VERTICAL DATUM OF 1929'.

...: IU-C

...= 31.5 ACRES, MORE OR LESS.

...TS = 22

...SERVICE BY "MIAMI DADE WATER & SEWER AUTHORITY"

...WITHIN THE 40' PINE PRESERVATION AREAS SHALL BE PRESERVED ...ONDITION. EXISTING CANOPY AND UNDERSTORY VEGETATION SHALL ...ED.

...DRIVEWAYS AS ARE PERMITTED BY THE IU-C ZONING AND ...DES & DADE COUNTY MAY BE CLEARED THROUGH THE 40' PINE ...AREAS.

...JR.
...# 2354
STATE OF FLORIDA

TENTATIVE PLAT OF

CONCORDE CORPORATE CENTRE WEST

A PROPOSED SUBDIVISION OF THE SW¼ OF THE NW¼ OF SEC. 14, TWP. 55 S., RGE. 39 E., DADE COUNTY, FLA., LESS THE SOUTH 367.47' AND THE NORTH 35.00'

PREPARED FOR:
LINDGREN TRUST c/o VICTOR STOSIK, ESQ.
7751 S.W. 62nd AVE. (PHONE: 661-0661)
MIAMI, FLORIDA 33143

DATE: JAN. 31, 1984 SCALE: AS SHOWN

PREPARED BY:
JACK MUELLER & ASSOC., INC.
CONSULTING ENGINEERS & LAND SURVEYORS
9450 SUNSET DRIVE ~ SUITE 200
MIAMI, FLORIDA 33173 JOB № 83-5851-T

26

RESOLUTION NO. CZAB11-25-06

WHEREAS, **FORTY ACRE FARM LIMITED** applied for the following:

(1) GU to BU-1A

(2) Applicant is requesting to permit 1,048 parking spaces (1,157 parking spaces required).

REQUESTS #1 & #2 ON PARCEL "A"

(3) GU to IU-1

(4) Applicant is requesting to permit 997 parking spaces (1,052 parking spaces required).

REQUESTS #3 & #4 ON PARCEL "B"

(5) UNUSUAL USE to permit outdoor dining and table service for proposed restaurant and lounge/bars in conjunction with restaurants.

(6) SPECIAL EXCEPTION to permit 3 lounge/bars in conjunction with restaurants in the BU-1A zone.

(7) SPECIAL EXCEPTION of spacing requirements to permit the 3 lounge/bars spaced less than 1,500' from other alcoholic beverage uses.

Upon demonstration that the applicable standards have been satisfied, approval of request #2 may be considered under §33-311(A)(16) (Alternative Site Development Option for the BU Zoning District) or under §33-311(A)(4)(b) (Non-Use Variance) or (c) (Alternative Non-Use Variance) and approval of request #4 may be considered under §33-311(A)(19) (Alternative Site Development Option for the IU Zoning District) or under §33-311(A)(4)(b) (Non-Use Variance) or (c) (Alternative Non-Use Variance).

Plans are on file and may be examined in the Zoning Department entitled "London Square," as prepared by Architectural Alliance, consisting of 20 pages dated 3-23-06 and plans entitled "London Square Development Plan" as prepared by Lawrence Levinson, AIA, consisting of 5 sheets dated 3/24/06 and an alcoholic beverage survey entitled "London Square Liquor Survey" as prepared by Aylward Engineering & Surveying, Inc. dated 11/18/05.

SUBJECT PROPERTY: PARCEL "A": The Northwest 1/4, of Northwest 1/4, LESS the North 35.00 feet thereof for Right-of-way purposes, in Section 14, Township 55 South, Range 39 East, Miami-Dade County, Florida. Less the following described Parcel of Land: A portion of the Northwest 1/4, of the Northwest 1/4 of Section 14, Township 55 South, Range 39 East, being more particularly described as follows: Begin at the point of intersection of the West line of the Northwest 1/4 of said Section 14, with the South line of the North 35.00 feet of the Northwest 1/4 of said Section 14; thence run N87°35'43"E, along the South line of the North 35.00 feet of the Northwest 1/4 of said Section 14, for a distance of 65.02 feet to the point of intersection with the East line of the West 65.00 feet of the Northwest 1/4 of said Section 14; thence run S03°53'20"E, along the East line of the West 65.00 feet of the

Northwest 1/4 of said Section 14, for a distance of 5.00 feet to the point of intersection with the South line of the North 40.00 feet of the Northwest 1/4 of said Section 14; thence run S87°35'43"W, along the South line of the North 40.00 feet of the Northwest 1/4 of said Section 14, for a distance of 6.09 feet to a point of curvature of a circular curve to the left; thence run Southwesterly to Southerly, along the arc of said circular curve to the left, having a radius of 40.00 feet, through a central angle of 89°59'22" for an arc distance of 62.82 feet; thence run S02°23'38"E, along a line tangent to the previous described curve, for a distance of 170.64 feet to a point of curvature of a circular curve to the right; thence run Southerly, along the arc of said circular curve to the right, having a radius of 5,784.58 feet, through a central angle of 01°08'05" for an arc distance of 114.56 feet; thence run S01°15'33"E, along a line tangent to the previous described curve, for a distance of 203.38 feet to the point of intersection with the West line of the Northwest 1/4 of said Section 14; thence run N03°53'20"W, along the West line of the Northwest 1/4 of said Section 14, for a distance of 533.70 feet to the point of beginning. And less the West 30.00 feet of the South 35.00 feet of the Northwest 1/4, of the Northwest 1/4 of said Section 14. And less the following described Parcel of Land: A portion of the Northwest 1/4, of Northwest 1/4 of Section 14, Township 55 South, Range 39 East, being more particularly described as follows: Begin at the Southeast Corner of the Northwest 1/4, of the Northwest 1/4 of said Section 14; thence S87°33'34"W, along the South Line of the Northwest 1/4, of the Northwest 1/4 of said Section 14, for a distance of 658.67 feet; thence N03°43'44"W for a distance of 1413.04 feet; thence N87°35'43"E, along a line parallel with and 35.00 feet South of the North Line of the Northwest 1/4 of said Section 14, for a distance of 662.62 feet; thence S03°34'08"E, along the East Line of the Northwest 1/4, of the Northwest 1/4 of said Section 14, for a distance of 1412.54 feet to the point of beginning. AND: PARCEL "B": A portion of the Northwest 1/4, of Northwest 1/4 of Section 14, Township 55 South, Range 39 East, being more particularly described as follows: Begin at the Southeast Corner of the Northwest 1/4, of the Northwest 1/4 of said Section 14; thence S87°33'34"W, along the South Line of the Northwest 1/4, of the Northwest 1/4 of said Section 14, for a distance of 658.67 feet; thence N03°43'44"W for a distance of 1413.04 feet; thence N87°35'43"E, along a line parallel with and 35.00 feet South of the North Line of the Northwest 1/4 of said Section 14, for a distance of 662.62 feet; thence S03°34'08"E, along the East Line of the Northwest 1/4, of the Northwest 1/4 of said Section 14, for a distance of 1412.54 feet to the point of beginning.

