



MEMORANDUM

Agenda Item No. 8(F)(1)(A)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: October 4, 2011

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

SUBJECT: Resolution authorizing the acceptance
of a Special Warranty Deed from
Palm Glades Community
Development District

The accompanying resolution was prepared by the General Services Administration Department and placed on the agenda at the request of Prime Sponsor Commissioner Lynda Bell.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum



Date: October 4, 2011

To: Honorable Chairman Joe A. Martinez
And Members, Board of County Commissioners

From: Carlos A. Gimenez 
Mayor

Subject: Acceptance of five parcels of vacant land totaling 5.07 acres by Special Warranty Deed from Palm Glades Community Development District in exchange for impact fee credits.

RECOMMENDATION

It is recommended that the Board accept the attached Special Warranty Deed from Palm Glades Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, conveying approximately five parcels of vacant land totaling 5.07 acres located within the boundaries of S.W. 232 Street to the North, S.W. 112 Avenue to the East, S.W. 119 Avenue to the West and S.W. 242 Street to the South, Unincorporated Miami-Dade County in exchange for impact fee credits not to exceed \$331,681.35. This item was prepared by General Services Administration at the request of the Miami-Dade Park and Recreation Department.

OWNER: Palm Glades Community Development District, a political subdivision of the State of Florida
Mercedes Henderson, Chair
Rich Hans, Secretary

TAX FOLIO NUMBERS: 30-6019-012-1480 Tract "C" Silver Palm East Section One
30-6019-014-3400 Tract "G2" Silver Palm East Section Three
30-6019-015-2870 Tract "L3" and "S3" Silver Palm East Section Four
30-6924-002-4060 Tract "C" Silver Palm West

SIZE: Approximately 5.07 acres of vacant land.

LOCATION: The properties are located within the boundaries of S.W. 232 Street to the North, S.W. 112 Avenue to the East, S.W. 119 Avenue to the West and by S.W. 242 Street to the South, Unincorporated Miami-Dade County.

COMMISSION DISTRICT: 8

COMMISSION DISTRICT:
IMPACTED: 8

ZONING: RU-1MA- Modified Single-Family Residential District 5,000 square foot net, is the zoning description for folio numbers

1A

30-6019-012-1480, 30-6019-015-2870 and 30-6924-002-4060. RU-3M – Minimum Apartment House 12.9 units/net acre is the zoning description for folio number 30-6019-014-3400. According to the Miami-Dade County Department of Planning and Zoning, park use is a permitted use under the current zoning.

ENVIRONMENTAL:

An Environmental Site Assessment Phase 1 prepared by Nelco Testing & Engineering Services, dated March 25, 2010, and updated February 24, 2011, reports no evidence of contamination or environmental violations on the properties.

TAXES:

The Ad valorem taxes for the year 2010 are \$2.04 for folio number 30-6019-012-1480, \$2.04 for folio number 30-6019-014-3400, \$2.04 for folio number 30-6019-015-2870, and \$2,019.64 in Non Advalorem taxes for folio number 30-6924-002-4060. The plat naming these tracts restricts the use to parks.

TRACK RECORD:

The County has no record of negative contract performance issues with Palm Glades Community Development District.

**VALUE of IMPACT
FEE CREDIT:**

Impact Fee Credits are based on the value listed within the Impact Fee Ordinance, Chapter 33H of the Miami-Dade County Code, and are calculated by the number and type of residential development units. Impact Fee credits are not issued in consideration of a real estate appraised valuation of the property.

IMPACT FEE CREDIT:

Developers are required to pay impact fees based on the size and type of development in accordance with an established schedule. The owners will be provided Open Space Impact Fee credits not to exceed \$331,681.35 for the dedication of five (5) sites covered under this agenda item. The Impact Fee credits are based on the values and policies stated within the Park Impact Fee Ordinance, Chapter 33H-8 of the Miami-Dade County Code of Ordinances attached hereto for your reference.

BACKGROUND:

On December 4, 2003, the Board of County Commissioners approved Resolution No. Z-24-03 for the development of the Silver Palm Community consisting of

1,521 residential dwelling units. As part of the approval, dedication of 13.07 acres of vacant land for public park use was proffered to meet future park and recreational needs generated by the proposed residential development in lieu of impact fees.

There are seven (7) parcels for a total of 13.07 acres of vacant land to be dedicated as park land within the Silver Palm development. At this time, five (5) parcels consisting of approximately 5.07 acres of vacant land are ready to be dedicated to the County. Such conveyance would be in accordance with a closing, including documentation of updated title, no liens or encumbrances, and affidavits of ownership. The remaining two (2) parcels consisting of approximately 8.00 acres of vacant land require additional site work and will be dedicated at a later date under separate application for the balance of the impact fee credit.

The attached Maintenance Agreement between Palm Glades Community Development District and Miami-Dade County states that Palm Glades Community Development District is responsible for maintaining and mowing the 5.07 acres of vacant land dedicated for public park use in the Silver Palm Community. The Maintenance Agreement covers five (5) sites consisting of approximately 5.07 acres covered under this agenda item. At a future date, when the remaining two (2) sites consisting of approximately 8.00 acres of vacant land are dedicated, the Maintenance Agreement will be amended to include the additional areas.

JUSTIFICATION:

At present, the Silver Palm Community and surrounding residential areas are served by William Randolph Park and Debbie Curtin Park. The area is densely populated with single family homes and would benefit from additional park land. In order to meet the need for park land generated by the population within the Silver Palm development, the acceptance of 5.07-acres for park use within the Silver Palm Community will ensure these lands remain open to the use of area residents.

DEVELOPMENT:

The properties have been developed as passive parks with minimal improvements such as installation of curbs, gutters, sidewalks, street trees, fill, grading and sod. The

properties are currently in suitable condition for mowing and maintenance.

**FISCAL IMPACT/
FUNDING SOURCES:**

The properties are being voluntarily conveyed; therefore, there is no acquisition cost to the County. There will be no additional maintenance cost as the Palm Glades Community Development District is responsible for privately maintaining the conveyed properties.

An Open Space Park Impact Fee Credit Agreement, not to exceed \$331,681.35, will be provided to the owners to offset the value of the approximate 5.07 acres of vacant land covered under this agenda item. At a later date, under separate application, an additional Open Space Park Impact Fee Credit Agreement will be provided to the owners to dedicate the remaining 8.00 acres of vacant land for the balance of the total impact fee credit.

MONITOR:

Shannon Clark, Real Estate Officer

**DELEGATED
AUTHORITY:**

Authorizes the Mayor or Mayor's designee to take all actions necessary to accept the conveyance of the properties.



