MEMORANDUM

Agenda Item No. 5(A)
(Public Hearing 3-20-12)

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

DATE: February 7, 2012

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

SUBJECT: Ordinance granting petition of HPT Holdings, LLC, for establishment of a community development district

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The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Lynda Bell.

R. A. Cuevas, Jr.
County Attorney

RAC/up

MEMORANDUM

(Revised)

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

DATE: March 20, 2012

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

SUBJECT: Agenda Item No. 5(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. 5(A)
3-20-12

ORDINANCE NO. _____

ORDINANCE GRANTING PETITION OF HPT HOLDINGS, LLC, ("PETITIONER") FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"); PROVIDING FOR NAME, POWERS AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; ACCEPTING PROFFERED DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING SEVERABILITY; EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter grants the Miami-Dade County Board of County Commissioners the authority to exercise all powers and privileges granted to municipalities and counties by the laws of this State; and

WHEREAS, Article VIII, Section 6(1) of the Florida Constitution provides for exclusive County Charter authority to establish all governmental units within Miami-Dade County and to provide for their government and prescribe their jurisdiction and powers; and

WHEREAS, HPT Holdings, LLC, ("Petitioner") has petitioned for the establishment of the Hemingway Point Community Development District (the "District"); and

WHEREAS, a public hearing has been conducted by the Miami-Dade County Board of County Commissioners in accordance with the requirements and procedures of Section 190.005(2)(b), Florida Statutes, and the applicable requirements and procedures of the Miami-Dade County Home Rule Charter and Code; and

WHEREAS, the District will constitute a timely, efficient, effective, responsive and

economic way to deliver community development services in the area, thereby providing a solution to the County's planning, management and financing needs for delivery of capital infrastructure therein without overburdening the County and its taxpayers; and

WHEREAS, the Board of County Commissioners finds that the statements contained in the Petition are true and correct; and

WHEREAS, the creation of the District is not inconsistent with any applicable element or portion of the State comprehensive plan or the Miami-Dade County Comprehensive Development Master Plan; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

WHEREAS, the creation of the District is the best alternative available for delivering community development facilities and services to the area that will be served by the District; and

WHEREAS, the proposed facilities and services to be provided by the District will be compatible with the capacity and uses of existing local and regional community development facilities and services; and

WHEREAS, the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, the owner of the property that is to be developed and served by the community development services and facilities to be provided by the District has submitted an executed declaration of restrictive covenants pledging among other things to provide initial purchasers of individual residential units with notice of liens and assessments applicable to such parcels, with certain remedial rights vesting in the purchasers of such parcels if such notice is not provided in a timely and accurate manner; and

WHEREAS, having made the foregoing findings, after a public hearing, the Miami-Dade County Board of County Commissioners wishes to exercise the powers bestowed upon it by

Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter in the manner provided by Chapter 190, Florida Statutes; and

WHEREAS, the Miami-Dade County Board of County Commissioners finds that the District shall have those general and special powers authorized by Sections 190.011 and 190.012, Florida Statutes, and set forth herein, and that it is in the public interest of all of the citizens of Miami-Dade County that the District have such powers,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

Section 2. The Petition to establish the Hemingway Point Community Development District over the real property described in the Petition attached hereto, which was filed by HPT Holdings, LLC, a Florida limited liability company, on January 12, 2012, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein as Exhibit Attachment 1.

Section 3. The external boundaries of the District shall be as described in the certified metes and bounds legal description attached hereto and incorporated herein as Exhibit Attachment 2.

Section 4. The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated herein as Exhibit Attachment 3.

Section 5. The initial members of the Board of Supervisors shall be as follows:

Charles B. Morris, III
Jose R. Milan
Marvin J. Abarca
Donald David Deka, Jr.
Shellaine Ramkishun

Section 6. The name of the District shall be the "Hemingway Point Community Development District."

Section 7. The Hemingway Point Community Development District is created for the purposes set forth in Chapter 190, Florida Statutes, pursuant to the authority granted by Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter.

Section 8. Pursuant to Section 190.005 (2) (d), Florida Statutes, the charter for the Hemingway Point Community Development District shall be Sections 190.006 through 190.041, Florida Statutes.

Section 9. The Miami-Dade County Board of County Commissioners hereby grants to the Hemingway Point Community Development District all general powers authorized pursuant to Section 190.011, Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such general powers.

Section 10. The Miami-Dade County Board of County Commissioners hereby grants to the Hemingway Point Community Development District the special powers authorized pursuant to Section 190.012 (1), Florida Statutes and Sections 190.012 (2) (a) (d) and (f), (except for powers regarding waste disposal), Florida Statutes and Section 190.012 (3), Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such special powers; provided that the District's exercise of power under Section 190.012(1)(b), Florida Statutes, pertaining to water, waste water and reuse water services shall be pursuant to that Declaration of Restrictive Covenants submitted to the Board of County Commissioners in connection with the petition.

Section 11. All bonds issued by the Hemingway Point Community Development District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

Section 12. No bond, debt or other obligation of the Hemingway Point Community Development District, nor any default thereon, shall constitute a debt or obligation of

Miami-Dade County, except upon the express approval and agreement of the Miami-Dade Board of County Commissioners.

Section 13. Notwithstanding any power granted to the Hemingway Point Community Development District pursuant to this Ordinance, neither the District nor any real or personal property or revenue in the district shall, solely by reason of the District's creation and existence, be exempted from any requirement for the payment of any and all rates, fees, charges, permitting fees, impact fees, connection fees, or similar County rates, fees or charges, or special taxing districts special assessments which are required by law, ordinance or County rule or regulation to be imposed within or upon any local government within the County.

Section 14. Notwithstanding any power granted to the Hemingway Point Community Development District pursuant to this Ordinance, the District may exercise the power of eminent domain outside the District's existing boundaries only with the prior specific and express approval of the Board of County Commissioners of Miami-Dade County.

Section 15. This Board hereby accepts that Declaration of Restrictive Covenants proffered by the owners of the lands within the jurisdiction of the Hemingway Point Community Development District, in connection with the petition submitted by HPT Holdings, LLC, and approved herein.

Section 16. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 17. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance shall be excluded from the Code of Miami-Dade County.

Section 18. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as to form and legal sufficiency: APW

Prepared by: JRA GT/GTH

Gerald T. Heffernan

Prime Sponsor: Commissioner Lynda Bell

ATTACHMENT "1" TO THE ORDINANCE

PETITION TO ESTABLISH HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT

October 2011

PETITION TO ESTABLISH
HEMINGWAY POINT
COMMUNITY DEVELOPMENT DISTRICT

Petitioner, HPT Holdings, LLC, a Florida limited liability company ("Petitioner"), petitions Miami-Dade County, Florida ("County"), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, and the County Home Rule Charter, to adopt an ordinance to establish a Uniform Community Development District ("District") and to designate the land area for which the District would manage and finance basic service delivery and states as follows:

1. **Petitioner:** Petitioner is a Florida limited liability company with principal offices at 4949 SW 75th Avenue, Miami, Florida 33155. Petitioner will develop the land within the District, including the construction of all or a portion of the public infrastructure which will be either acquired or constructed by the District, as the case may be.

2. **District Location and Description:** The land area to be included in the District comprises approximately 57.7 +/- gross acres more or less. A map showing the location of the land area to be included in the District is attached as **Exhibit A**. All of the land in the proposed District is within the unincorporated area of the County. A metes and bounds legal description of the external boundaries of the District is attached as **Exhibit B**. The project to be developed by Petitioner within the District is called Hemingway Point.

3. **District Impact:** There is no property within the external boundaries of the District which will not be part of the District. The impact of creating the District on the parcels adjacent to the District should be positive, in that the facilities provided by the District and maintenance of same should result in an aesthetically pleasing surrounding area with beneficial infrastructure while not detrimentally affecting anyone outside the

District. In addition, any potential establishment costs to the County, the establishing entity, will be nominal.

4. **Property Owner Consent:** Attached as **Exhibit C** is documentation constituting written consent to the establishment of the District by all landowners whose real property is to be included in and serviced by the District.