LOCATION: The southeast corner of S.W. 120 Street & S.W. 137 Avenue, Miami-Dade County, Florida, and

WHEREAS, a public hearing of the Miami-Dade County Community Zoning Appeals Board 11 was advertised and held, as required by law, and all interested parties concerned in the matter were given an opportunity to be heard, and at which time the applicant proffered a Declaration of Restrictions which among other things provided:

Development Limits.

(1) That said Property shall be developed substantially in accordance with the site and landscape plans previously submitted, entitled "London Square,"

prepared by Architectural Alliance, consisting of twenty (20) sheets, and dated March 23, 2006, and the elevation and floor plans previously submitted entitled "London Square" prepared by Lawrence S. Levinson, consisting of five (5) sheets, and dated March 24, 2006 (the "Development Plans"), said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.

(2) The detached signage serving the Property shall be exclusively of the monument type and shall be designed in a manner compatible to the architecture of the buildings on the Property. The locations of detached signs shall be limited to the main entrances to the Property along the S.W. 120 Street and S.W. 137 Avenue and the northwest corner of the Property along the intersection of S.W. 120 Street and S.W. 137 Avenue.

Off-Site Roadway Improvements. The Owner agrees to undertake the following off-site roadway improvements in order to improve traffic circulation in the area surrounding the Property and improve safety for vehicles and pedestrians. All such improvements shall be subject to the approval of the Miami-Dade County Department of Public Works and, where applicable, the Florida Department of Transportation ("FDOT"). The Owner shall seek credits for the improvements as contributions in lieu of the roadway impact fees that will be incurred in the development of the Property. The Owner shall complete the improvements regardless of whether credit is available for the improvements as contributions in lieu of roadway impact fees. Moreover, the cost of the improvements shall not be limited by the amount of any such credit. The Owner shall be obligated to pursue the completion of each improvement diligently and in good faith.

(1) **Traffic Signal at S.W. 120 Street and S.W. 135 Court.** Prior to obtaining a building permit for a commercial structure on the Property, the Owner shall complete a traffic signal warrant study for the intersection of S.W. 120 Street and S.W. 135 Court. If the warrant study supports the installation of a traffic signal and such installation is approved by the Miami-Dade County Department of Public Works, the Owner shall cause the signal to be installed prior to the issuance of the first certificate of use for a commercial structure on the Property.

(2) **Traffic Signal at S.W. 124 Street and S.W. 137 Avenue.** Prior to obtaining a building permit for a commercial structure on the Property, the Owner shall complete a traffic signal warrant study for the intersection of S.W. 124 Street and S.W. 135 Avenue and file a request for the installation of a traffic signal with FDOT. If the request is approved by FDOT, the Owner shall cause the signal to be installed prior to the issuance of the first certificate of use for a commercial structure on the Property.

(3) **Widening of S.W. 120 Street.** The Owner shall undertake the widening of the eastbound side of S.W. 120 Street along the length of the "Heritage School" parcel adjacent to the Property on the east (Folio No. 30-5914-000-0040) to add one additional travel lane. The Owner's completion of this improvement shall be contingent on the dedication of the required right-of-

way to Miami-Dade County for roadway purposes within six (6) months of the date of the approval of the Application. The Owner shall work in good faith to encourage the owner of the Heritage School property to dedicate the additional right-of-way. If the required right-of-way is dedicated, the Owner shall complete the roadway improvement prior to the issuance of the first certificate of use for a commercial structure on the Property.

(4) **Improvements to S.W. 124 Street.** Subject to approval by the Miami-Dade Department of Public Works, the Owner shall design and cause to be constructed capacity improvements to S.W. 124 Street from S.W. 127 Avenue to S.W. 137 Avenue. Said improvements shall include the addition of two travel lanes and a center turn lane to the existing right of way, for a total of four travel lanes and a dedicated turn lane. The Owner shall commence construction of the roadway improvements prior to the issuance of the first building permit for a commercial structure on the Property. The improvements shall be completed and open to vehicle traffic prior to the issuance of the first certificate of use for a commercial structure on the Property. The Owner's completion of these improvements shall be contingent on the County making available thirty-five (35) feet of additional right of way along the eastern half of the northern boundary of the Tamiami Pineland Park site. In the event that the County is unable to make the additional right of way available prior to the commencement of the roadway construction, the Owner shall only be obligated to improve S.W. 124 Street within the then existing right of way. If the County thereafter makes the additional right of way available at any point prior to the issuance of the last certificate of use for a commercial structure on the Property, the Owner shall proceed to complete the full capacity improvements.

Compliance with DIC Report. The Owner shall comply with all of the applicable conditions, requirements, recommendations, requests and other provisions of the various Miami-Dade County Departments as contained in the Departmental memoranda which are part of the record of this application and incorporated herein by reference. This requirement shall not preclude the development of the Property in substantial compliance with the Development Plans.

Prescribed Burning Notice. Prior to the approval of a final plat for the Property, the Owner, at its sole expense, shall record an instrument in the public records of Miami-Dade County, which shall run with the title to the Property and be binding on the Owner's successors and assigns, and shall state the following:

THE NATURAL FOREST COMMUNITY LOCATED NEAR THE SOUTHEAST CORNER OF THE PROPERTY CONTAINS PINE ROCKLANDS, WHICH ARE FIRE MAINTAINED ECOSYSTEMS. THE USE OF PERIODIC PRESCRIBED BURNING IS A MANAGEMENT TECHNIQUE THAT REDUCES WILDFIRE THREAT AND IS BENEFICIAL TO WILDLIFE AND THE RARE PLANT SPECIES HARBORED BY THIS PLANT COMMUNITY. SUCH BURNING IS GENERALLY PERFORMED ONCE EVERY THREE TO FIVE YEARS. THE PROPERTY LIES WITHIN THE POTENTIAL SMOKE DISPERSION CORRIDOR OF THE PROTECTED NATURAL FOREST COMMUNITY. CONSEQUENTLY, THE PROPERTY MAY BE AFFECTED BY THE

PERIODIC SMOKE EVENTS FROM THE PRESCRIBED BURNS OR UNEXPECTED WILDFIRES.