Director
General Services Administration

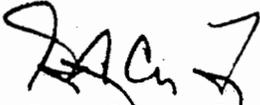


MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: October 4, 2011

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

SUBJECT: Agenda Item No. 8(F)(1)(A)

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(A)
10-4-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A SPECIAL WARRANTY DEED FROM PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, CONVEYING FIVE PARCELS OF VACANT LAND TOTALING APPROXIMATELY 5.07 ACRES FOR \$10.00, LOCATED WITHIN THE BOUNDARIES OF S.W. 232 STREET TO THE NORTH, S.W. 112 AVENUE TO THE EAST, S.W. 119 AVENUE TO THE WEST AND S.W. 242 STREET TO THE SOUTH, UNINCORPORATED MIAMI-DADE COUNTY, PURSUANT TO RESOLUTION NO. Z-24-03, IN EXCHANGE FOR IMPACT FEE CREDITS NOT TO EXCEED \$331,681.35; AND AUTHORIZING EXECUTION OF MAINTENANCE AGREEMENT FOR AFOREMENTIONED PARCELS

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board incorporates the prior recital, and hereby approves:

Section 1. The acceptance of a Special Warranty Deed from Palm Glades Community Development District, substantially in the form attached hereto and made a part hereof, conveying five parcels of vacant land totaling 5.07 acres for \$10.00 located within the boundaries of S.W. 232 Street to the North, S.W. 112 Avenue to the East, S.W. 119 Avenue to the West and S.W. 242 Street to the South, Unincorporated Miami-Dade County, pursuant Resolution No. Z-24-03, in exchange for impact fee credits not to exceed \$331,681.

Section 2. The Board also authorizes the Mayor or Mayor's designee to execute the Maintenance Agreement attached hereto.

Section 3. Pursuant to Resolution No. R-974-09, the Board directs the Mayor or the Mayor's designee to record the instruments of conveyance accepted herein in the Public Records

of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

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:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

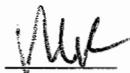
The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of October, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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.



Monica Rizo

PART III - CODE OF ORDINANCES
Chapter 33H - PARK IMPACT FEE ORDINANCE

Sec. 33H-8. - Fee computation by adopted schedule.

(a) The feepayer shall pay a park impact fee amount based upon the impact fee schedule per dwelling unit set forth below developed pursuant to the formula set forth in Sections 33H-6 and 33H-7, together with impact fee administrative costs.

The following impact fee schedule shall be used by the Director in computing the park impact fee:

IMPACT FEE SCHEDULE^{1, 2}

District	Single Family Detached		Single Family Attached		Multi-Family	
	Park Open Space Fee/Unit	Park Improvement Fee/Unit	Park Open Space Fee/Unit	Park Improvement Fee/Unit	Park Open Space Fee/Unit	Park Improvement Fee/Unit
1	\$1522	\$1403	\$1267	\$1207	\$839	\$878
2	\$707	\$1357	\$546	\$1140	\$378	\$916
3	\$525	\$1315	\$467	\$1224	\$254	\$886

¹The open space values in the fee schedule have been reduced by a tax credit to account for monies paid through ad valorem taxes toward capital expansion of local parks. The administrative fee set forth in Section 33H-8(b) is in addition to the impact fees or credits issued.

²These values are subject to annual adjustment pursuant to Section 33H-4.

(b) The cost per dwelling unit shall be the open space fee plus the improvement fee multiplied by 1.05 to accommodate the general administrative charge of five (5) percent.

(c) In the case of development activity involving a change of use and/or magnitude of use in which a residential building permit is required, the applicant shall be required to pay the computed impact fee for any proposed residential development activity for which the impact fee has not previously been paid. When any building permit expires or is revoked after the effective date of this chapter and a fee has not previously been paid under this chapter, the applicant shall be required to comply with the provisions herein. No refunds will be given for proposed development activity resulting in a negative fee calculation.

(d) No impact fee payment shall be required for any development activity when the total calculated fee is less than fifty dollars (\$50.00).

(e) If the type of dwelling unit within a proposed or current development is not specified in the above impact fee schedule, the Director shall use the dwelling unit most nearly comparable in computing the fee in accordance with the expanded list of land use categories which is appended as Exhibit B and incorporated herein by reference.

(f) In determining existing residential development activity and the units of proposed or existing development, the Director shall use the building permit and certificate of use information contained in the building or zoning records of Miami-Dade County.

(Ord. No. 90-59, § 2, 6-19-90; Ord. No. 94-184, § 1, 9-22-94; Ord. No. 06-13, § 1, 1-24-06)

EXHIBIT "A"

This Instrument Prepared by:

Gerald L. Knight, Esquire
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, FL 3304

USER DEPARTMENT: PARK & RECREATION

Property Appraiser's Folio Nos.:

30-6019-012-1480 – Tract C (Silver Palm East)

30-6019-014-3400 – Tract G2

30-6019-015-2870 – Tracts L3 and S3

Portion of 30-6924-002-4060 – Tract C (Silver Palm West)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the 22 day of October, 2010 from **PALM GLADES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with an address at 5701 N. Pine Island Road, Suite 370, Tamarac, FL 33321, ("**Grantor**"), to **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, with an address at 111 NW 1st Street, Miami, Florida 33128 ("**Grantee**").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's successors and assigns forever, all the right, title, interest, claim and demand that Grantor has or may have in and to the following described real property (the "**Property**") located and situate in the County of Miami-Dade, and State of Florida, to wit:

See Exhibit A attached hereto and made a part hereof

Subject To: Covenants, conditions, restrictions, reservations, limitations, easements and agreements of record; taxes and assessments for the year 2010 and subsequent years; and all applicable zoning ordinances and/or restrictions and prohibitions imposed by appropriate governmental authorities, if any.

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

Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

WITNESSES:

PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190 Florida Statutes

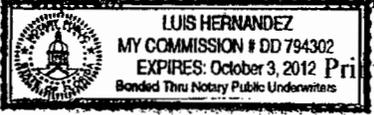
[Signature]
Print Name: Sandy Chen
[Signature]
Print Name: Ange Rodriguez

By: [Signature]
Print Name: Maria Carolina Herrera
Title: Chairman

STATE OF FLORIDA)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 22 day of October, 2010 by Maria Carolina Herrera, as Chairman of the Board of Supervisors of the Palm Glades Community Development District, a local unit of special government established pursuant to Chapter 190, Florida Statutes, who is personally known to me or who produced _____ as identification, on behalf of the community development district.

My commission expires: _____
[Signature]
NOTARY PUBLIC, State of Florida at Large



The foregoing was approved by the Miami-Dade County Board of County Commissioners pursuant to Resolution No.: _____, dated _____, 20__.

EXHIBIT "A"

Tract C of Silver Palm East Section One, according to the Plat thereof, recorded in Plat Book 164, Page 51, of the Public Records of Miami-Dade County, Florida.

And

Tract G2 of Silver Palm East Section Three, according to the Plat thereof, recorded in Plat Book 165, Page 27, of the Public Records of Miami-Dade County, Florida.

And

Tracts L3 and S3 of Silver Palm East Section Four, according to the Plat thereof, recorded in Plat Book 165, Page 92, of the Public Records of Miami-Dade County, Florida,

And

Tract C of Silver Palm West, according to the Plat thereof, recorded in Plat Book 166, Page 31, of the Public Records of Miami-Dade County, Florida.