5. **Initial Governing Board:** The five (5) persons designated to serve as the initial members of the board of supervisors of the District, who shall serve in that office until replaced by elected members, as provided in Section 190.006, Florida Statutes Amended, are named in **Exhibit D** attached hereto.

6. **District Name:** The proposed name of the District is Hemingway Point Community Development District.

7. **Authorized Agent:** Copies of all correspondence and official notices should also be sent to the authorized agent for the Petitioner:

Dennis E. Lyles, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Sixth Floor
Fort Lauderdale, Florida 33301
Phone: 954-764-7150 / Fax: 954-764-7279
Email: dlyles@bclmr.com

8. **Water and Sewer Lines:** The major trunk water mains, sewer interceptors and outfalls currently in existence to serve the District are identified on **Exhibit E** attached hereto.

9. **Timetables and Construction Costs:** The proposed timetable to construct the District services and facilities, based upon available data, is attached as **Exhibit F**. The Petitioner intends that the District will finance (i) water system; (ii) sewer system; (iii) water management and control facilities; (iv) road improvements; and (v) open space,

recreation and landscaping improvements. The water system and sewer system will be owned and maintained by the County. The water management and control facilities will be owned by the County (as to drainage improvements within the roadways) or by the District (as to drainage improvements outside the roadways) and maintained by the County or the District. The road improvements will be owned by the County and maintained by the County or the District. The open space, recreation and landscaping improvements will be owned and maintained by the District. A good faith estimate of the costs of the District improvements is attached as **Exhibit G**.

10. **Future Land Use Plan and Zoning Designation:** The future general distribution, location and extent of land uses within the proposed District are shown on **Exhibit H** attached hereto. The land located within the District is zoned Planned Area Development (PAD). The zoning approval for the project within the District is attached hereto as **Exhibit I**.

11. **Statement of Estimated Regulatory Costs:** The statement of estimated regulatory costs of the granting of this Petition and the establishment of the District pursuant thereto is attached as **Exhibit J**.

12. **Rights to be Granted the District:** Petitioner hereby requests that the District be granted the right to exercise all powers provided for in Sections 190.012(1) and (2)(a) and (d), Florida Statutes.

13. **Disclosure Requirements:** The Petitioner undertakes on behalf of the District that the Petitioner and the District will provide full disclosure of information relating to the public financing and maintenance of improvements to real property to be undertaken by the District as required by Section 190.009, Florida Statutes, as amended and as required as a condition of the creation of the District by the County Commission.

14. **Reasons for the Establishment of the District:** The property within the District is amenable to operating as an independent special district for the following reasons:

a) Establishment of the District and all land uses and services planned within the proposed District are consistent with applicable elements or portions of the effective County Comprehensive Master Plan.

b) The area of land within the District is part of a unified plan of development. The land encompassing the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

c) The community development services of the District will be compatible with the capacity and use of the existing local and regional community development services and facilities.

d) The District will be the best alternative available for delivering community development services to the area to be served because the District provides a governmental entity for delivering those services and facilities in a manner that does not financially impact persons residing outside of the District.

WHEREFORE, Petitioner respectfully requests Miami-Dade County to:

A. Schedule a public hearing to consider this Petition pursuant to the uniform procedures set forth in Section 190.005(2)(b) and (1)(d), Florida Statutes.

B. Grant the Petition and adopt an ordinance to establish the District and designate the land area to be serviced by the District pursuant to Sections 190.005(2), Florida Statutes.

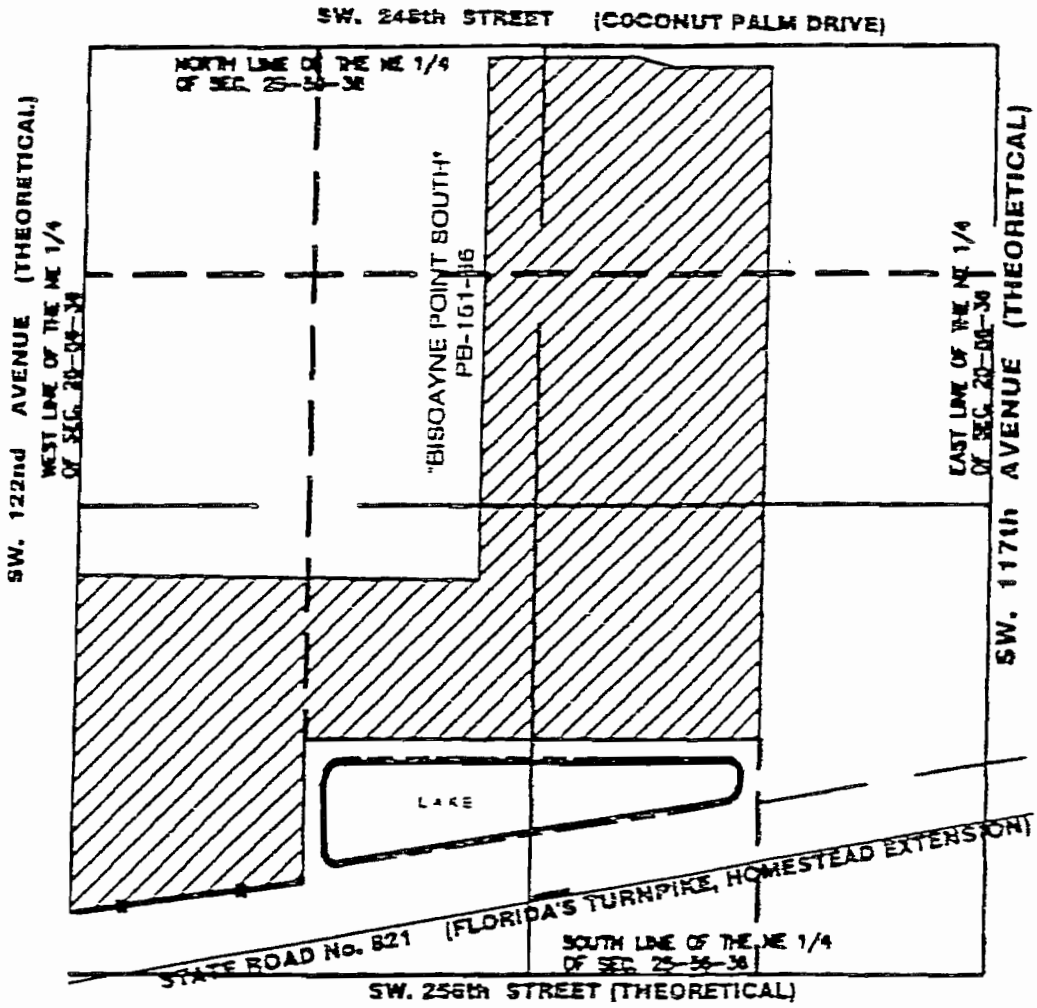
Respectfully submitted this 29th day of September, 2011.