Compliance with Airport Zoning. The Property is located in the Outer Safety Zone (OSZ) and No School Zone (NSZ) of the Kendall Tamiami Executive Airport Zoning District. Accordingly, the Owner agrees that no educational facilities may be developed on the Property. Further, no places of public assembly as defined by Chapter 33 of the Miami-Dade County Code may be developed on the portion of the Property within the OSZ district.

WHEREAS, this Board has been advised that the subject application has been reviewed for compliance with concurrency requirements for levels of services and, at this stage of the request, the same was found to comply with the requirements, and

WHEREAS, upon due and proper consideration having been given to the matter and to the recommendation of the Developmental Impact Committee, it is the opinion of this Board that the requested district boundary changes to BU-1A on Parcel "A" (Item #1) and IU-1 on Parcel "B" (Item #3), unusual use (Item #5) and special exceptions (Items #6 & 7) would be compatible with the neighborhood and area concerned and would not be in conflict with the principle and intent of the plan for the development of Miami-Dade County, Florida, and should be approved, and that the requests to permit 1,048 parking spaces on Parcel "A" (Item #2), and to permit 997 parking spaces on Parcel "B" (Item #4) would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance, and that the requested unusual use (Item #5) and special exceptions (Items #6 & 7) would not have an adverse impact upon the public interest and should be approved, and that the proffered Declaration of Restrictions should be accepted, and

WHEREAS, a motion to accept the proffered Declaration of Restrictions, and to approve Items #1 - 7, was offered by Thomas J. Schramm, seconded by Domingo Castillo, and upon a poll of the members present the vote was as follows:

Roy Bustillo	absent	Frank Irizarry	aye
Domingo Castillo	aye	Thomas J. Schramm	aye
Miguel Cervera	aye		

Patrick M. Fiore aye

NOW THEREFORE BE IT RESOLVED, by the Miami-Dade County Community Zoning Appeals Board 11, that the requested district boundary changes to BU-1A on Parcel "A" (Item #1), and IU-1on Parcel "B" (Item #3) be and the same are hereby approved and said property is hereby zoned accordingly.

BE IT FURTHER RESOLVED, that the requested unusual use (Item #5), special exceptions (Items #6 & 7), and the requests to permit 1,048 parking spaces on Parcel "A" (Item #2), and to permit 997 parking spaces on Parcel "B" (Item #4) be and the same are hereby approved, subject to the following conditions:

1. That a site plan 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 "London Square", as prepared by Architectural Alliance, consisting of 20 pages dated 3-23-06 and plans entitled "London Square Development Plan" as prepared by Lawrence Levinson, AIA, consisting of 5 sheets, dated March 24, 2006.

3. That the use be established and maintained in accordance with the approved plan.

4. That the applicant 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. That the applicant comply with all of the applicable conditions, requirements, recommendations, requests and other provisions of the various Departments as contained in the Departmental memoranda which are part of the record of this application and incorporated herein by reference except for the comments from the Florida Department of Transportation (FDOT)

6. That the outdoor seating area be arranged in a manner so as not to obstruct pedestrian and wheelchair access to the entrance of the premises.

7. That no building flagpoles and ornaments or any other architectural element exceed a maximum of 70' Above Mean Sea Level (AMSL).

8. That the applicant file form 7460-1 with the Federal Aviation Administration (FAA) for any structure including construction cranes to receive a "Determination of No Hazard" prior to obtaining a final building permit.

9. That the lounge/bar uses be operated solely as accessory uses to the restaurants, and if the restaurant uses are terminated, the bar uses must automatically terminate.

10. That the operating hours for the bar/lounges not extend beyond those for the restaurant.

11. That the applicant obtain a Certificate of Use from the Department of Planning and Zoning, upon compliance with all terms and conditions, the same subject to cancellation upon violation of any of the conditions.

12. No outdoor speakers facing north in any of the restaurants located on the S.W. 120 Street frontage.

13. The applicant shall provide 1,048 parking spaces on Parcel "A". The applicant shall reduce gross restaurant space on Parcel "A" by 14,300 sq. ft. and increase retail space by 14,300 sq. ft., or otherwise adjust the mix of retail and/or restaurant uses on Parcel "A" in a manner that results in either a parking surplus, or parking deficit of no more that 9 parking spaces from the number of spaces required by the Code.

BE IT FURTHER RESOLVED that, pursuant to Section 33-6 of the Code of Miami-Dade County, Florida, the County hereby accepts the proffered covenant and does exercise its option to enforce the proffered restrictions wherein the same are more restrictive than applicable zoning regulations.

BE IT FURTHER RESOLVED, notice is hereby given to the applicant that the approval herein constitutes an initial development order and does not constitute a final development order and that one, or more, concurrency determinations will subsequently be required before development will be permitted.

The Director is hereby authorized to make the necessary notations upon the maps and records of the Miami-Dade County Department of Planning and Zoning and to issue all permits in accordance with the terms and conditions of this resolution.

PASSED AND ADOPTED this 1st day of June, 2006.

Hearing No. 06-6-CZ11-4
ls

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Luis Salvat, as Deputy Clerk for the Miami-Dade County Department of Planning and Zoning as designated by the Director of the Miami-Dade County Department of Planning and Zoning and Ex-Officio Secretary of the Miami-Dade County Community Zoning Appeals Board 11, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. CZAB11-25-06 adopted by said Community Zoning Appeals Board at its meeting held on the 1st day of June 2006.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 12th day of June, 2006.

Luis Salvat, Deputy Clerk (2678)
Miami-Dade County Department of Planning and Zoning

SEAL

ATTACHMENT 3

OFF REC 12850 PG 1952

PREPARED BY
& RETURN TO:
VICTOR L. STOSIK, ESQ.
7751 S. W. 62nd Avenue
South Miami, Florida 33143

COVENANT RUNNING WITH THE LAND OF LINDGREN TRUST C/O VICTOR L. STOSIK, ESQ. IN FAVOR OF THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, CONCERNING THE PROTECTION AND MANAGEMENT OF PINELAND HABITAT AND TREE RESOURCES LOCATED AT S.W. 137 AVENUE AND S.W. 124TH STREET, DADE COUNTY, FLORIDA

1985 APR 10 AM 11:22

86R113707

The undersigned owners, Martin F. Greenberg, Michael D. Bodne and Dolores Lurie, as trustees under unrecorded trust agreements dated October 4, 1972 and November 10, 1972 respectively, c/o Victor L. Stosik, Esq., being owners of a parcel of real property legally described as set forth in Exhibit A which is attached hereto and by this reference made a part hereof, and located at Southwest 137th Avenue and Southwest 124th Street, in Section 14, Township 55 South, Range 39 East, of Dade County, Florida, and furthermore identified for ad valorem tax purposed by all or part of Folio Number 30-5914-00-0210 (hereinafter referred to as the "Property") hereby creates a covenant, on behalf of the undersigned owners, heirs, successors, assigns and grantees, running with the land to and in favor of the Board of County Commissioners of Dade County, Florida (hereinafter referred to as the "Board"), their successors and assigns, with respect to the Property, as follows:

1. The undersigned owners covenant with the Board that all conditions and stipulations contained within the Dade County Tree Removal Permit attached hereto as Exhibit B and incorporated herein by reference, shall be adhered to.