RESOLUTION NO. 2011-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING THE PROPER DISTRICT OFFICIALS TO EXECUTE A SPECIAL WARRANTY DEED AND ALL OTHER NECESSARY CONVEYANCE INSTRUMENTS IN CONNECTION WITH THE CONVEYANCE OF PARK TRACTS WITHIN THE DISTRICT TO MIAMI-DADE COUNTY

WHEREAS, the Palm Glades Community Development District ("District") is the owner of certain park tracts within the boundaries of the District, which park tracts need to be conveyed to Miami-Dade County pursuant to the corresponding plats; and

WHEREAS, pursuant to the corresponding and recorded plats, these park tracts are reserved or dedicated to Miami-Dade County for parks purposes only, but will continue to be maintained by the District; and

WHEREAS, the District Board of Supervisors finds it to be in the best interests of the District to authorize the Chairman or Vice-Chairman to execute a Special Warranty Deed and any other necessary instruments to convey the park tracts to Miami-Dade County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The foregoing recitals are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

Section 2. The Chair or the Vice-Chair of the Board of Supervisors is authorized to execute a Special Warranty Deed and any other necessary instruments to convey the following park tracts to Miami-Dade County, Florida, a copy of the referenced Special Warranty Deed is attached hereto and incorporated herein as Exhibit "A":

- A. **Tract C of Silver Palm East Section One**, according to the Plat thereof, recorded in Plat Book 164, Page 51, of the Public Records of Miami-Dade County, Florida;
- B. **Tract G2 of Silver Palm East Section Three**, according to the Plat thereof, recorded in Plat Book 165, Page 27, of the Public Records of Miami-Dade County, Florida;
- C. **Tracts L3 and S3 of Silver Palm East Section Four**, according to the

Plat thereof, recorded in Plat Book 165, Page 92, of the Public Records of Miami-Dade County, Florida;

- D. **Tract C of Silver Palm West**, according to the Plat thereof, recorded in Plat Book 166, Page 31, of the Public Records of Miami-Dade County, Florida.

Section 3. This Resolution shall be effective immediately upon passage and adoption.

PASSED AND ADOPTED this 15th day of October, 2010.

ATTEST

Secretary

**PALM GLADES COMMUNITY
DEVELOPMENT DISTRICT**

Chair

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between:

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, and whose mailing address is _____, Miami, Florida _____ (the "County"); and

and

PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose mailing address is 5701 N. Pine Island Road, Suite 370, Fort Lauderdale, Florida 33321 (the "District").

WHEREAS, pursuant to various recorded Plats and certain Declaration of Restrictions, copies of which are attached hereto as Exhibit "A", of and over property located within the boundaries of the District, the District is required to provide and pay for Landscape Maintenance Services, as later defined, to certain park tracts owned or to be owned by the County, said park tracts being more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Parks"); and

WHEREAS, the District has agreed to provide Landscape Maintenance Services to the Parks in accordance with this Agreement; and

WHEREAS, the County and the District have determined that such an Agreement will be to the mutual benefit of the County, the District, and the residents thereof; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein expressed and the faithful performance of the same, the parties mutually agree as follows:

Section 1. Recitals and Findings.

1.01 The recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

1.02 The purpose of this Agreement is merely to memorialize the Agreement between the parties regarding the maintenance of the Parks and does not serve to create an interest in land in the Parks or any other part of the Parks property.

1.03 Prior to entering this Agreement, County has inspected the Parks and finds the condition of the Parks acceptable and in accordance with the development approvals pertaining to the Parks. County agrees that no additional improvements, landscaping or otherwise, shall be required of the District.

Section 2. Term.

2.01 This Agreement shall be effective upon execution by both parties and shall continue until September 30, 2015, and thereafter shall automatically renew on an annual basis unless otherwise terminated pursuant to Section 8 of this Agreement.

Section 3. Maintenance Requirements.

3.01 The District shall be responsible for providing maintenance services to the Parks in accordance with the requirements of Maintenance Services, a copy of which is attached hereto and made a part hereof as Exhibits "C" and "D" (the "Maintenance Services").

3.02 The term "landscape" or "landscaping," shall mean living plant materials and nonliving durable materials commonly used in environmental design such as, but not limited to curbing, rocks, pebbles, sand, paving, decorative pavers, pump systems, grading and irrigation systems.

3.03 The term, "facilities" shall mean any hardscaping or equipment existing at the time of the Agreement or installed or constructed by the District, such as, but not limited to trash receptacles, benches, playground or exercise equipment, and fencing.

3.03 The maintenance of any and all such landscaping and facilities within the Parks shall comply with applicable requirements of the County's Code of Ordinances, and shall be pre-approved by the County's Director of Parks and Recreation or his or her designee.

3.04 County hereby grants to District, its contractors, agents, and employees permission to enter the Parks for purposes of providing Maintenance Services and for any construction, installation, restoration, repair, or maintenance of any landscaping or hardscaping or appurtenances thereto.

Section 4. Additional Improvements.

4.01 The District may, upon prior notification to and the written approval of the County's Director of Parks and Recreation, install or construct within the Parks, at its expense, additional landscaping materials or facilities. The location of said landscaping or facilities shall be approved by the County's Parks and Recreation Director or his or her designee prior to

installation. If any such additional improvements are installed, the District agrees to maintain the same in accordance with the terms of this Agreement and its exhibits.

4.02 The County may, install or construct within the Parks, at its expense, additional landscaping materials or facilities. If any such additional improvements are installed pursuant to this provision, the District shall be responsible for maintaining the same in accordance with the terms of this Agreement and its exhibits.

Section 5. Contractual Services.

5.01 District may contract for the provision of Landscape Maintenance Services in a manner not inconsistent with the County Code of Ordinances and in accordance with the provisions of Section 190.033, Florida Statutes.

Section 6. Indemnification.

6.01 The County does hereby agree to indemnify and hold harmless District to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000 (\$200,000 for claims arising on or after October 1, 2011) or any claim or judgments or portions thereof which, when totaled with all other occurrence, exceed the sum of \$200,000 (\$300,000 for claims arising on or after October 1, 2011) from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the entity from any liability or claim arising out of the negligent performance or failure of performance of the entity or any unrelated third party.

6.02 The District shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses, damages, including attorney's fees and costs of defense, which County may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the District and District shall defend the County, including any and all appellate actions, in any such actions or proceedings whether in the name of the County or otherwise. Provided, however, the indemnification contained herein shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby the District shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000 (\$200,000 for claims arising on or after October 1, 2011), or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the District arising out of the same incident or occurrence, exceed the sum of \$200,000 (\$300,000 for claims arising on or after October 1, 2011) from any and all personal injury or property damage claims, liabilities,

losses or causes of action which may arise as a result of the negligence of the County.

Section 7. Insurance.

7.01 The parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities.

7.02 Should District hire a contractor to undertake the maintenance activity required pursuant to this agreement, prior to any maintenance activity undertaken by their contractor, District or Contractor shall submit to the County copies of its required coverages and specifically provide that Miami-Dade County (defined to mean the County, its officers, agents, employees, volunteers and representatives) is an additional insured or additional named insured with respect to the required coverages and the operations of contractor.

7.03 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension thereunder is in effect. District and Contractor shall not continue to complete the improvements required by this Agreement unless all required insurance remains in full force and effect.

7.04 District shall require Contractor to procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$500,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits

not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

(c) Auto Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with this Agreement in an amount not less than \$500,000 combined single limit for bodily injury and property damage.

7.05 County does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect District's or Contractor's interest or liabilities, but are merely minimum requirements established pursuant to this Agreement.

7.06 Insurance companies selected by the Contractor must be acceptable to County. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or ~~renewed~~ refused until at least thirty (30) calendar days written notice has been given to the County and to District.

7.07 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+ in accordance with the latest edition of A.M. Best's Insurance Guide.

7.08 Any Contractor retained by District to perform work at the subject property shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the County for payment or assessments in any form on any policy of insurance.

7.09 County shall provide written notice of the occurrence to District of any possible insurable claim or event within fifteen (15) working days of County's actual notice of such a claim or event.