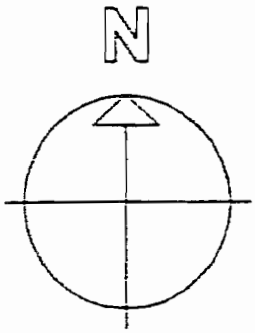
HPT Holdings, LLC, a Florida limited liability company

By:_____
Print Name: Arnaud Karsenti
Title: Manager

EXHIBIT "A"

LOCATION MAP





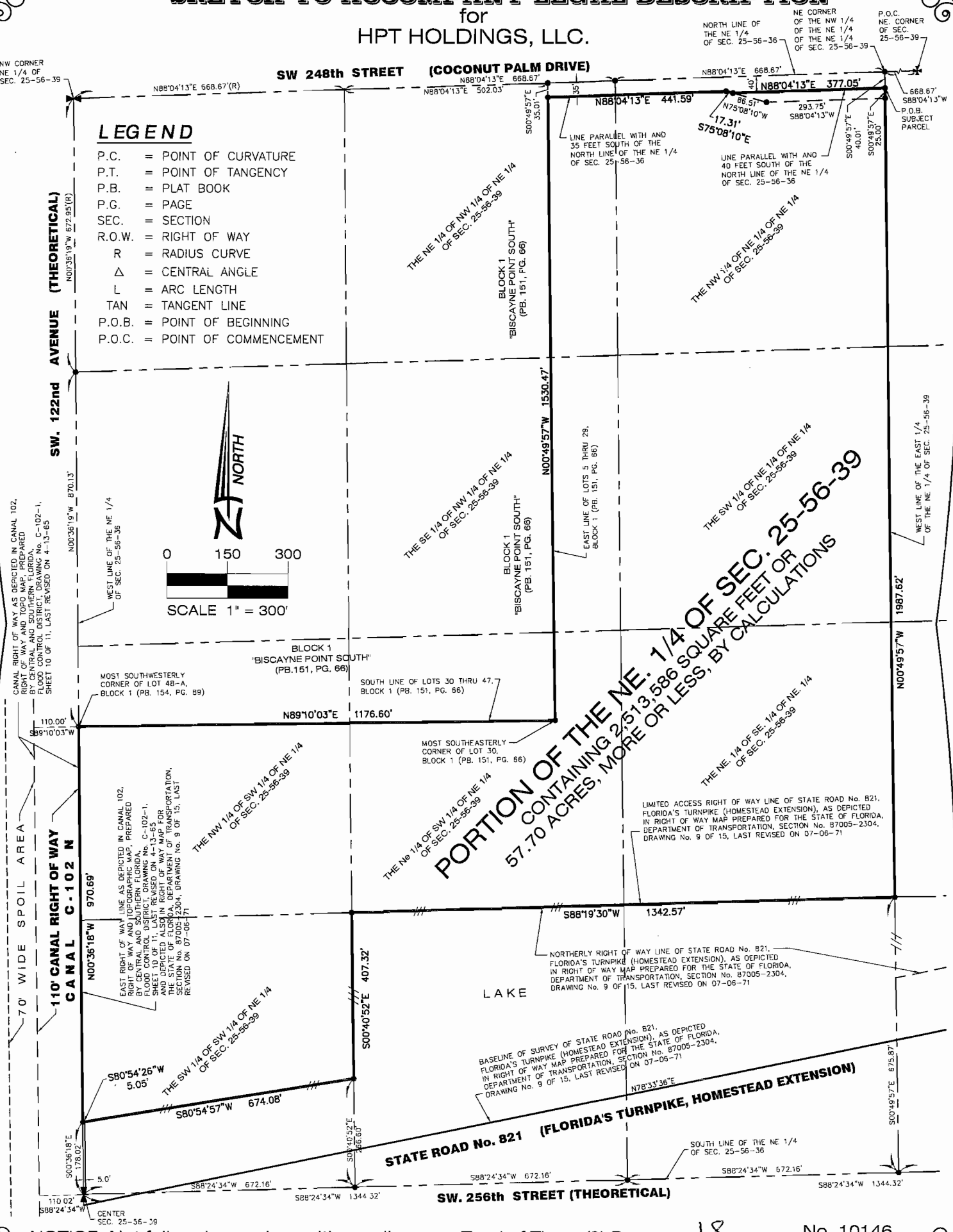
LOCATION MAP

N.T.S.

EXHIBIT "B"

LEGAL DESCRIPTION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
HPT HOLDINGS, LLC.



NOTICE: Not full and complete without all pages. Total of Three (3) Pages

18

No. 10146
Page 1 of 3

Z:\10146 12000 SW 248 STREET\dwg\10146 Sketch and Legal Site.dwg 9/12/2011 12:35:48 PM EDT

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
HPT HOLDINGS, LLC.

LEGAL DESCRIPTION:
HEMINGWAY POINT SITE

A portion of land in the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of said Section 25; thence S88°04'13"W along the North Line of the Northeast 1/4 of said Section 25 for 668.67 feet to a point on the Northeast Corner of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 25; thence S00°49'57"E along the East Line of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 25, said line also being the West Line of the East 1/4 of the Northeast 1/4 of said Section 25 for 40.01 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue S00°49'57"E along said West Line of the East 1/4 of the Northeast 1/4 of said Section 25 for 1,987.62 feet to a point on the most Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), as depicted in Right of Way Map, prepared by the Florida Department of Transportation, Section 87005-2304, Sheet 9 of 15, last revised July 6, 1971; thence S88°19'30"W along said most Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), for 1,342.57 feet to a point on the said Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension); thence S00°40'52"E along said Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), for 407.32 feet to a point on the Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension); thence S80°54'57"W along said Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), for 674.08 feet; thence S80°54'26"W along said Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), for 5.05 feet to a point on the East Right of Way Line of Canal C-102 N as depicted in Canal 102, Right of Way and Topographic Map, prepared by Central and Southern Florida, Flood Control District, drawing No. C-102-1, Sheet 10 of 11 and last revised April 13, 1965, said line also being the West Line of the Northeast 1/4 of said Section 25; thence N00°36'18"W along said the East Right of Way Line of Canal C-102 N and said West Line of the Northeast 1/4 of said Section 25 for 970.69 feet to a point on the most Southwesterly Corner of Lot 48-A, Block 1 of "BISCAYNE POINT SOUTH ADDITION", according to the plat thereof, as recorded in Plat Book 154, at Page 89, of the Public Records of Miami-Dade County, Florida; thence N89°10'03"E along the South Line of said Lot 48-A, Block 1 of "BISCAYNE POINT SOUTH ADDITION" and the South Line of Lots 30 through 47, inclusive, in Block 1 of "BISCAYNE POINT SOUTH", according to the plat thereof, as recorded in Plat Book 151, at Page 66, of the Public Records of Miami-Dade County, Florida, for 1,176.60 feet to the most Southeasterly Corner of said Lot 30, Block 1 of "BISCAYNE POINT SOUTH"; thence N00°49'57"W along the East Line of Lots 5 through 29, inclusive, in Block 1 and along the East Line of Tract "B" of said plat of "BISCAYNE POINT SOUTH" for 1,530.47 feet to a point on the South Right of Way Line of S.W. 248th Street (Coconut Palm Drive), said point being on a line 35.00 feet South of and parallel with the North Line of the Northeast 1/4 of said Section 25; thence N88°04'13"E along said South Right of Way Line of S.W. 248th Street (Coconut Palm Drive) and also said line being 35.00 feet South of and parallel with the North Line of the Northeast 1/4 of said Section 25, for 441.59 feet; thence S75°08'10"E for 17.31 feet; thence N88°04'13"E along a line being 40.00 South of and parallel with North Line of the Northeast 1/4 of said Section 25 for 377.05 feet to the Point of Beginning.

Containing 2,513,586 Square Feet and/or 57.7 Acres, more or less, by calculations.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
HPT HOLDINGS, LLC.

SOURCES OF DATA:

The Legal Description of the Subject Praperty was generated from the following sources of data:

– Quit Claim Deed, dated January 12th, 2011, recorded in Official Records Book 27554, Page 4771, Miami–Dade County Records. (PARCEL 1 and PARCEL 2)

– Township Maps prepared by Miami–Dade County, Public Works Department, Engineering Division Services, for Section 25, Township 56 South, Range 39 East, Miami–Dade County, Florida.

In addition, the following sources of data were used to the extent required to complete this document in a defensible matter, that is to say:

– A copy of Hemingway Point Site Plan prepared by Pascual, Perez, Kiliddjian & Associates, Architects and Planners with a physical address of 1300 NW 84th Avenue, Miami, Florida, 33126.

– Tentative Plat of Hemingay Point prepared by this Firm with an originol field date of December 8, 2010.

Bearings as shown hereon are based upon the North Line of the NE. 1/4 of Section 25, Township 56 South, Range 39 East, Miami–Dade County, Florida with an assumed bearing of N88°04'13"E.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other that that which appears on the underlying Plat of record. Please refer to the Limitations item with respect to possible restrictions of record and utility services.