2. The undersigned owners covenant with the Board that the Tree Preservation Area of the property located within the fifteen (15') foot easement (i.e., the outside fifteen (15') feet on each side of the seventy (70')foot right-of-way or the fifteen (15') feet between the edge of the pavement, including the curb and gutter, and the edge of the right-of-way) and the twenty-five (25') foot setback adjacent to the south side of Southwest 124th Street, and the fifteen (15') foot easement, as described above, and the

twenty-five (25') foot setback adjacent to the east and west sides of Southwest 136th Avenue and Southwest 134th Court, and adjacent to the north and south sides of Southwest 126th Street, as shown on the Tentative Plat entitled "Concorde Corporate Center West" (prepared by Jack Mueller & Associates, Inc., dated January 31, 1984), being Tentative Plat No. T-14295-3 Cor. and attached hereto as Exhibit C and incorporated herein by reference, shall be preserved in a natural condition and shall be managed according to the following management plan:

a. The undersigned owners shall have the right to remove, at any time as needed, all exotic herbaceous and exotic woody vegetation.

b. The undersigned owners shall have the right to selectively clear and trim to simulate the natural clearing effect of fire. The undersigned owners shall have the right, at no more than six month intervals, to remove dead palm fronds, dead tree branches, clumps of herbaceous and woody plants, thick mats of pine needles and other humus that could be considered a fire hazard. Such removal may include the removal of native hardwood tree species that, if allowed to remain and multiply, would eventually replace the pine habitat. The undersigned owners shall contact the Dade County Department of Environmental Resources Management (hereinafter referred to as "DERM") prior to such selective clearing and trimming in order for DERM to identify those native species that may be removed and those species that must be protected. DERM shall meet within ten (10) days after notification by the undersigned owners to provide such assistance and has the right to supervise the clearing and trimming operation.

c. The undersigned owners shall plant additional pine seedlings in the Tree Preservation Area as needed to replace pines lost to natural attrition, or as a result of road costruction, or clearing required for utility placement, installation and/or maintenance, and the construction and future maintenance of buildings and parking areas adjacent to the Tree Preservation Area.

d. The undersigned owners shall have the right to plant Argentine bahia sod within the Tree Preservation Area along the edges of driveways in the areas cleared during construction, and maintained without the use of irrigation systems or fertilizers. In no instance shall said Argentine bahia sod be planted more than three (3) feet from the edge of driveway pavement.

e. The undersigned owners shall have the right to remove, at any time, fallen dead or dying trees or limbs, or plants weakened by natural conditions or accidents.

f. The undersigned owners shall have the right to construct through the Tree Preservation Area, a thirty foot (30') wide ingress-egress driveway on each platted lot in accordance with the requirements of Dade County Public Works Department for access widths, and traffic site distance. Said permitted ingress-egress driveway shall be constructed in accordance with the sketch attached hereto as Exhibit D. If the undersigned owners desire to construct an additional ingress-egress driveway on a platted lot, then said owners may do so as long as said owners replace (substitute) the Tree Preservation Area used for said driveway with another tree preservation area located on the subject lot or another lot in the "Concorde Corporate Centre West" project, the location and dimensions of the

substituted tree preservation area shall be at the sole discretion of the owners and the area of the substituted Tree Preservation Area will be equal to the area of Tree Preservation Area lost to, or being used by, the additional driveway. If the initial permitted driveway is less than thirty (30') feet wide, then the owner shall receive a credit for the difference between the permitted area (i.e., 1,200 square feet or an area 30 feet in width and 40 feet in length) and the area actually used (i.e., driveway width times 40 feet) against the area of the additional driveway area. By way of example, if the owners construct or install a thirty (30') foot driveway and desire to construct a second driveway with a width of thirty (30') feet on the same lot, then the owners must dedicate an additional tree preservation area of 1,200 square feet. If the owners construct or install a twenty four (24') foot driveway and desire to construct a second driveway with a width of thirty (30') feet on the same lot, then the owners must dedicate an additional tree preservation area of 960 square feet (1,200 square feet less the unused credit for the initial driveway of 240 square feet).

g. All underground utilities shall be placed under ingress-egress driveways unless such utility placement is not technically feasible. Where clearing of an easement through the Tree Preservation Area is required, the owners shall re-plant the area with pine seedlings and allow the palmetto and understory to re-vegetate the area. All locations of utility easements within the Tree Preservation Area shall be subject to the approval of DERM.

3. The undersigned owners covenant and represent that the undersigned owners, as trustees and not individually, are the owners in fee of the Property and that no other person

or other legal entity of any kind whatsoever has any fee interest in the Property.

4. The undersigned owners covenant and agree that DERM shall have the right, upon notification to the owners of the Property, to inspect the property at reasonable times to determine whether the Property is being used and maintained in the manner promised by the undersigned owners in the covenant. Should DERM determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this Covenant, DERM shall notify the owners in writing by certified mail, return receipt requested, of the particular curative action to be taken by the owners of the Property and the reasons therefor. The owners shall take such curative action within a reasonable time, provided however, the owners shall have the right to appeal such proposed curative action to the Dade County Environmental Quality Control Board by filing a written objection within fifteen (15) days after receipt of written notification of said proposed curative action and the reasons therefor.

5. After this Covenant is accepted by the Board, the Covenant, together with a certified copy of the Board's resolution accepting the Covenant, shall be promptly filed with the Clerk of the Circuit Court for recording in the official records of Dade County, Florida.

6. The undersigned owners covenant and agree that no trees or understory shall be trimmed or removed from within the Tree Preservation Area referenced in Stipulation No. 2 except as permitted in Paragraph 2 hereof. Any trimming or removal shall be done only as provided in Dade County Tree Removal Ordinance.