7.10 Violation of the terms of this Section and its sub-parts shall constitute a breach of the Agreement, and County, in its sole discretion, may cancel the Agreement, and all rights, title and interest of District in this Agreement shall thereupon cease and terminate.

Section 8. Termination.

8.01 County may terminate this Agreement with or without cause by providing District with at least thirty (30) days written notice. Upon or prior to the effective date of termination, County shall thereafter be responsible for all Landscape Maintenance Services within the Parks, and shall provide such services in strict accordance with the specifications of Exhibit "C" and Exhibit "D" to this Agreement.

Section 9. Severability.

9.01 Should any part, term, or provision of this Agreement be ruled illegal by a court of competent jurisdiction or held to be in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 10. Assignment.

10.01 Neither party shall assign, transfer, sublet or subject this Agreement or its rights, title, or interest thereupon without the other party's prior written approval.

Section 11. Governing Law and Venue.

11.01 The validity, construction, and effect of this Agreement shall be governed by the law of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

Section 12. Construction of Agreement.

12.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural and all words in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

Section 13. Entire Agreement, No Oral Modification.

13.01 This Agreement represents the entire and integrated agreement between County and District, and supersedes all prior negotiations, representations or agreements, either written or verbal. This Agreement may only be amended by written instruments signed by both County and District and may include other services only if directly related to the intent and scope of this Agreement. The failure of a party to insist on strict performance of any terms of this Agreement shall not be construed as a waiver and relinquishment for the future of any term, condition or election but the same shall remain in full force and effect.

Section 14. Conflict of Interest.

14.01 District covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with County. District further covenants that, in the performance of this Agreement, no person having such conflicting interests shall be employed. Any such interests on the part of the District or its agents and employees must be disclosed in writing to County.

14.02 District warrants that it has not employed or retained any person employed by County to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by the County any fee, commission, percentage, brokerage fee, or gift of any kind contingent or resulting from the award of this Agreement.

Section 15. Notices.

15.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses unless otherwise specified herein:

County: Wendi J. Norris, Director
Miami-Dade County, General Services Administration
111 NW 1st Street, Suite 2410
Miami, Florida 33128

Copy to: Miami-Dade County
Park and Recreation Department Director
275 NW 2nd Street, 5th Floor
Miami, Florida 33128

District: Luis Hernandez, District Manager
Palm Glades Community Development District
5701 N. Pine Island Road, Suite 370
Fort Lauderdale, Florida 33321

Copy to: Dennis E. Lyles, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor

515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

Section 16. No Waiver.

16.01 The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any party of any default under this Agreement shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One (1) or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Miami-Dade County and Palm Glades Community Development District, have caused these presents to be executed in their respective names, by proper officials, the day and year first above written.

Attest:

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida

Clerk

By: _____
Mayor

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of Miami-Dade County, Florida, who is personally known and/or produced _____ as identification and who being duly sworn, depose and say that the aforementioned is true and correct to their best knowledge.

[SEAL]

Notary Public
Commission:

**PALM GLADES COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

[Signature]
Secretary/Assistant Secretary

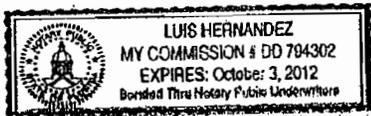
By: *[Signature]*
Chairman

10 day of January, 2011

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this 10 day of January, 2011, by María Carolina Herrera, as Chairman of the Board of Supervisors for PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]



[Signature]
Notary Public
Commission:

Exhibit A
Plats and Declaration of Restrictions

Exhibit B
Park Legal Descriptions

1. Tract C of Silver Palm East Section One, according to the Plat thereof, recorded in Plat Book 164, Page 51, of the Public Records of Miami-Dade County, Florida.

2. Tract G2 of Silver Palm East Section Three, according to the Plat thereof, recorded in Plat Book 165, Page 27, of the Public Records of Miami-Dade County, Florida.

3. Tracts L3 and S3 of Silver Palm East Section four, according to the Plat thereof, recorded in Plat Book 165, Page 92, of the Public Records of Miami-Dade County, Florida.

4. Tract C of Silver Palm West, according to the Plat thereof, recorded in Plat Book 166, Page 31, of the Public Records of Miami-Dade County, Florida.

Exhibit C
Maintenance Services

Landscaping and Lawn Maintenance Services by the Landscape Agency

Scope of Work

Furnish all expertise, supervision, labor, equipment, material, transportation, and support services necessary to perform Landscaping, Tree Care and Lawn Maintenance Services and miscellaneous optional services, at the location(s) listed, at the quality, quantity and frequency specified.

Landscape Maintenance

Turf Maintenance

To be performed at a minimum of 26 cuts per year depending upon low and high growing season.

Trimming

Grass shall be trimmed 26 times/year during, or as an immediate operation following mowing. Trimming may be accomplished by hand or hand power shear or rotary cutting machines.

Edging

Mechanical edging (vertical trimming) of all turf edges is to be used in all areas abutting sidewalks, flush paved surfaces, curbs, drives, patios, etc.

Pruning Shrubs and Ground Cover Plants

All shrubs, hedges and ground cover plants growing in the work areas shall be pruned to maintain plants in healthy, growing condition and to maintain plant growth within reasonable bounds and to prevent encroachment of passageways, walks, streets, view of signs or in any manner deemed objectionable by the individual Site Manager. Planters shall be trimmed and pruned as necessary to provide a uniform appearance.

Tree Care

All trees to be maintained at a minimum canopy high of 8' at all walkways, bike path, common areas and areas so designated by the Project Manager.

Weed Control

All landscaped areas within the specified area including shrub and ground cover beds, planters, swales, walkways, and areas covered with gravel, rocks, or wood chips shall be kept free of weeds.

Irrigation

All functional irrigation systems will be inspected once a month. Repairs to systems can be provided at an additional cost of parts plus labor.

Litter Control

Litter Pick Up: We shall be responsible for removing all trash that would be cut or scattered by mowing prior to mowing, except any illegal dumping.

Exhibit D

Miami-Dade County Park and Recreation Department
Maintenance Standards and Operating Procedures Manual
(see attached)

PARK CREDIT APPLICATION AND APPROVAL FORM



Miami-Dade County Ordinance No. 06-13
Effective: February 23, 2006

<u>Lennar Homes, LLC</u>	<u>700 NW 107 Avenue., Suite 400</u>	
<u>Feepayer</u>	<u>Miami, FL 33172</u>	<u>305.559.1951</u>
	<u>Address</u>	<u>Telephone Number</u>

590711505
Social Security No. or Taxpayer I.D. No.

3
Benefit District

Pursuant to Section 15 of the Miami-Dade County Park Impact Fee Ordinance No. 60-13 and Section XIV of the Miami-Dade Park Impact fee Manual, the undersigned (hereinafter referred to as applicant) does hereby submit an application for credit approval for Park Open Space Improvement to offset required park impact fees.

1. Legal description and area of parent tract for which Park Open Space/improvement credits are credit
See Exhibit "A"

Area _____ = 291.8±
sq. ft Acres

2. Legal description, area and deed recording information of park open space dedication for which credit is being claimed.
See Exhibit "B"

3. Description and location of park improvements for which credits are being claimed (including open space and construction)
N/A

4. Amount of credit claimed by applicant for park land dedication*	\$ <u>331,681.35**</u>
5. Amount of credit claimed by applicant for park improvements*	\$ <u>N/A</u>
TOTAL CREDIT AMOUNT	\$ <u>331,681.35**</u>

* Attach copy of applicable Credit Determination Form(s)
**** Based on the dedication of 5 of 7 sites (39% of the total credit for dedication of all 7 sites.)**
The applicant hereby certifies that all information shown on this form and the attachments are true and correct to the best of his knowledge and belief.