LIMITATIONS:

Since no other information were furnished other than that is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Miami–Dade County, Florida or any other public and private entities as their jurisdictions may appear.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

INTENDED USE / EXPRESS PURPOSES:

It is understood by the Surveyor that the intended use of this document is to close, vacate and abandon a portion of of the described SW 248th Street Public Right of Way and to be reversed for title acquisition purposes.

SURVEYOR'S CERTIFICATE:

I hereby certify that this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J–17–05 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

By: _____ Date: 9/12/11

Eduardo M. Suarez, P.S.M.
Professional Surveyor and Mapper PSM6313
State of Florida
HADONNE CORP.
Land Surveyors and Mappers
Certificate of Authorization LB7097
1985 N.W. 88th Court, Suite 202
Doral, Florida 33172
305.266.1188 phone
305.207.6845 fax

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 5J–17–05 of the Florida Administrative Code.

EXHIBIT "C"

AFFIDAVIT OF OWNERSHIP AND CONSENT TO THE CREATION OF THE HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA

COUNTY OF Miami-DADE

On this 29 day of September, 2011, Arnaud Karsenti ("Affiant") personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Manager of HPT Holdings, LLC, a Florida limited liability company (the "Owner").

2. The Owner is the fee title owner of the following described real property, to wit:

See Exhibit "1" attached hereto (the "Property") **

3. Affiant hereby represents that she/he has full authority to execute all documents and instruments on behalf of the Owner, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to enact an ordinance to establish the Hemingway Point Community Development District (the "Proposed CDD").

4. The Property represents all of the real property to be included in the Proposed CDD.

5. The Owner hereby consents to the establishment of the Proposed CDD.

** LESS the property described in Exhibit "2" attached hereto.

FURTHER AFFIANT SAYETH NOT.

Print: Arnaud Karsenti
Title: Manager

Subscribed and sworn to before me this 29 day of September 2011, by Arnaud Karsenti, who personally appeared before me, and is personally known.

CATHERINE ELIZABETH MEDINA
MY COMMISSION # EE003163
EXPIRES July 02, 2014
(407) 398-0153 FloridaNotaryService.com

Notary: _____

Print Name: Catherine E. Medina

Notary Public, State of Florida

{00003655.DOC v.4}

EXHIBIT "1"

LEGAL DESCRIPTION OF PROPERTY

Exhibit A

HEMINGWAY POINT
METES AND BOUNDS LEGAL DESCRIPTION:

A portion of land in the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows: COMMENCE at the Northeast Corner of said Section 25; thence S88°04'13"W along the North Line of the Northeast 1/4 of said Section 25 for 668.67 feet to a point on the Northeast Corner of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 25; thence S00°49'57"E along the East Line of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 25, said line also being the West Line of the East 1/4 of the Northeast 1/4 of said Section 25 for 40.01 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue S00°49'57"E along said West Line of the East 1/4 of the Northeast 1/4 of said Section 25 for 1,987.62 feet to a point on the most Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), as depicted in Right of Way Map, prepared by the Florida Department of Transportation, Section 87005-2304, Sheet 9 of 15, last revised July 6, 1971; thence S88°19'30"W along said most Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), for 1,342.57 feet to a point on the said Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension); thence S00°40'52"E along said Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), for 407.32 feet to a point on the Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension); thence S80°54'57"W along said Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), for 674.08 feet; thence S80°54'26"W along said Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension),

for 5.05 feet to a point on the East Right of Way Line of Canal C-102 N as depicted in Canal 102, Right of Way and Topographic Map, prepared by Central and Southern Florida, Flood Control District, drawing No. C-102-1, Sheet 10 of 11 and last revised April 13, 1965, said line also being the West Line of the Northeast 1/4 of said Section 25; thence N00°36'18"W along said the East Right of Way Line of Canal C-102 N and said West Line of the Northeast 1/4 of said Section 25 for 970.69 feet to a point on the most Southwesterly Corner of Lot 48-A, Block 1 of "BISCAYNE POINT SOUTH ADDITION", according to the plat thereof, as recorded in Plat Book 154, at Page 89, of the Public Records of Miami-Dade County, Florida; thence N89°10'03"E along the South Line of said Lot 48-A, Block 1 of "BISCAYNE POINT SOUTH ADDITION" and the South Line of Lots 30 through 47, inclusive, in Block 1 of "BISCAYNE POINT SOUTH", according to the plat thereof, as recorded in Plat Book 151, at Page 66, of the Public Records of Miami-Dade County, Florida, for 1,176.60 feet to the most Southeasterly Corner of said Lot 30, Block 1 of "BISCAYNE POINT SOUTH"; thence N00°49'57"W along the East Line of Lots 5 through 29, inclusive, in Block 1 and along the East Line of Tract "B" of said plat of "BISCAYNE POINT SOUTH" for 1,530.47 feet to a point on the South Right of Way Line of S.W. 248th Street (Coconut Palm Drive), said point being on a line 35.00 feet South of and parallel with the North Line of the Northeast 1/4 of said Section 25; thence N88°04'13"E along said South Right of Way Line of S.W. 248th Street (Coconut Palm Drive) and also said line being 35.00 feet South of and parallel with the North Line of the Northeast 1/4 of said Section 25, for 441.59 feet; thence S75°08'10"E for 17.31 feet; thence N88°04'13"E along a line being 40.00 South of and parallel with North Line of the Northeast 1/4 of said Section 25 for 377.05 feet to the Point of Beginning.

EXHIBIT "2"

Exhibit B

PORTION OF SW 248th STREET (COCONUT PALM DRIVE) RIGHT OF WAY TO BE CLOSED, ABANDONED AND VACATED

A portion of SW 248th Street (Coconut Palm Drive) Right of Way lying in the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the NE Corner of said Section 25, Township 56 South, Range 39 East, Miami-Dade County, Florida; thence S88°04'13"W along the North Line of the Northeast 1/4 of said Section 25 for 668.67 feet to a point on the NE Corner of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 25; thence S00°49'57"E along the East Line of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 25 for 40.01 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue S00°49'57"E along said East Line of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 25 for 25.00 feet; thence S88°04'13"W along a line parallel with and 65.00 feet South of the North Line of the Northeast 1/4 of said Section 25, for 293.75 feet; thence N75°08'10"W for 86.51 feet; thence N88°04'13"E along a line parallel with and 40.00 feet South of the North Line of the Northeast 1/4 of said Section 25, for 377.05 feet to the Point of Beginning.

F:\WORK\10317\OpinionofTitleCDD.wpd

EXHIBIT "D"

INTIAL MEMBERS OF THE BOARD OF SUPERVISORS

1. Charles B. Morris, III
2. Jose R. Milan
3. Marvin J. Abarca
4. Donald David Deka Jr.
5. Shellaine Ramkishun

See attached resumes.

CHARLES B. MORRIS, III

1200 West Ave. Apt. 1416
Miami Beach, FL 33139-4324

charlesbradley@earthlink.net

Home: (305) 534-5880
Cell: (954) 261-6133

SUMMARY

Assertive, results-oriented individual possessing a broad skill set encompassing development, sales, marketing and finance, with proven success in:

- Multifamily Development
- Client Management
- Project Management
- Corporate Financial Advisory
- Strategic Development
- New Business Acquisition

13th FLOOR INVESTMENTS L.L.C., Miami, FL. **2009 – Present**

A Miami-based, vertically integrated real estate investment and management firm that has been involved in various aspects of the real estate industry for the past decade with a focus on acquiring and operating distressed real estate in SE and SW Florida.

Chief Operating Officer

- Currently, manage sales and leasing, rental operations and risk management for 13th Floor Investments and Florida Real Estate Value Funds ("FREVF") assets.
- Handle Association representation (HOA and COA) on our communities that we purchase, as well as act as Director on Boards of Supervisors of the Community Development Districts ("CDD") that manage fixed assets within our Projects.
- Direct ARKS-13th Floor associates, field project managers and third-party property managers to insure the financial stability of each deal for our investors and create value-added asset management.
- Put in place along with construction, asset management principal of the Firm infrastructure and procedure for management of all Projects.