7. The undersigned owners covenant and agree that all successors, heirs, assigns and grantees of the undersigned owners with respect to the Property shall be notified in writing by certified mail, return receipt requested, of the tree protection and preservation stipulations contained herein and DERM shall receive copies of all such written notifications. The failure of the undersigned owners to provide such written notice to all successors, heirs, assigns, and grantees shall not, however, effect the validity or enforceability of this covenant as to any such successors, heirs, assigns, and grantees.

8. This Covenant shall never be subject to cancellation, revision, alteration or amendment without the consent of the Board.

9. The undersigned owners shall notify DERM within one (1) month of any conveyance, sale, granting or transfer of the Property or portion thereof, to any heirs, successors, assigns and grantees.

IN WITNESS WHEREOF, the undersigned trustees, being the owners of the Property, agree to the terms of this Covenant, hereby create same as a covenant running with the land, and set their hands and seals unto this Covenant this 28 day of FEBRUARY, 1985.

WITNESSES:

Victor S. Stark
As to Greenberg

PROPERTY OWNERS:

Martin F. Greenberg, Trustee
under unrecorded trust agreements
dated October 4, 1972 and
November 10, 1972

Michael D. Bodne, Trustee
under unrecorded trust agreements
dated October 4, 1972 and
November 10, 1972

As to Bodne

Dolores Lurie, Trustee
under unrecorded trust agreements
dated October 4, 1972 and
November 10, 1972

As to Lurie

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

I hereby certify that on this day personally appeared before me, MARTIN F. GREENBERG, Trustee under unrecorded trust agreements dated October 4, 1972 and November 10, 1972, who executed the foregoing instrument and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid this 28 day of FEBRUARY 1985.

Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 3, 1986
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

I hereby certify that on this day personally appeared MICHAEL D. BODNE, trustee under unrecorded trust agreements dated October 4, 1972 and November 10, 1972, who executed the foregoing instrument and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid this 28 day of FEBRUARY 1985.

Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 3, 1986
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

I hereby certify that on this day personally appeared DOLORES LURIE, trustee under unrecorded trust agreements dated October 4, 1972 and November 10, 1972, who executed the foregoing instrument and acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid this 28 day of FEBRUARY 1985.

Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 3, 1986
BONDED THRU GENERAL INS. UND.

EXHIBIT A: ATTACHMENT TO RESTRICTIVE COVENANT FOR PINELAND HABITAT PROTECTION ON PROPERTY LOCATED AT S.W. 137TH AVENUE AND 124TH STREET (FOLIO NO. 30-5914-00-0210)

The SW¼ of the NW¼ less the South 367.47' and the North 35' of Section 14, Township 55 South, Range 39 East, Dade County, Florida 31.5 acres.

EXHIBIT "B": ATTACHMENT TO RESTRICTIVE COVENANT FOR PINELAND HABITAT PROTECTION ON PROPERTY LOCATED AT S.W. 137TH AVENUE AND 124TH STREET (FOLIO NO. 30-5914-00-0210)

PERMIT CONDITION FOR TREE REMOVAL

In

X **Pinelands**

X 1. Prior to the start of construction, protective barriers shall be erected around each pine tree, cluster of pine trees or areas designated as pineland preservation. As a minimum standard these barriers shall be placed outside the dripline or no less than 8 (eight) feet from the base (whichever is of greater distance) of designated trees. Barriers shall remain intact and in place throughout site development. No attachments or wires other than those of a protective or nondamaging nature shall be attached to any trees during construction.

X 1a. No work may commence until DERM has verified that all barriers are in place and DERM authorization has been given for the commencement of construction.

X 2. During construction no soil, vehicles or heavy equipment (such as bulldozers or backhoes), fill, building materials, construction debris, dead vegetation or any materials other than protected vegetation shall be placed, stored or deposited within the areas of protective barriers.

X 3. There shall be no disruption of soil, rock formation, shrubs or ground cover within the protective barriers.

X 4. There shall be no damage to the bark or root system of any protected pine tree.

X 5. There shall be no placement of sod and no sprinkler systems placed within the protected areas during or after completion of construction.

X 6. No landscape materials shall be planted within protected areas unless said materials are approved as part of a DERM approved landscape plan.

X 7. DERM shall be notified 48 days/hours prior to commencement of any clearing at the site.

___ **Hammocks**

___ 8. For those trees permitted for relocation, there will be a minimum of _____ weeks of root pruning. Root pruned trees shall not be hat racked. Transplanting shall follow the guidelines in the Division of Forestry, Forest and Shade Tree Leaflet #86 (attached). Any tree that dies due to relocation shall be replaced with a like tree of equal canopy cover.

___ 9. For those trees designated for preservation a protective barrier shall be erected outside the dripline of said trees. No work may commence until DERM has verified that all barriers are in place and DERM authorization has been given for the commencement of construction.

___ 10. During construction no soil, vehicles or heavy equipment, fill, building materials, construction debris, dead vegetation or any other materials shall be placed, stored or deposited within the areas of protective barriers.

___ 11. When placement of on-site fill is necessary, trees designated for preservation shall have tree wells which shall provide adequate root aeration to insure long-term survival of said trees. No fill shall be placed within the area of the tree well.

___ **Miscellaneous**

___ 12. A landscape plan shall be submitted to DERM for approval _____ weeks after validation of permit issuance. The landscape plan shall include a minimum of _____.

___ 13. DERM shall be notified when designated trees are relocated, planted or a landscape plan is implemented regardless of time elapsed since permit issuance.

___ 14. The permittee shall sign a restrictive covenant with Metropolitan Dade County within two weeks of permit issuance. Said covenant shall stipulate that _____.

___ 15. DERM shall be notified _____ days/hours prior to the commencement of any clearing at the site.

Trustee

Signature of Applicant

Martin F. Greenberg, trustee for Lindgren Land Trust

191.01-44

OFF REC 12850 PG 1961

EXHIBIT "C": ATTACHMENT TO RESTRICTIVE COVENANT FOR PINELAND HABITAT PROTECTION ON PROPERTY LOCATED AT S.W. 137TH AVENUE AND 124TH STREET (FOLIO NO. 30-5914-00-0210)

TENTATIVE PLAT NO. 14295 -3-01

Sec. 16 Twp. 55 Rge. 39

Municipality: UC

Zoned: IUC

APPROVED _____
DATE DADE CO. BUILDING & ZONING DEPT.

APPROVED _____
DATE DADE CO. PUBLIC WORKS DEPT.