Signed: [Signature]
Applicant

Date: 1-31-11

This request for credit shall be accompanied by all documentation as required by the County Park and Recreation Director and as defined in Section XIV of the Park Impact Fee Manual. This form shall be available in the Count Park and Recreation Department.

<u>FOR OFFICIAL USE ONLY</u>		
<u>[Signature]</u> Approved by: #9479644_v4	<u>4/16/11</u> Director, Park and Recreation Department	Date

EXHIBIT A
LEGAL DESCRIPTION OF PARENT TRACT

Silver Palms East Section One, according to plat thereof, recorded in Plat Book 164, Page 51 in the Public Records of Miami-Dade County, Florida.

Silver Palms East Section Two, according to plat thereof, recorded in Plat Book 164, Page 87 in the Public Records of Miami-Dade County, Florida.

Silver Palms East Section Three, according to plat thereof, recorded in Plat Book 165, Page 27 in the Public Records of Miami-Dade County, Florida.

Silver Palms East Section Four, according to plat thereof, recorded in Plat Book 165, Page 92 in the Public Records of Miami-Dade County, Florida.

Silver Palms West, according to plat thereof, recorded in Plat Book 166, Page 31 in the Public Records of Miami-Dade County, Florida.

EXHIBIT B
LEGAL DESCRIPTION OF DEDICATED PARK SITES

Tract "C" of the plat of Silver Palms East Section One, according to plat thereof, recorded in Plat Book 164, Page 51 in the Public Records of Miami-Dade County, Florida.

Tract "G2" of the plat of Silver Palms East Section Three, according to plat thereof, recorded in Plat Book 165, Page 27 in the Public Records of Miami-Dade County, Florida.

Tract "L3" of the plat of Silver Palms East Section Four, according to plat thereof, recorded in Plat Book 165, Page 92 in the Public Records of Miami-Dade County, Florida

Tract "S3" of the plat of Silver Palms East Section Four, according to plat thereof, recorded in Plat Book 165, Page 92 in the Public Records of Miami-Dade County, Florida

Tract "C" of the plat of Silver Palms West, according to plat thereof, recorded in Plat Book 166, Page 31 in the Public Records of Miami-Dade County, Florida.

PARK IMPACT FEE CALCULATION FORM



Miami-Dade County Ordinance No. 06-13
Effective: February 23, 2006

Lennar Homes, LLC	700 NW 107 Avenue, Suite 400	305.559.1951
Feepayer	Miami, FL 33172	Telephone Number
590177505	Address	
Social Security No. or Taxpayer I.D. No.		Permit Process Number
3		Resolution No. Z-24-03
Benefit District	Folio Number	Permit Number
Between SW 232 and SW 248 Street and SW 112 and SW 119 Avenue		
Site Address	Type of Permit	Contractor
Residential		Residential
Existing Use	ITE Number	Proposed Use

1. Legal description See Exhibit "A"

The impact fees calculated herein have been determined based on the fee schedules adopted in Miami-Dade Ordinance 06-13, effective February 23, 2006. This form is authorized only for those residential building projects expressly identified above. Approved changes and modifications to the residential building project or amendments to the fee schedule contained in Miami-Dade County Ordinance 06-13 shall not render this calculation form null or void.

Carlos Gonzalez, Division President
Signature of Feepayer

 2/3/11
Date

The feepayer does hereby certify that the information shown on this form is true and correct to the best of his knowledge and belief.

PARK LAND CODE	LAND USE CATEGORY	UNITS	FEE/UNIT	TOTAL
4100	Single Family Detached			
	1. Open Space	<u>594</u>	X \$ <u>599.5154</u>	Equals \$ <u>356,112.14</u>
	2. Improvement	<u>N/A</u>	X \$ <u>N/A</u>	Equals \$ <u>N/A</u>
4200	Single Family Attached			
	3. Open Space	<u>927</u>	X \$ <u>533.2832</u>	Equals \$ <u>494,353.52</u>
	4. Improvement	<u>N/A</u>	X \$ <u>N/A</u>	Equals \$ <u>N/A</u>
4300	Multi-Family			
	5. Open Space	<u>0</u>	X \$ _____	Equals \$ _____
	6. Improvement	<u>0</u>	X \$ _____	Equals \$ _____
A. Sub. (Total of lines 1 through 6 above)			\$ <u>850,465.66</u>	
B. 5% Administrative fee (x .05 of line A)			\$ <u>N/A</u>	
C. Total (Lines A & B)			\$ <u>850,465.66</u>	

Approved by:  2/14/11 FOR OFFICIAL USE ONLY
Director, Park and Recreation Department Date

PUBLIC PARK OPEN SPACE DETERMINATION FORM



Miami-Dade County Ordinance No. 06-13
 Effective: February 23, 2006

<u>Lennar Homes, LLC</u>	<u>700 NW 107 Avenue, Suite 400</u>	<u>305.559.1951</u>
<u>Feepayer</u>	<u>Miami, FL 33172</u>	<u>Telephone Number</u>
<u>590711505</u>	<u>Address</u>	
<u>Social Security No. or Taxpayer I.D. No.</u>		<u>Permit Process Number</u>
<u>3</u>		<u>Resolution No. Z-24-03</u>
<u>Benefit District</u>	<u>Folio Number</u>	<u>Permit Number</u>
<u>Between SW 232 and SW 248 Street</u>		
<u>and SW 112 and SW 119 Avenue</u>		
<u>Site Address</u>	<u>Type of Permit</u>	<u>Contractor</u>
<u>Residential</u>		<u>Residential</u>
<u>Existing Use</u>	<u>ITE Number</u>	<u>Proposed Use</u>

Pursuant to Section 15 of the Miami-Dade County Park Impact Fee Ordinance No. 06-13 and Section XIV of the Miami-Dade Park Impact fee Manual, the undersigned (hereinafter referred to as feepayer) does hereby submit an application for credit allocation to the County Park and Recreation Director (hereinafter referred to as Director) for off-site park improvements to offset required park impact fees.

1. Legal description and area of parent tract for which credits were approved by the Director.
See Exhibit "A"

Area _____ = 291.8±
 sq. ft. Acres

2. Legal description and area of parcel for which the credit is to be applied.

See Exhibit "B"

Area _____ = 5.07±
 sq. ft. Acres

- 3. Total amount of public open space required for the parent tract 13.07± acres
- 4. Total amount of public open space provided for the parent tract..... 13.23± acres
- 5. Percentage of required open space provided
 (Line 4/Line 3) 39 %
- 6. Park Open Space fee per Dwelling Unit (see Fee Schedule)..... \$ 599.5154 / 533.2832
- 7. Percentage of required open space **NOT** provided 61%
- 8. Balance of Open Space Fee Required (line 6 x line 7) \$ 518,784.05

The feepayer does hereby certifies that all information shown on this form and the attachments are true and correct to the best of his knowledge and belief.