WOOD PARTNERS L.L.C. ("WP"), Boca Raton, FL. **2005-2008**

A national real estate company that develops, constructs and acquires high density and mixed-use apartment communities based in Atlanta, GA. Since inception, the company has been involved in the development of more than 30,000 units with a total investment of more that $4 billion nationally.

Development Associate

- Managed finance, design, construction and eventual sale of "The Edge," a $103.5 million, 307-unit, 15-story hi-rise condominium in downtown West Palm Beach, FL.
- Formed new JV partnership with Miami-based ARKS L.L.C. and directed the development of "Urbanice," a company created to build and market 4 work force mid-rise condominium buildings (200-units), representing $75 million of total investment in Little Havana, Miami.
- Worked with Master Developers Rockefeller Development Group and Kimco Realty (NYSE: KIM) to negotiate LOI and Purchase and Sale Agreement for $8.6 million tract of land and obtain site plan approval to construct a $45 million, 363-unit apartment building at the Miramar Town Center in Miramar, FL.
- Repositioned multifamily site and devised strategy to develop a 163-bed, 88-unit medical student/resident apartment for the Univ. of Miami Miller School of Medicine at the Jackson Memorial Hospital in Miami, FL.

BROOKS MARINE GROUP ("BMG"), Ft. Lauderdale, FL. **2004 – 2005**

A start-up executive search firm dedicated to strategic search for boat manufacturing and marine accessories suppliers across the U.S.

Vice President - Business Development

- Partnered with President of BMG to devise strategic plan to grow recruiting revenue, analyze new lines of business, place adequate financial controls on corporate cash flow activities and increase enterprise value.
- Converted 4 prospects to recruiting clients and closed $100 thousand in recruiting business (7 transactions) – a doubling of firm sales in first year of partnership.

IRONSTONE BANK, Ft. Lauderdale, FL. **2004**

First Citizens Bancshares' ("FCB") franchise serving Georgia, Florida and the western states of Texas, Arizona, Colorado, New Mexico and California.

Strategy Consultant

- Consulted with Chairman of FCB to explore the feasibility of a private banking offering of bundled concierge services targeting high net worth Latin American clients in South Florida.

WACHOVIA CORPORATION, Charlotte, NC. **1998 - 2003**

Wachovia Securities, Associate Client Manager 2001 - 2003

Member of Forest Products Industry Specialization Group, which marketed Wachovia Securities' corporate finance products to companies in the forest products sector. Dealt extensively with executive level and senior financial personnel of clients; conducted annual relationship review and sales planning with senior client manager; wrote sales call reports and managed internal sales management database to track transactions won/lost.

- Launched timberland asset securitization to market by directing cross-departmental team of associates and analysts in a feasibility study of new corporate finance product. Wachovia Securities became the first bank to offer a timberland asset securitization within a month after team completed its analysis.
- Actively involved in the following representative transactions: Louisiana-Pacific: Financial advisor, arranger and structuring agent on $450 million timberland installment sale ($9 million in revenue). Boise Cascade: Co-manager on $172.5 million convertible preferred note offering ($450,000 in revenue).

Wachovia Bank, N.A., Associate Relationship Manager 1998 - 2001

Member of Charlotte calling office of U.S. Corporate Finance Division, which was responsible for a $3.2 billion loan portfolio, banking public and private companies with revenue exceeding $200 million. Served as primary financial analyst for team, generating excel models for credit risk assessment, capital markets transactions and capital structure analyses; crafted and produced sales presentations for senior credit and corporate finance products; participated actively in sales calls.

- Identified 250 public, 3500 private companies and qualified 100 key prospects that were subsequently converted to bank clients (approximately $2 billion in new loans and $10 million in corporate finance fees) through management of a project team of 6 bankers charged with prospect development initiative.
- Doubled revenue targets of $4 million in capital markets fees and $400 million in new loan underwriting each year with Wachovia Bank.
- Actively involved in the following representative transactions: Delhaize America: Co-arranger on $3.5 billion acquisition facility for purchase of Hannaford Brothers. Co-manager on $2.5 billion bond issue to repay acquisition facility ($2 million in revenue). The Liberty Corporation: Equity derivative to fund $20 million share repurchase program.

CAPITAL MARKETS ARGENTINA ("CMA"), Buenos Aires, Argentina. **1997**

Private brokerage, asset management and investment bank for high net worth individuals. CMA was a financial advisor to and participated in privatization of state-owned Argentine oil concern, YPF.

Emerging Markets Intern

- Increased assets under management 400% through design and execution of a marketing strategy for 4 CMA mutual funds.
- Devised and placed a $500 million, dollar-denominated, global unit investment trust composed of Argentine Brady and sovereign bonds as a junior member of product development team.

BYRUM LUMBER COMPANY, Raleigh, NC. **1994 - 1996**
Regional distributor of building products to professional builders with $15 million in revenue. Company is now part of Dallas, Texas-based Builders FirstSource.

General Sales Associate

- Increased annual revenue by 15% over 2 year period through the generation of new accounts with Zaring Homes and Centex Corporation.
- Saved firm $75 thousand in lost orders through collaboration with Georgia-Pacific on correction of a regional manufacturing process that caused a chronic defect in window product line.

EDUCATION

Moore School of Business, The University of South Carolina, Columbia, SC.
Master of International Business Studies Program, MIBS Degree, May 1998. GPA 3.9/4.0

Davidson College, Davidson, NC, May 1994.
Bachelor of Arts – History, Concentration in Economics, GPA: 3.2/4.0

Instituto Tecnológico y de Estudios Superiores de Monterrey, Guadalajara, Mexico.
Intensive Business Language Training, May - June 1997

Universidad de Cantabria, Santander, Spain.
Junior Semester Abroad, September - December 1992, GPA: 4.0/4.0

HONORS/SERVICE

Valedictorian, Needham B. Broughton High School Class of 1990
Beta Gamma Sigma Honor Society, Moore School of Business - 1998
National Association of Securities Dealers (NASD), Series 7 and 63 licenses
Chairperson - Wachovia Volunteers 2000-2001, Member July 1999 - Feb. 2003
Charlotte Parks Department 2002 Corporate Challenge - Wachovia Team Captain
National Outdoor Leadership School (NOLS), Patagonia, Chile, Semester Course

LANGUAGE CAPABILITIES

Spanish: Excellent English: Native

JOSE R. MILAN

2820 SW 142nd Avenue, Miami, FL 33175
(305) 553-8717 • (305) 979-4347 (cell)
Email: joeym_01@yahoo.com • Website: http://www.linkedin.com/pub/jose-milan/7/305/300

EXECUTIVE SUMMARY

PROJECT MANAGEMENT, LAND DEVELOPMENT AND SITE ACQUISITION SPECIALIST

- Senior management construction professional with 20+ years experience in site acquisition, land development and project management for residential, commercial and industrial construction projects on behalf of top national and local home builders and commercial developers.
- Excellent communicator that focuses on leadership, team building, and mentoring during the entire development process to yield efficiency and effectiveness in decision-making.
- Entrepreneurial leader with extensive multi-disciplinary skills that enables upper management, project staffers and contractors to understand project objectives, achieve short-term and long-term goals and overcome challenges in delivering projects on time and under budget.
- Maximizes profits through the use of value engineering, quality control and process standardization for cost reductions during the entire life of the project.

PROFESSIONAL EXPERIENCE

JRM DEVELOPMENT GROUP INC, Miami, FL,
Consultant, May, 2008-present
Duties

- Specialized due diligence research of distressed and foreclosed development projects throughout South Florida for purchase from banks, mortgagees and note holders on behalf of investor clients.
- Perform inspections and obtain Certificates of Re-Occupancy for sale and purchase of foreclosed residential properties throughout Miami-Dade and Broward Counties.
- Represent property owners in code enforcement proceedings and non-compliance actions brought against their properties by local government agencies.