Items Required	Yes	No
St. Grading Plan		
Drainage Plan		

1. The tentative plat approval not good after expiration of 120 days from last date indicated above. Tentative approval does not necessarily guarantee final plat approval.
2. No road, sidewalks or drainage facilities to be constructed or installed without prior knowledge, approval and complete progressive inspection by the Public Works Dept. Construction or installation of these facilities does not guarantee acceptance by the County unless final plat is approved and recorded.
3. Final approval and recording subject to Pollution Control and Health Dept. approval on sewage disposal facilities and water supply.
4. Site to be filled to County Flood Criteria.
Elevation _____ N.G.V.D. or to an elevation no less than the approved crown elevation of the road fronting the property.
5. Property Owner must provide the needed road within the right of way.
6. For removal of any tree a Permit is required.

+ Covenant prior to final

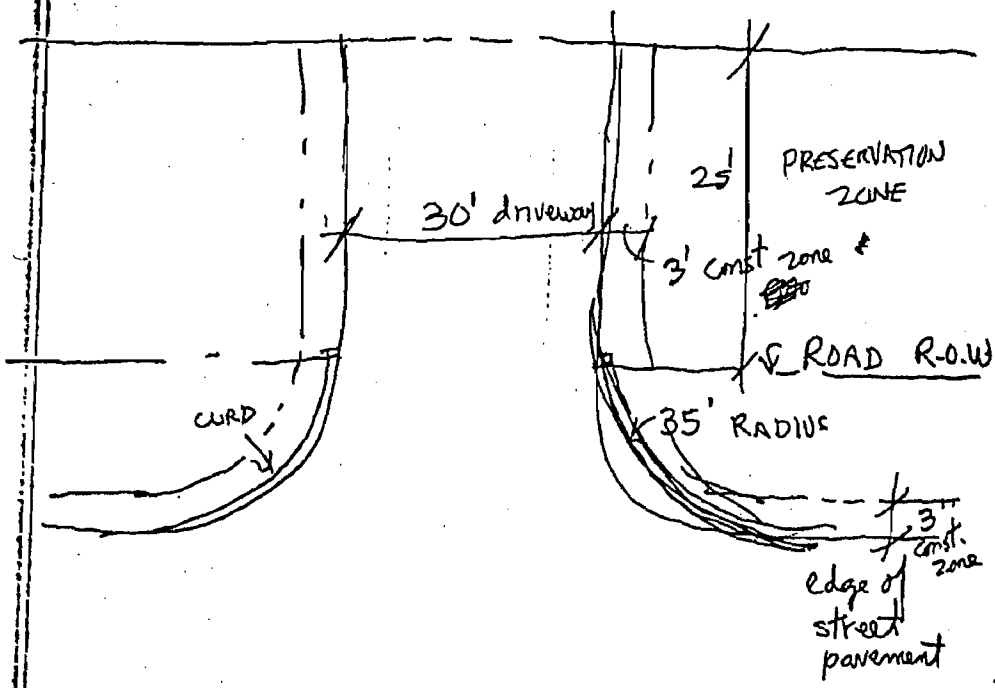
Concord and Park

Tamiami

1100X 1300

45

EXHIBIT "D": ATTACHMENT TO RESTRICTIVE COVENANT FOR PINELAND HABITAT PROTECTION ON PROPERTY LOCATED AT S.W. 137TH AVENUE AND 124TH STREET (FOLIO NO. 30-5914-00-0210)



JOINDER BY MORTGAGEE

The undersigned corporation, SOUTHEAST MORTGAGE COMPANY, a Florida corporation, as mortgagee under that certain mortgage from Martin F. Greenberg, Dolores Lurie, and Michael D. Bodne, as trustees under trust agreement dated October 4, 1972 and trust agreement dated November 10, 1972, to Southeast Mortgage Company, dated the 27th day of June, 1984, and recorded the 28th day of June, 1984, under Clerk's File No. 84R-198391, in Official Records Book 12191, at Page 746, as secured party under that certain UCC-1 Financing Statement from said trustees, as debtor, recorded June 28, 1984, under Clerk's File No. 84R-198392, in Official Records Book 12191, at Page 752, both in the Public Records of Dade County, Florida, in the original principal amount of $1,450,000.00 covering all/or a portion of the property described in the foregoing Covenant Running with the Land of Lindgren Trust c/o Victor L. Stosik, Esq. in favor of The Board of County Commissioners of Dade County, Florida, Concerning the Protection and Management of Pineland Habitat and Tree Resources Located at S.W. 137th Avenue and S.W. 124th Street, Dade County, Florida, executed by said trustees in favor of Metropolitan Dade County, does hereby acknowledge that the terms and conditions of said Covenant are and shall be binding upon the undersigned and its successors in title, but only so long as the undersigned holds a mortgage on the property or holds title thereto and in the event of satisfaction of said mortgage or if title is acquired and thereafter conveyed, the obligations of the undersigned in connection with said Covenant shall terminate.

IN WITNESS WHEREOF, these presents have been executed this 7th day of March, 1985.

SOUTHEAST MORTGAGE COMPANY

By: R.P. O'Connor
Sr. Vice-President

Attest: Robert A. Vale
Asst. Secretary

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, this day appeared R. P. O'Connor and Robert A. Vale both being to me well known and known by me to be the Sr. ~~xxx~~ Vice-President and ~~Assistant~~ Secretary, respectively, of Southeast Mortgage Company, a corporation organized and existing under the laws of the State of Florida, and which said Corporation is known by me to be the Corporation described in the foregoing instrument, the said officers of the said Corporation being likewise known by me to be the officers thereof who, in their official capacities as such Vice-President and Assistant Secretary of said Corporation, executed, signed and delivered the said Joinder By Mortgagee as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said instrument, acting in their said official capacities, for and as to the act and deed of said Corporation and in its name, and impressed thereon its Corporate Seal, for the uses and purposes therein mentioned, and after being duly authorized and directed.