Signed: [Signature]
 Feepayer

Date: 1-31-11

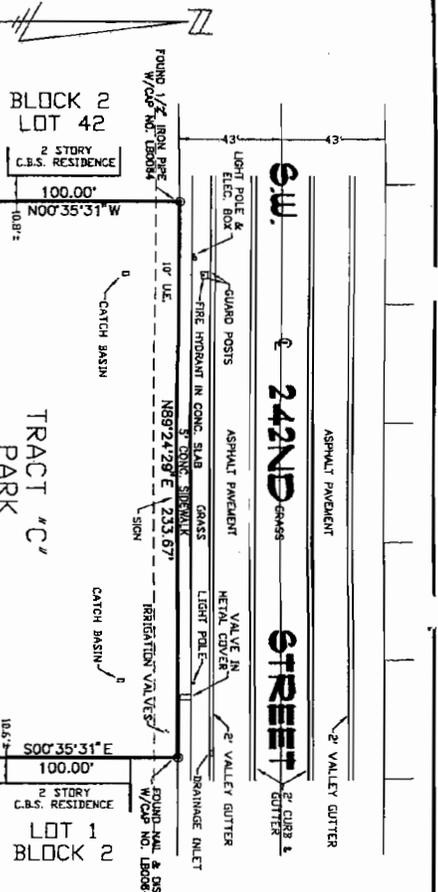
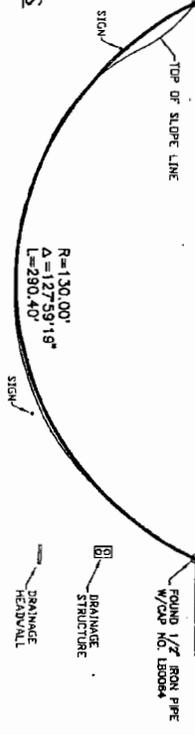
This credit determination form shall be accompanied by all documentation as required by the County Park and Recreation Director and as defined in Section II of the Park Impact Fee Manual. This form shall be available in the Count Park and Recreation Department.

FOR OFFICIAL USE ONLY

Approved by: [Signature] Director, Park and Recreation Department Date _____
 #9479745_v4

- ABBREVIATIONS**
- CONC. = CONCRETE
 - C.B.S. = CONCRETE BLOCK STUCCO
 - ELEC. = ELECTRIC
 - R = RADIUS
 - Δ = CENTRAL ANGLE
 - L = ARC LENGTH
 - CL = CENTERLINE
 - UE = UTILITY EASEMENT
 - V/ = VITH

TRACT "C"
PARK
LAKE
VACANT



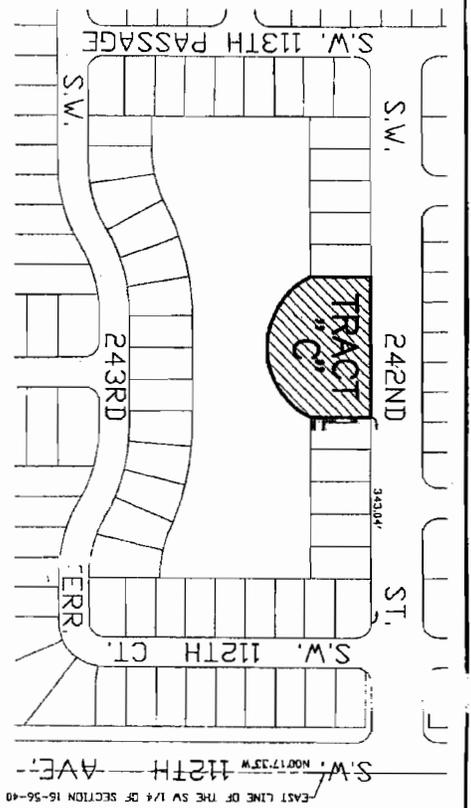
SKETCH OF BOUNDARY SURVEY

SCALE: 1" = 50'

LEGAL DESCRIPTION:

Tract "C" of SILVER PALM EAST SECTION ONE, according to the plat thereof recorded in Plat Book 154, at Page 51, of the Public Records of Miami-Dade County, Florida.

Roll # 30-6019-Q12-1480



LOCATION MAP

SCALE: 1" = 200'

NOTES:

1. The legal description was furnished by the client.
2. The bearings are based on an assumed direction of N00°17'33"V along the East line of the SV 1/4 of Section 19, Township 36 South, Range 40 East, Miami-Dade County, Florida.
3. The above described parcel contains 35,583.55 square feet (0.819 acres), more or less.
4. The Miami-Dade County Flood Criteria is Elevation 51 feet, as shown on the AMENDED PLAT OF FLOOD CRITERIA MAP, according to the plat thereof recorded in Plat Book 120, at Page 13, of the Public Records of Miami-Dade County, Florida.
5. The Federal Flood Hazard Classification is Zone AE, Base Elevation = 7 feet, as shown on the Federal Emergency Management Agency National Flood Insurance Program, Flood Insurance Rate Map, Community No. 120655, Panel 0641, Suffix L, Map Revised September 11, 2009.
6. The attached SKETCH OF BOUNDARY SURVEY is not valid without the signature and original raised seal of a Florida Professional Surveyor and Hopper.

CERTIFICATION:

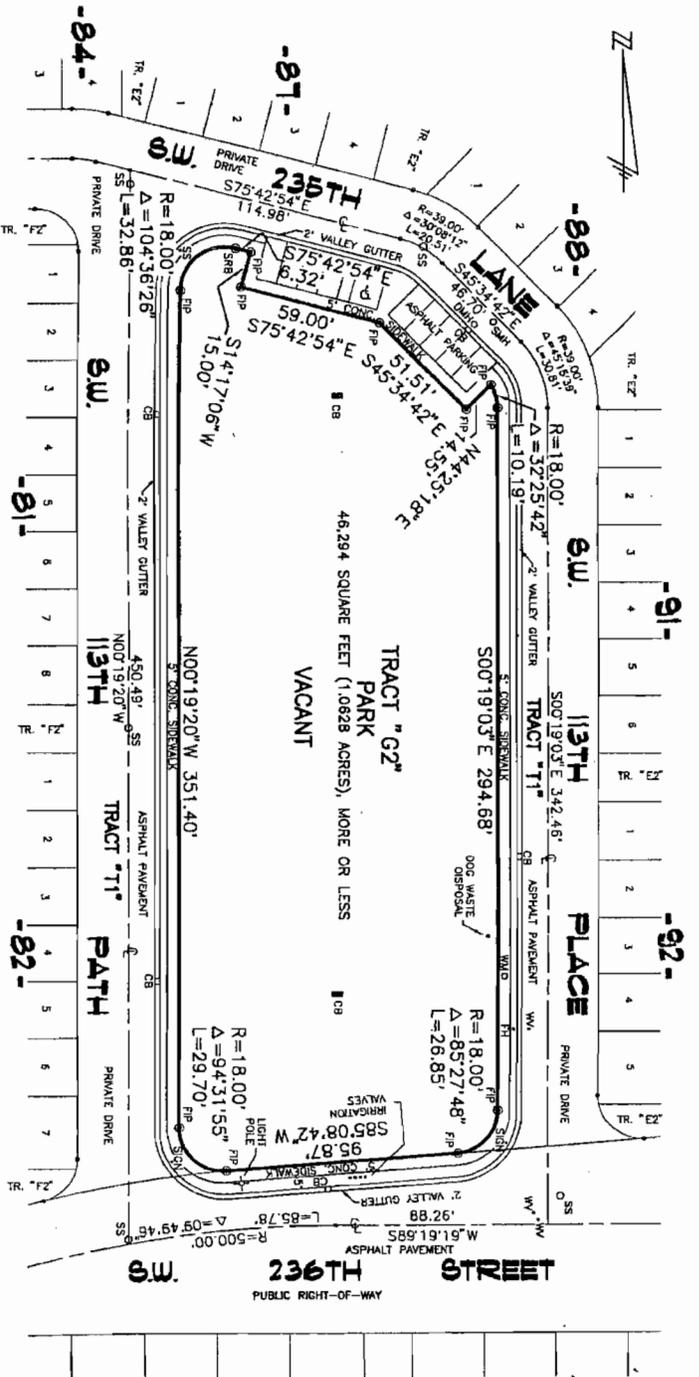
WE HEREBY CERTIFY that the attached SKETCH OF BOUNDARY SURVEY was prepared under our direction and complies with the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors and Hoppers in Chapter S17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Prepared for:
Lemar Homes, LLC
Job No 08-79121
March 17, 2010