Key Achievements

- Sabal Palms – Tamarac, FL – 496-unit residential project (foreclosed) - Due diligence research of all land development and building permits, entitlements and approvals for purchase of entire project from original lender. Records obtained within 30 days for of closing of multi-million dollar transaction.
- Orchid Grove – Pompano Beach, FL – 481-unit residential project (foreclosed) - Due diligence research of all land development and building permits, entitlements and approvals for purchase of entire project (40% developed) from original lender. Records obtained within 30 days for closing of multi-million dollar transaction.
- The Estate of Jean C. Seipp – Property Manager of a 5-acre mango farm with 250 fruit-bearing trees, horse stables and equestrian riding pen.

The Enclave at Black Point Marina Community Development District, Miami, FL
Chairman, Board of Supervisors, January 2006 to July 2011
Duties

- Chairman of the special unit of local government responsible for the maintenance and administration of all common areas and infrastructure within the project.
- Coordination with the CDD managers, attorneys, engineers and contractors to ensure installation and execution of project maintenance program.
- Review and approve budgets and contracts for maintenance of landscaping and project infrastructure including lakes, roadways, hardscape and equipment.
- Ensure that proper maintenance procedures are followed and best management practices are utilized to ensure to ensure that safe, adequate and cost-efficient levels of service are performed within the project's boundaries.

PRIDE ROCK DEVELOPMENT GROUP INC, Miami, FL
Director of Planning and Land Development, May 2005 - May 2008
Duties

- Supervise 5 staff members, including on-site field personnel in the Planning and Land Development Division of home building and land development firm.
- Coordination of all property evaluation and site acquisition activities, including regulatory and government agency approvals and permits, site design, land development, land surveying and civil engineering, and installation, construction and certification of utilities and infrastructure prior to and during vertical construction.
- Project Management from conceptual/programming/planning stages thru design, construction and occupancy. Report to project executives; day to day client relations; manage design and construction teams as well as other required consultants; prepare/maintain project budgets and schedules; oversee project team performance and compliance with schedules, tasks and deliverables; review and approve contracts and invoices; and all other project related tasks required to perform our services.

Key Achievements

- Establish and managed new Planning and Land Development Division for the firm.
- Coordinate the successful acquisition, planning, entitlements and land development of six (6) single-family residential construction projects consisting of 885 lots on 500+ acres of property throughout South Florida..

THE FORD COMPANIES, Miami, FL
Development Consultant, March 1993 - May 2005

Duties

- Supervise a team of 7 full-time consultants for consulting engineering and land surveying firm.
- Manage staff in the preparation, submittal, and processing of applications for property entitlements, land development approvals and vertical construction permits on behalf of developer and home builder clients.
- Represent clients and appeared on behalf of the firm during public hearings and meetings before elected officials, regulatory boards and jurisdictional agencies for approval of projects.

Key Achievements

- Established and managed the Consulting Division for the firm.
- Made significant contributions in company management of the firm which allowed for the growth and successful expansion of the firm from 5 to over 50 employees.
- Managed and coordinated hundreds of residential, commercial and industrial land development projects.

FINE, JACOBSON, SCHWARTZ, BLOCK AND ENGLAND P.A., Miami, FL
Paralegal – Land Use and Real Estate, October 1987 – March 1993

Duties

- Worked with attorneys in the preparation, filing and processing of land use and real property applications, permits and approvals with government regulatory agencies
- Undertook due diligence research for site acquisitions, property tax appeals and zoning hearings on behalf of property owners, land developers and home building firms.

Key Achievements

- Worked directly with and was mentored by many of the top-level land use and zoning attorneys in the State of Florida in land use laws, administrative procedures and government regulations,
- Learned Land Use regulations from a wide variety of jurisdictions throughout the State of Florida
- Learned real estate law, property tax appeals, and other legal transaction procedures.
- Learned to prepare for public hearings and meetings with elected officials, public boards and regulatory staff.

MIAMI DADE COUNTY PLANNING AND ZONING DEPT, Miami, FL
Zoning Processor I/Customer Service Lead Worker, February 1981 – October 1987

Duties

- Reviewed and processed applications for zoning and land use, subdivision plats, building permits and certificates of occupancy for the local government regulatory agency to ensure compliance with regulations.
- Provided customer service and information as required for citizens, contractors and other professionals by telephone and in person.

Key Achievements

- Learned local zoning, planning, subdivision and other land use and regulations
- Learned to read survey sketches, legal descriptions, subdivision plats, site plans and other technical plans.

SKILLS

• Project Management	Land Development	Site Acquisition
• Due Diligence Research	Property Evaluation	Site Planning and Design
• Zoning and Entitlements	Construction Permitting	Inspections and Regulatory Compliance
• Microsoft Office Suite	Microsoft Project	AutoCAD software
• Read technical plans	Leadership/Team Building	Spanish (speak, read and write fluently)

EDUCATION/TRAINING

Course work in Public Administration, Florida International University, Miami, FL
Associate of Arts in Business Administration, Miami-Dade Community College, Miami, FL

Marvin J. Abarca, P.E.
8010 N.W. 186 Terrace
Miami, FL. 33015
(305) 829-2418
e-mail: marvin@abengineers.net

REGISTRATION:

Professional Engineer, State of Florida: # 49529, license issued in 1995.

EXPERIENCE:

AB Engineers, Inc., Miami Lakes, Fl., since 1998 to present

Title: President/Owner

Duties: Overseeing the site development projects from all phases since drafting until permitting. Preparation of Civil Engineering Plans such water, sewer stormwater management for commercial, residential and industrial subdivisions, contracting and administration of projects, construction inspections to ensure complying of permitted documents.

Robayna & Associates., Inc., Miami Lakes, Fl., since 1988 to 1997

Title: Project Manager

Duties:
1996 to 1997 In charge of all civil design projects for commercial, residential and Industrial subdivisions. Supervise civil designers and drafting personnel, Oversee the permitting Interact with government officers for quality control of projects. Deal with companies client to optimize the designs.

Title: Design Engineer

Duties:
1992 to 1995 Land Developments. Roadway Design. Preparing Engineering Plans for Subdivisions such Paving & Drainage, Water & Sewer, Traffic & Signing. Preparing Cost Estimates. Specifications for Bids. Permitting at Governmental Agencies to get Plans Approval. Development Design for Subdivision, which includes the preparation of Geometry & Title Sheet for Plat Records. Generating Information for Surveyor's Layout for Roadway, Building & Houses using software (Digicad, Autocad).

1990-1992 Cad Operator/Designer

1988-1990 Assistant Field Surveying

Other Duties: Structural Inspections in Residential Homes

1985 to 1987 **Elvir, Herdocia, Contractors**
Managua, Nicaragua.

Title: Resident Engineer

Duties: Supervising several residential construction. Remodeling Embassies of Germany & England. Supervising Two School Building 50,000 sq. ft.

1984 to 1985 **Construction Projects, Contractors**
Managua, Nicaragua.

Title: Resident Engineer

Duties Supervising in Construction of two Buildings. One for Storage Tobacco 60,000 sq. ft. and Office Building 16,000 sq. ft

1981 to 1983 **Cisneros & Conrado, Consulting Engineers**
Managua, Nicaragua.

Title: Assistance Design Engineer

Duties: Assistance in Design for 51 Miles of Rural Road includes computations of Vertical & Horizontal Curves, Quantities Constructions. Inspector in Construction of 10 Silos for Storage of Grains.

1980 to 1981 **Catastro Appraisal of Properties**

Title: Appraiser

Duties: Pricing & Cost Estimates for Residential, Commercial & Industrial Buildings for Tax purposes.

Education:

1995 Board of Florida Professional Engineers License.

1981 Bachelor of Science in Civil Engineering.

1975 to 1981 Graduate from Autonomous National University of Nicaragua

Associations:

American Society of Civil Engineers (ASCE)

Skills/Competencies:

Knowledge on AutoCAD 2007, StormNET, RC-4, Microsoft Word and Excel.

Donald David Deka Jr.