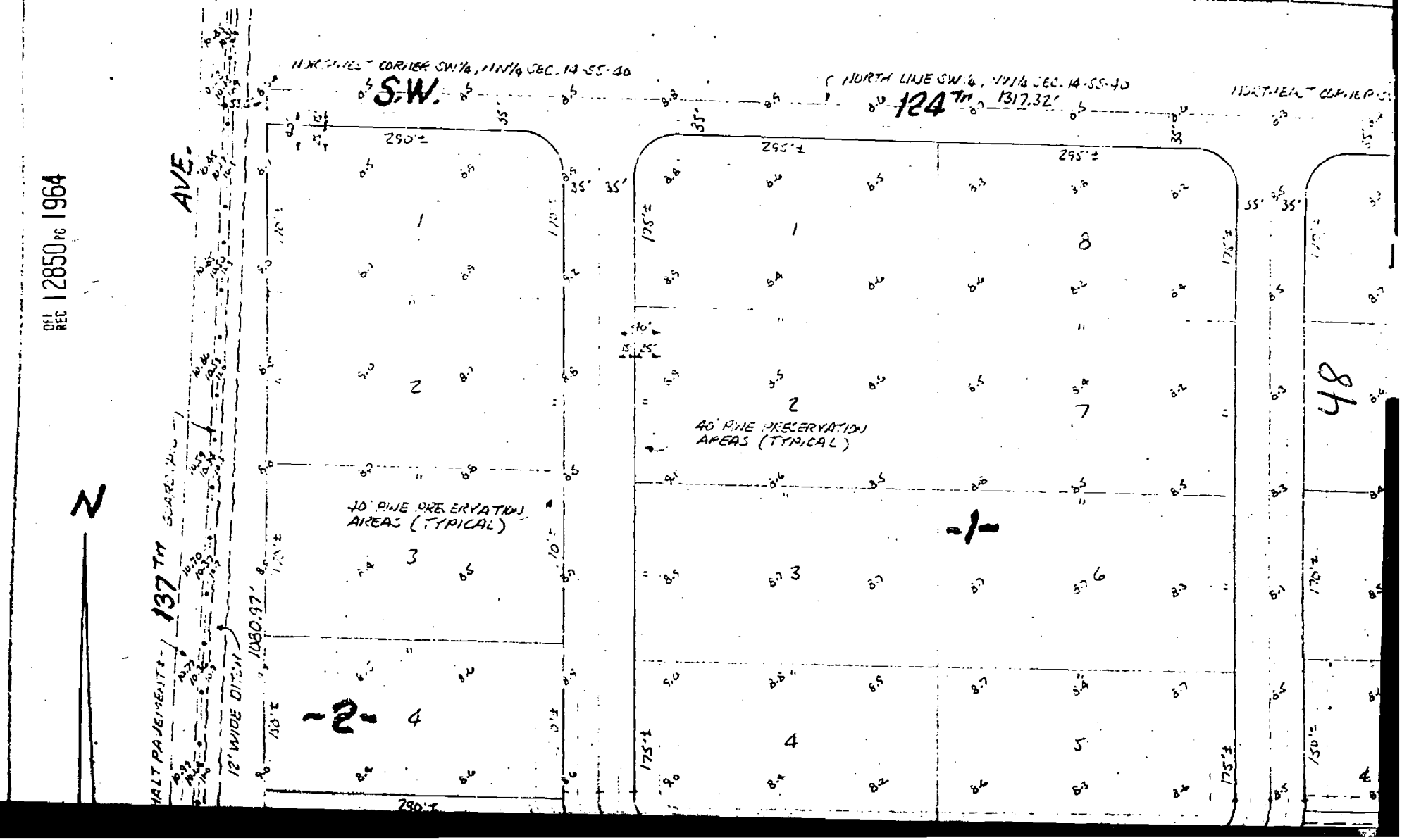
WITNESS my hand and official Seal at Miami, Dade County, Florida, on this, the 7th day of March, A.D., 1985.

Jere D. Beaches
Notary Public

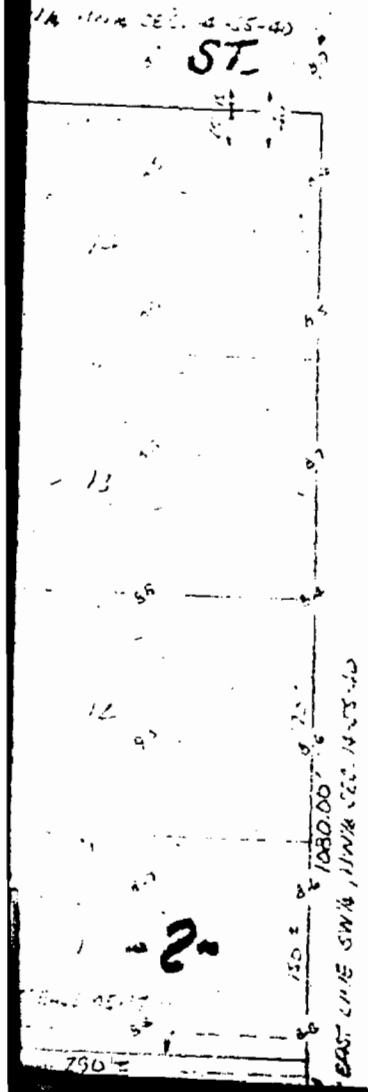
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires August 30, 1986
Bonded thru St Paul Fire & Marine Ins Co