Prepared by:
Biscayne Engineering Company, Inc.
Cedarhick Ave. #300
Miami, Florida 33130
Phone: 305-324-7671

BISCAYNE ENGINEERING COMPANY, INC.

By:
Robin D. Teagarden, Jr.
Professional Surveyor &
Hopper No. 33130
State of Florida



SKETCH OF BOUNDARY SURVEY

SCALE: 1" = 50'

- NOTES:**
- The legal description was furnished by the client.
 - The bearings are based on an assumed direction of N00°19'20"W along the centerline of S.W. 113th Path, as said path is shown on the plat of SILVER PALM EAST SECTION THREE, according to the plat thereof recorded in Plat Book 153, at Page 27, of the Public Records of Miami-Dade County, Florida.
 - The above described parcel contains 46,294 square feet (1.0628 acres), more or less.
 - The Miami-Dade County Flood Criteria is Elevation 5.5 feet, as shown on the AMENDED PLAT OF FLOOD CRITERIA MAP, according to the plat thereof recorded in Plat Book 120, at Page 13, of the Public Records of Miami-Dade County, Florida.
 - The Federal Flood Hazard Classification is Zone AE; Base Elevation = 7 feet, as shown on the Federal Emergency Management Agency National Flood Insurance Program, Flood Insurance Rate Map, Community No. 130635; Panel 0592 and 0611, Surfex L, Maps Revised September 11, 2010.
 - The attached SKETCH OF BOUNDARY SURVEY is not valid without the signature and original raised seal of a Florida Professional Surveyor and Happer.

CERTIFICATION:

WE HEREBY CERTIFY that the attached SKETCH OF BOUNDARY SURVEY was prepared under our direction and complies with the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors and Happers in Chapter SJ17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Prepared for:
Lennor Homes, LLC
Job No. 783721
March 17, 2010

Prepared by:
Biscayne Engineering, Inc.
Certificants of Authorization
Numbers: EB129 & LB129
529 W. Flagler Street
Miami, Florida 33130
Phone: 305-324-7671

By: 
Robin J. Teagarden, Jr.
Professional Surveyor &
Happer No. LS2354
State of Florida

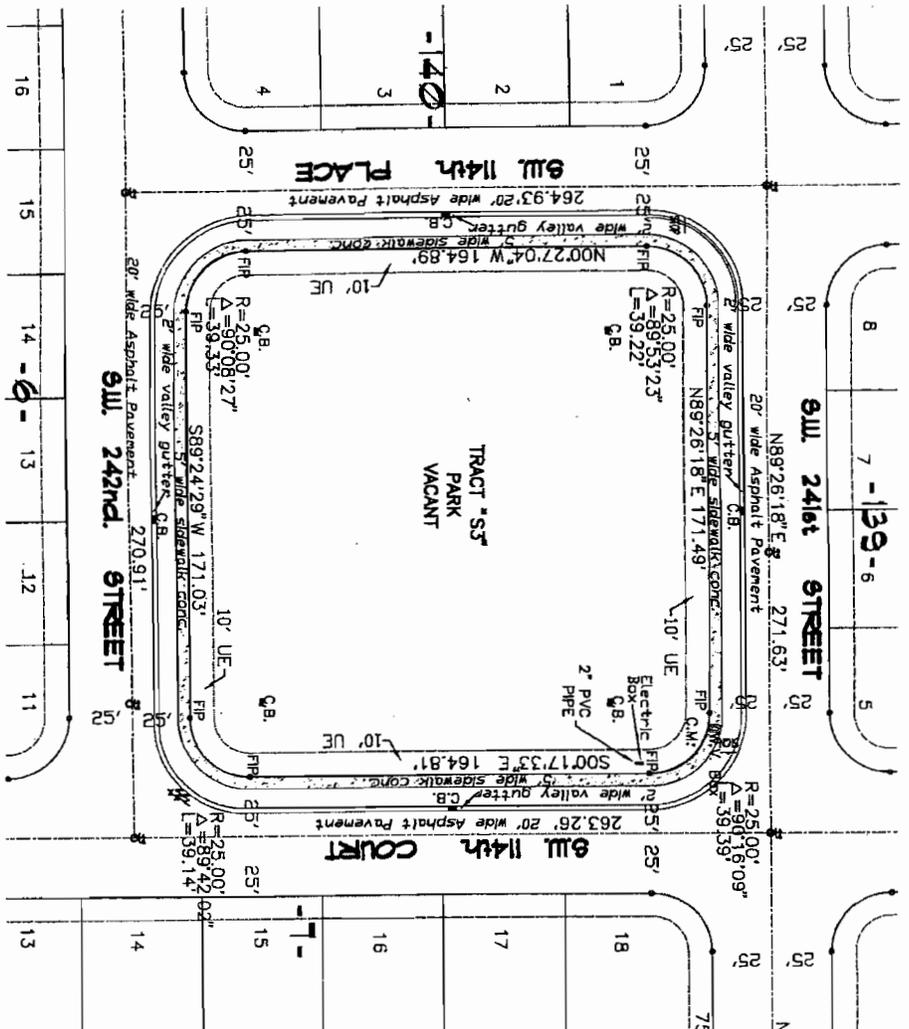
BISCAYNE ENGINEERING COMPANY, INC.

- ABBREVIATIONS:**
- CB = CATCH BASIN
 - CONC. = CONCRETE
 - C = CENTERLINE
 - DMH = DRAINAGE MANHOLE
 - FH = FIRE HYDRANT
 - L = ARC LENGTH
 - R = RADIUS
 - Δ = CENTRAL ANGLE
 - FIP = FOUND 1/2" IRON PIPE W/CAP #LB64
 - SMH = SANITARY SEWER MANHOLE
 - SS = SEWER MANHOLE
 - TR. = TRACT
 - WM = WATER METER
 - WV = WATER VALVE
 - SET REBAR W/ CAP #LB129

LEGAL DESCRIPTION:

Tract 'G2' of SILVER PALM EAST SECTION THREE, according to the plat thereof recorded in plat book 153, at Page 27, of the public records of Miami-Dade County, Florida.