16458 132ND Terr. N,
Jupiter, FL 33478

Home: 561-290-5760
Cell: 561-339-9815

PROPERTY MANAGER / CIVIL ENGINEER / GENERAL CONTRACTOR
LAND DEVELOPMENT MANAGER / CONSTRUCTION SUPERVISOR

EXPERIENCE:

- More than 22 years experience in site planning, site geometry, preliminary and final civil site design engineering, permitting and development.
- More than 20 years experience in Civil Engineering construction design and inspections including accurate takeoffs, estimating, Inspections of water distribution and sewage collection installation, including fire Sprinkler lines, also inspections of paving and drainage including ADA and handicap accessibility codes, reviewing payment requisitions and coordinating projects from permitting to certifications from all governing agencies.
- Over last 25 years I have worked in property maintenance overseeing all aspects of Property maintenance actually working in lawn care and customer service.
- As a certified general contractor, I have knowledge of building codes, building construction, architectural plans, OSHA regulations.
- Experience in full on-site management in construction and land development.
- Effectively schedule, monitor and inspect all projects from start to completion.
- Work efficiently with architects, engineers, developers, contractors, inspectors and city officials.
- Knowledge of WordPerfect, Microsoft Word, Microsoft Excel, Quattro Pro, Microsoft Project, Microsoft Outlook, AutoCAD and Microstation.
- Positive Morals with a high level of integrity and a willingness to learn and motivate others while achieving personal growth; and most of all, the ability to work well under pressure to meet deadlines.
- Understands the work that needs to be performed in the residential and/or commercial real estate market, including land acquisitions, entitlements, land development, and building construction.
- Capable of managing all land development construction operations, preparing construction budgets, and properly negotiating contracts.
- Knowledge of ADA and Handicap Accessibility Codes
- Design and construction knowledge of all major roadway, and bridge construction.
- Field testing and inspecting for all roadways and utilities per city / county / state requirements. Also, being able to verify field quantities for contractor's payment requisition,
- Review of all as-built and record drawing information from water, sewer, drainage, roadways, lake slopes, FPL pad locations, and building pads.
- Resolves field conflicts without slowing project progress.

- Accurately prepare detailed Quantity Estimates and Cost Estimates.

EMPLOYMENT:

Winningham & Fradley Inc. Sept.1988-June 2005
111 NE 44th Street
Oakland Park, FL 33334
954-771-7440 Contact: Werner T. Vaughan P.E. (Principal)

Project Engineer and Inspector
Responsible for all construction projects from preliminary site design, cost estimates, site planning, and engineering with all governing agencies for site plan approval.
Also, after site plan approval process, I was responsible for the design of the civil engineering, permitting, construction, certifications and bond reductions for all governing agencies. Furthermore, I monitored and inspected all site construction and reviewed and approved all pay requisitions from start to completion.

Centerline Homes
825 Coral Ridge Drive June 2005-April 2007
Coral Springs, FL
954-344-8040 Contact: Joe Keith V.P. Land Development and Acquisitions

Land Development Manager
I was responsible for overseeing, and managing in a timely manner, all of land development and amenities. (Recreation center, guardhouses, gazebos, mail Kiosk etc.) Responsibilities included, reviewing architectural and civil plans for budget engineering, bidding and negotiating proposals, contracting, respectfully dealing with all governing agencies including city engineering and utilities departments, phone (BellSouth), FPL, Cable (Adelphia, hometown, etc), managing earthwork, underground utilities (water & sewer), paving and drainage, landscaping and irrigation of all common areas, bond releases, certifications from DEP, SFWMD, city utilities and engineering departments. Also, I was responsible for preparing preliminary budgets for earthwork, and utilities for new and upcoming projects, including the involvement of acquisitions and entitlements of future properties.

Winningham & Fradley Inc. April 2007-March 2010
111 NE 44th Street
Oakland Park, FL 33334
954-771-7440 Contact: Werner T. Vaughan P.E. (Principal)

Project Design Engineer
Due to the slowdown in construction, I was laid off, and my previous employer brought me immediately back to their company. Responsible for all construction projects from preliminary site design, cost estimates, site planning, and engineering with all governing agencies for site plan approval. Also, after site plan approval process, I was responsible for the design of the civil engineering, permitting, construction, certifications and bond reductions for all governing agencies. Furthermore, I monitored and inspected all site construction and reviewed and approved all pay requisitions from start to completion. I was responsible of many municipality rehabilitation projects throughout Broward County, FL

Palm Beach Broward Landscaping March 2010- May 2011
11030 BlueJay Lane
Boynton Beach, FL 33437
954-444-1253 Contact: Daryl Deka. (Principal)

Project Design Engineer
Currently due to layoff, I am working in property maintenance through my brothers company. I am presently one of the property managers and manage four (5) properties for Palm Beach Broward Landscaping with the smallest being 500+ units and the largest being 1300+ units all single family developments in Boynton Beach. I oversee lawn maintenance, irrigation maintenance, tree trimming (Arbor Care), hedge trimming, fertilization, and any homeowners concerns. I am a certified Florida General Contractor and oversee any special projects that Palm Beach Broward acquires that may need experienced construction knowledge.

13th Floor Investments and ARKS General Contractors May 2011- Present
4949 SW 75th Avenue
Miami, FL 33155
786-220-0460 Contact: Robert Suris. (Principal)

Land Development Manager
I am responsible for overseeing, and managing in a timely manner, all of land development, construction and amenities. (Apartment buildings, recreation center, guardhouses, gazebos, mail Kiosk etc.) Responsibilities included, reviewing architectural and civil plans for budget engineering, bidding and negotiating proposals, contracting, respectfully dealing with all governing agencies including city engineering and utilities departments, phone (BellSouth), FPL, Cable, managing earthwork, underground utilities (water & sewer), paving and drainage, landscaping and irrigation of all common areas, bond and letter of Credit releases, certifications from DEP, SFWMD, city utilities and engineering departments. I am responsible for preparing preliminary budgets for earthwork, and utilities for new and upcoming projects, including the involvement of acquisitions and entitlements of future properties.

EDUCATION:

Piper High School, Sunrise, FL Graduated in1988

Broward Community College, Davie, FL 1988-1991
Major: Engineering

Florida Atlantic University. 1992-1994
Major: Ocean Engineering

Completed State of Florida
General Contractors Exam - Lic. No. CGC062553 2001

Completed Storm Water, Erosion and Sedimentation
Control Inspector Training Program Sept. 2003

Shellaine Ramkishun

6850 SW 132nd Street, Pinecrest, Florida 33156
(786) 229-1360, sramkish@gmail.com

Professional Summary

Construction Project and Financial Management, Estimating, Value Engineering with over 14 years experience in the following fields, both in the Public and Private Sectors:

High-Rise Condominium	Hotels	Cultural Centers
Hospitals	Schools	Arenas
Banks		

13th Floor Investments, LLC. March 2011 - Present

Project Manager

- Land Development and Due Diligence
- Coordination between Field and Corporate office
- Coordination with County and City officials
- Coordination with external Professionals

Krama Construction, Inc. February 1997 – March 2011

President

- Construction, Financial, and Small Business Management
- Field Coordination
- Coordination with County and City officials
- Contract Management, Value Engineering, and Bidding
- New Project and Business Development