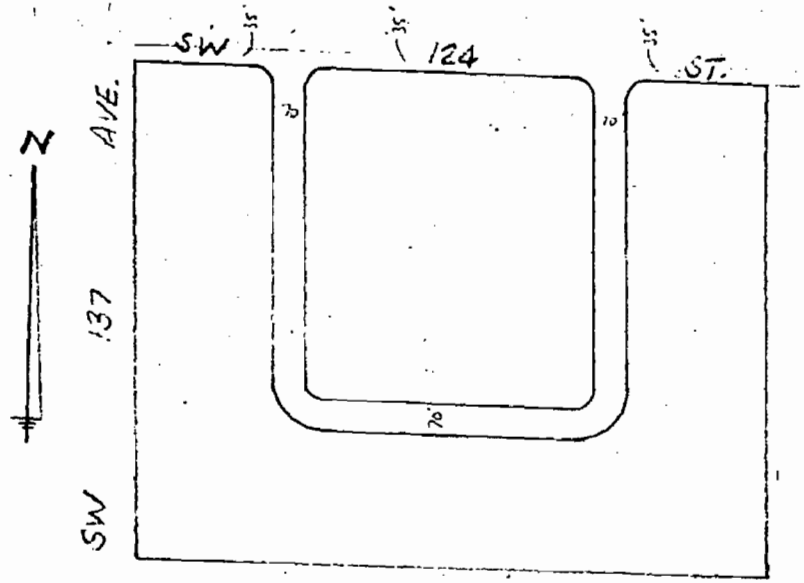
47

OFFICIAL RECORD 12850 PG 1964



OFF REC 12850 PG 1965





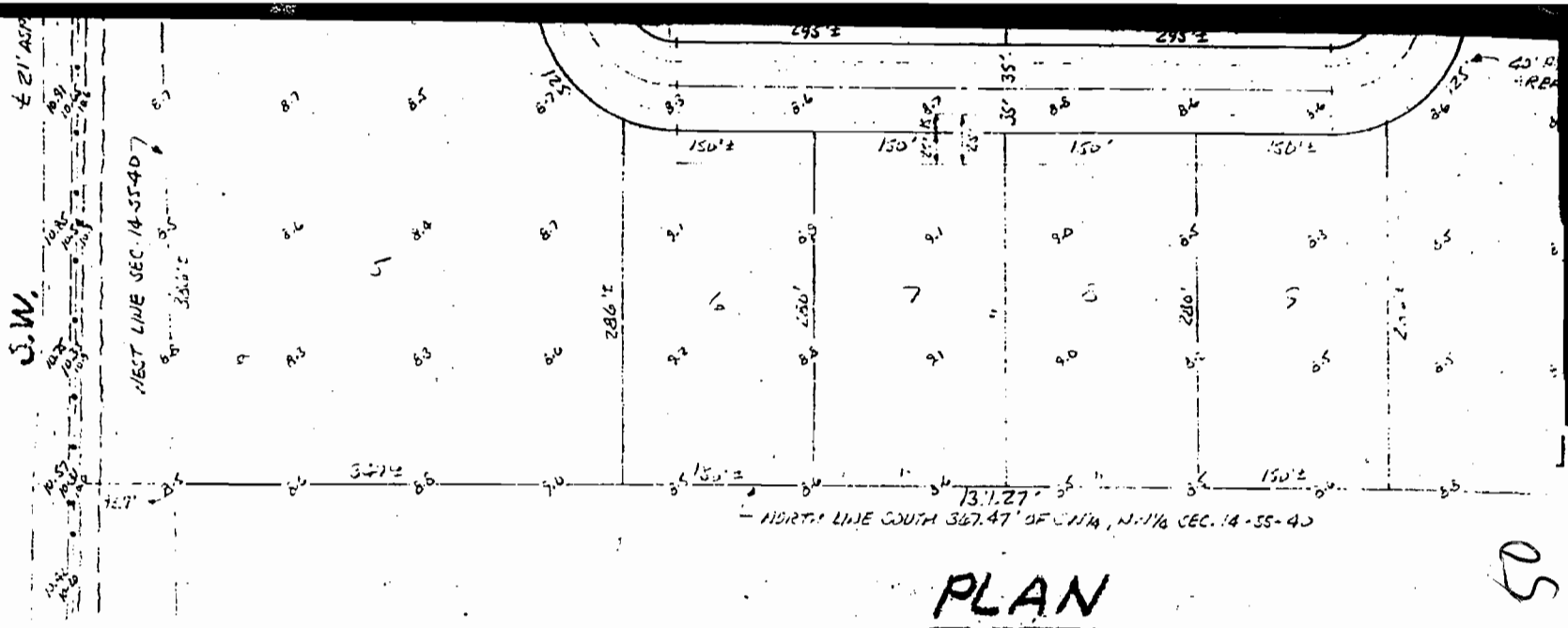
ROAD LAYOUT MAP

SCALE: 1" = 300'

49

WE HEREBY CERTIFY: THAT THE ATTACHED "TENTATIVE PLAT" IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF AS RECENTLY PREPARED UNDER OUR DIRECTION.

OFF REC 12850 PG 1966



PLAN

SCALE=1"=100'

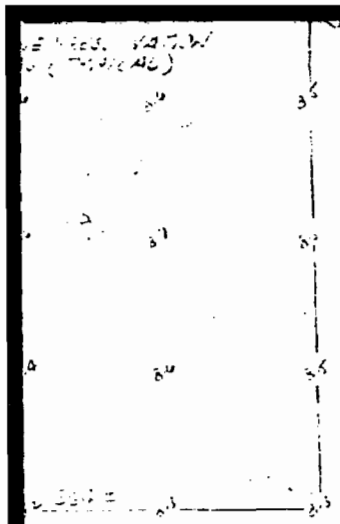
1. ELEVATIONS SHO
2. PROPERTY ZONE
3. PROPERTY AREA
4. NUMBER OF TRA
5. WATER & SEWER
6. PINELAND FOREST IN A NATURAL NOT BE DISTURB
7. INGRESS/EGRESS SUBDIVISION CO PRESERVATION

Exhibit c

TENTATIVE PLAT Nº T-14295

OFF REC 12850 PG 1967

EXHIBIT C



RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA. RECORD VERIFIED
RICHARD P. BRINKER, CLERK CIRCUIT COURT

NOTES:—

...N REFER TO THE 'NATIONAL GEODETIC VERTICAL DATUM OF 1929'.

...: IU-C

...= 31.5 ACRES, MORE OR LESS.

...TS = 22

SERVICE BY "MIAMI DADE WATER & SEWER AUTHORITY"

WITHIN THE 40' PINE PRESERVATION AREAS SHALL BE PRESERVED ...ONDITION. EXISTING CANOPY AND UNDERSTORY VEGETATION SHALL ...ED.

DRIVEWAYS AS ARE PERMITTED BY THE IU-C ZONING AND ...CES & DADE COUNTY MAY BE CLEARED THROUGH THE 40' PINE AREAS.

4 REVISED TO ADD 25' EASEMENT BETWEEN LOTS 10 & 11, BLOCK 2. 4-2-85, R.O.T.

3 REVISED SPELLING OF NAME. APRIL 12, 1984, R.O.T.

2 REVISED TO CHANGE THE SUBDIVISION NAME, ADD THE 40' PINE PRESERVATION AREA & ADD NOTES 6 AND 7. APRIL 5, 1984, R.O.T.

1 REVISED TO ADD FRACTIONAL TIES AND RELATIONSHIP OF PAVEMENT IN S.W. 137th AVE. TO FRACTIONAL TIE. MARCH 5, 1984. R.O.T.

TENTATIVE PLAT OF

CONCORDE CORPORATE CENTRE WEST

A PROPOSED SUBDIVISION OF THE SW¼ OF THE NW¼ OF SEC. 14, TWP. 55 S., RGE. 39 E., DADE COUNTY, FLA., LESS THE SOUTH 367.47' AND THE NORTH 35.00'

PREPARED FOR:
LINDGREN TRUST c/o VICTOR STOSIK, ESQ.
7751 S.W. 62nd AVE. (PHONE: 661-0661)
MIAMI, FLORIDA 33143

DATE: JAN. 31, 1984 SCALE: AS SHOWN

PREPARED BY:
JACK MUELLER & ASSOC., INC.
CONSULTING ENGINEERS & LAND SURVEYORS
9450 SUNSET DRIVE ~ SUITE 200
MIAMI, FLORIDA 33173 JOB Nº 83-5851-T

51 ~~50~~

51