30-6019-014-3400



SKETCH OF BOUNDARY SURVEY

SCALE: 1" = 50'

File #
30-6019-015-8810

ABBREVIATIONS

Center Line	R	Radius
Catch Basin	L	Arc
Concrete	Δ	Delta
Optic Cable Marker	W	Utility
Crosswalk sign	UV	Utility Valve
Edge of Pavement	TB	Traffic Sign
Found	UE	Utility Easement
Banking Sewer Manhole	PIP	Found Iron Pipe w/ Cap 150x4

NOTES:

- The legal descriptions were furnished by the client.
- The bearings are based on an assumed direction of S00°19'47"E along the East line of the NW 1/4 of Section 19, Township 36 South, Range 40 East, Miami-Dade County, Florida.
- The subject property contains 47,001 square feet (1.0790 acres), more or less.
- The Miami-Dade County Flood Criteria is elevation 52 feet, as shown on the AMENDED PLAT OF FLOOD CRITERIA MAP, according to the plat thereof recorded in Plat Book 120, at Page 13, of the Public Records of Miami-Dade County, Florida.
- The Federal Flood Hazard Classification is Zone AE, Base Flood Elevation is 7 feet, as shown on the Flood Hazard Map, Miami-Dade County, Florida, dated 05/26/09, Suffix L, Map Revised September 11, 2010.
- This survey is not valid without the signature and original raised seal of a Florida Professional Surveyor & Mapper.

LEGAL DESCRIPTION:

TRACT 'S' of SILVER PALM EAST SECTION FOUR, according to the plat thereof, as recorded in Plat Book 185, at Page 92 of the Public Records of Miami-Dade County, Florida.

CERTIFICATE:

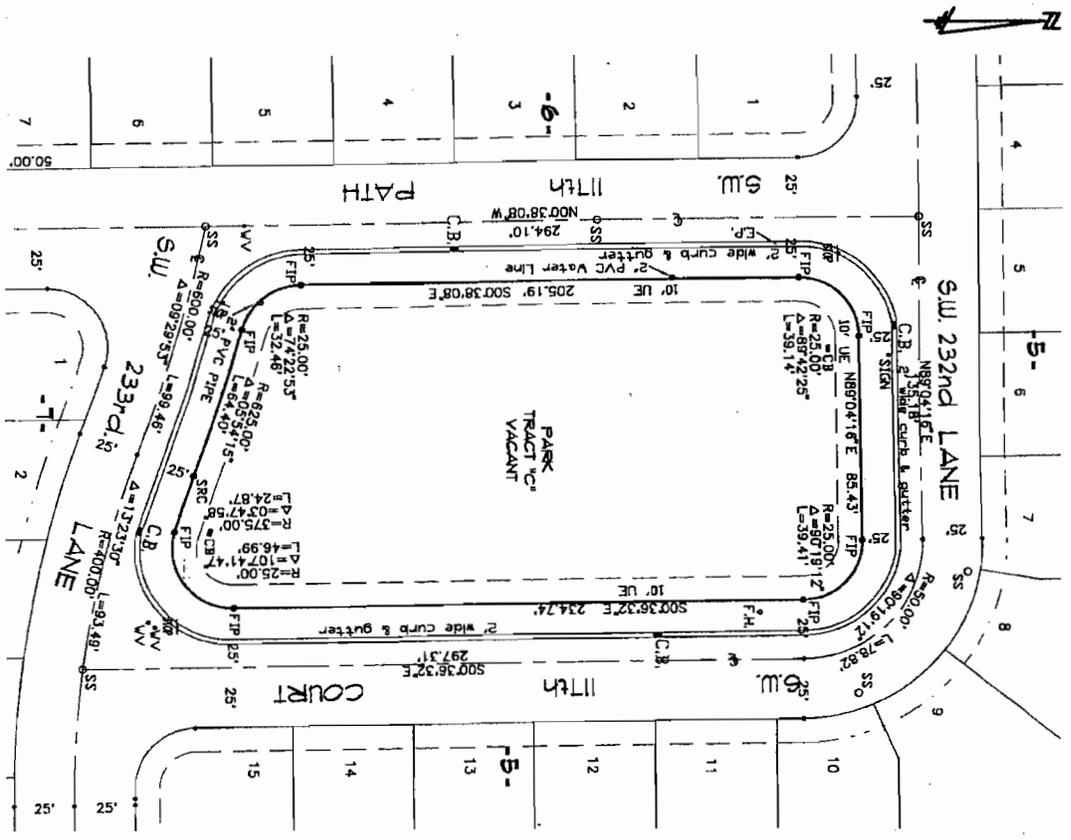
We hereby certify that the attached SKETCH OF BOUNDARY SURVEY was prepared under our direction and complies with the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors & Mappers in Chapter 35J-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Prepared for:
LENNAR HOMES, INC.
1500
March 17, 2010

Prepared by:
Biscayne Engineering Company, Inc.
Certificates of Authorization
Numbers EB129 & LB129
529 W. Flagler Street
Miami, Florida 33120
Phone (305) 689-8660

By: Robin D. Taagarden, Jr.
Professional Surveyor
& Mapper LS2354
State of Florida

BISCAYNE ENGINEERING COMPANY, INC.



SKETCH OF BOUNDARY SURVEY

SCALE = 1" = 50'

ABBREVIATIONS

Symbol	Description
CL	Center Line
CB	Catch Basin
CONC.	Concrete
CA.	Coating Sign
EP.	Edge of Pavement
W	Width
P.V.C.	Plastic Pipe
PIP.	Found Iron Pipe w/ Cap
ANC.	Antenna
FLH.	Fire Hydrant
MH.	Manhole
FRST	Permanent Reference Monument
TS	Traffic Sign
UE.	Utility Easement
R	Radius
Δ	Delta
L	Arc
SS	Survey Monument

NOTES:

- The legal descriptions were furnished by the client.
- The bearings are based on an assumed direction of $N00^{\circ}36'32''E$ along the NE $\frac{1}{4}$ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Fla. etc.
- The subject property contains 36,084 square feet (0.8284 acres), more or less.
- The Miami-Dade County Flood Criteria is elevation 5.5 feet, as shown on the AMENDED PLAT OF FLOOD CRITERIA MAP, according to the plat thereof recorded in Plat Book 120, at Page 13, of the Public Records of Miami-Dade County, Florida.
- The Federal Flood Hazard Classification is Zone AE, Base Flood Elevation is 7 feet, as shown on the Federal Emergency Management Agency, National Flood Insurance Program, Flood Insurance Rate Map, Community No. 120635, Panel 0592, Suffix L, Map Revised September 11, 2009.
- This survey is not valid without the signature and original raised seal of a Florida Professional Surveyor & Mapper.

LEGAL DESCRIPTION:

TRACT 'C' of SILVER PALM VESTI, according to the plat thereof as recorded in Plat Book 156, at Page 31 of the Public Records of Miami-Dade County, Florida.

File # 30-5924-001-1160

CERTIFICATE:

We hereby certify that the attached SKETCH OF BOUNDARY SURVEY was prepared under our direction and complies with the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors & Mappers in Chapter SUT-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

BISCAYNE ENGINEERING COMPANY, INC.

Prepared for:
LENNAR HOMES INC.
Job No. 08-79121
March 18, 2010

By: 
Robin D. Teagarden, Jr.
Professional Surveyor
& Mapper LS2354
State of Florida

Prepared by:
Biscayne Engineering Company, Inc.
Certificators of Authorization
Numbers EB129 & LB129
329 W Flagler Street
Miami, Florida 33130
Phone (305) 324-7671