Lochaven Mortgage 1998 - 1995

Administrative Assistance

Miami Sales and Export Company 1990 - 1995

Administrative Assistance

Education

Florida International University Present

- Master Degree Candidate in Construction Management

Florida International University August 2000

- Bachelor of Science in Computer Science

Languages

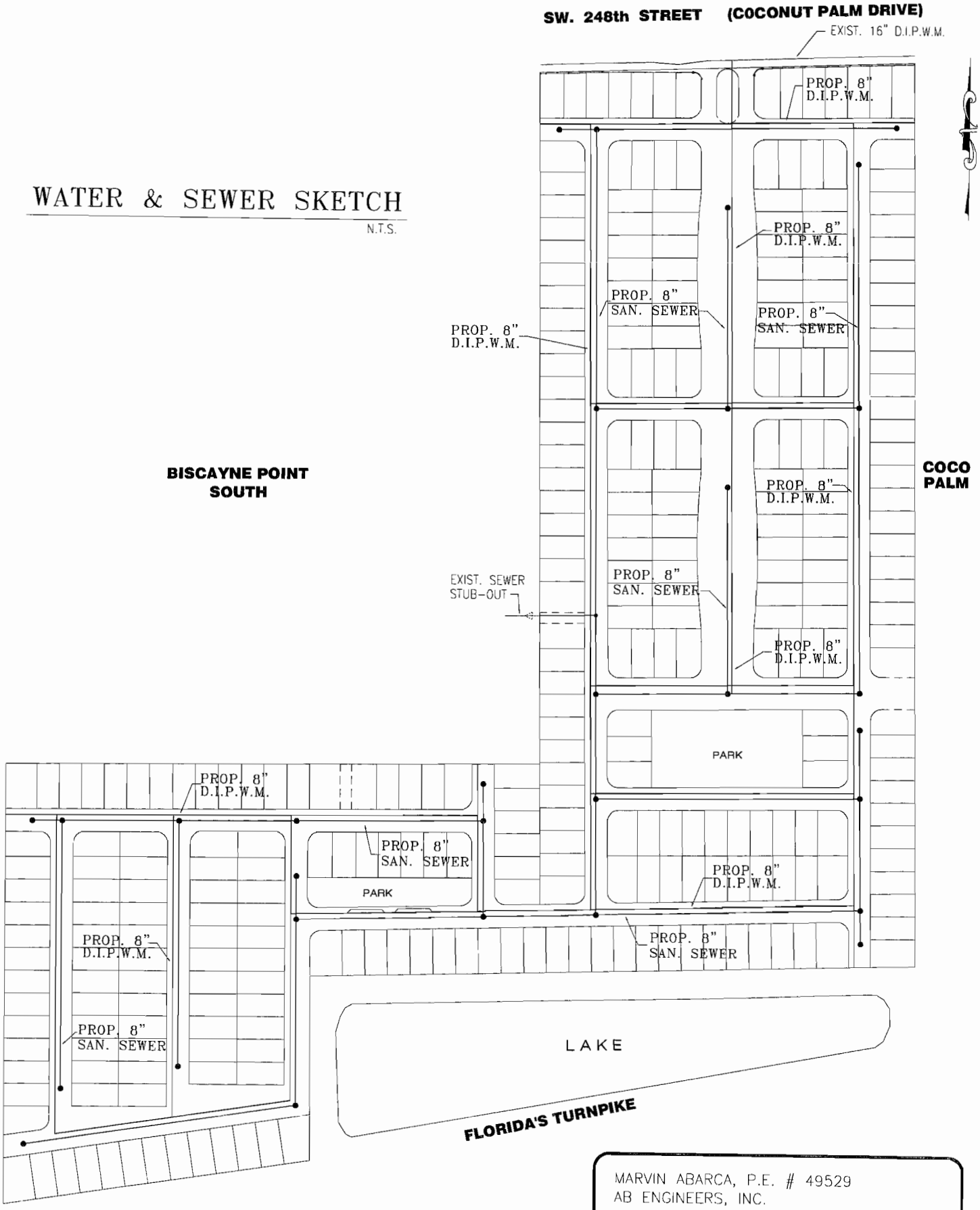
- English, Spanish, Portuguese, and Dutch

EXHIBIT "E"

EXISTING WATER AND SEWER MAINS

WATER & SEWER SKETCH

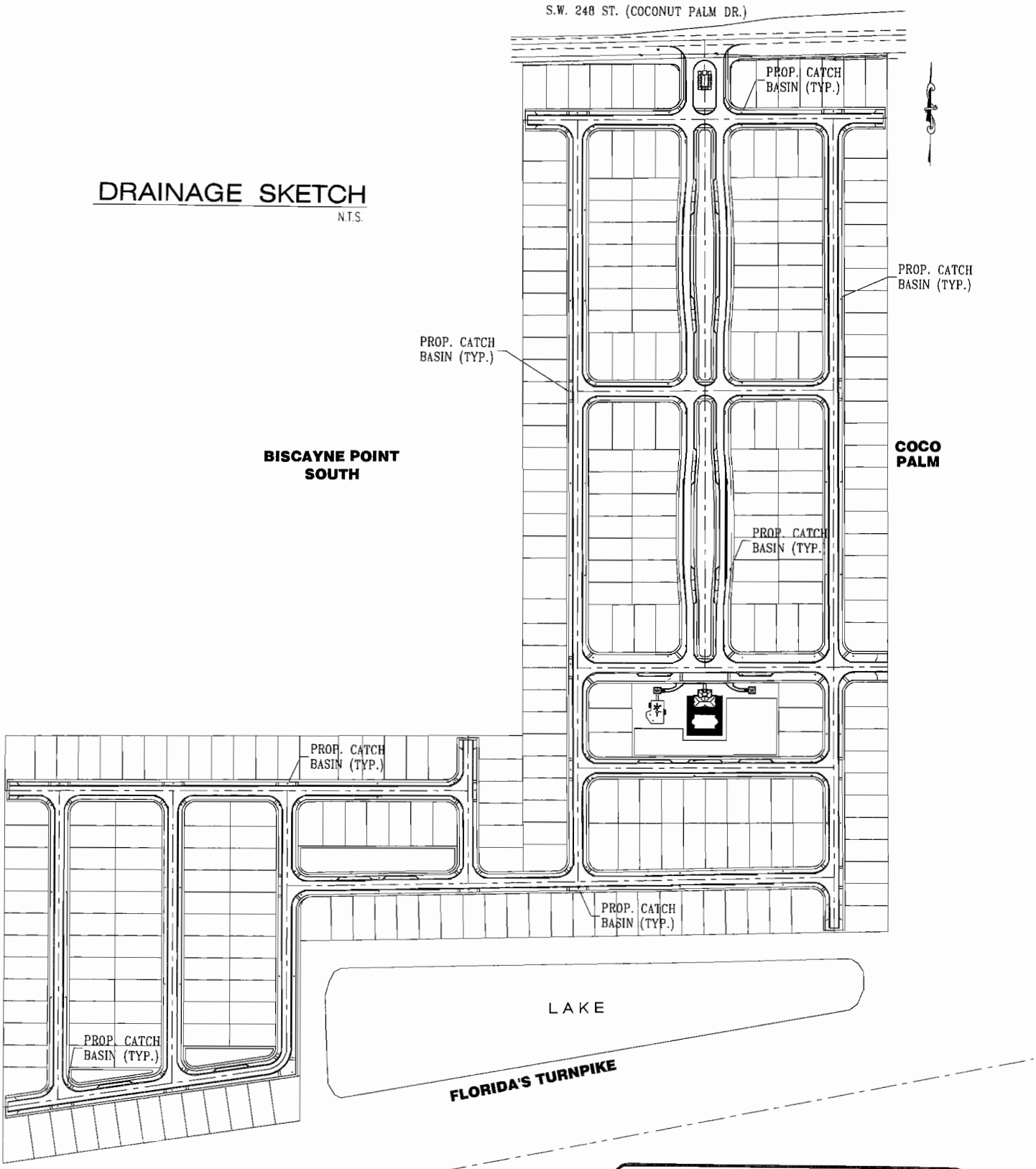
N.T.S.



MARVIN ABARCA, P.E. # 49529
AB ENGINEERS, INC.
8010 N.W. 186 TERRACE MIAMI, FL. 33015
TEL.: (305) 829-2418
marvin@abengineers.net

DRAINAGE SKETCH

N.T.S.



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AB ENGINEERS, INC.
8010 N.W. 186 TERRACE MIAMI, FL. 33015
TEL.: (305) 829-2418
marvin@abengineers.net

EXHIBIT "F"

PROPOSED TIMETABLE FOR CONSTRUCTION OF IMPROVEMENTS

Phase I *

Description	Estimated Start	Estimated Finish
1. Water System	December 2011	March 2012
2. Sewer System	December 2011	March 2012
3. Water Management and Control Facilities	January 2012	March 2012
4. Road Improvements	April 2012	June 2012
5. Open Space, Recreation and Landscaping	June 2012	October 2012

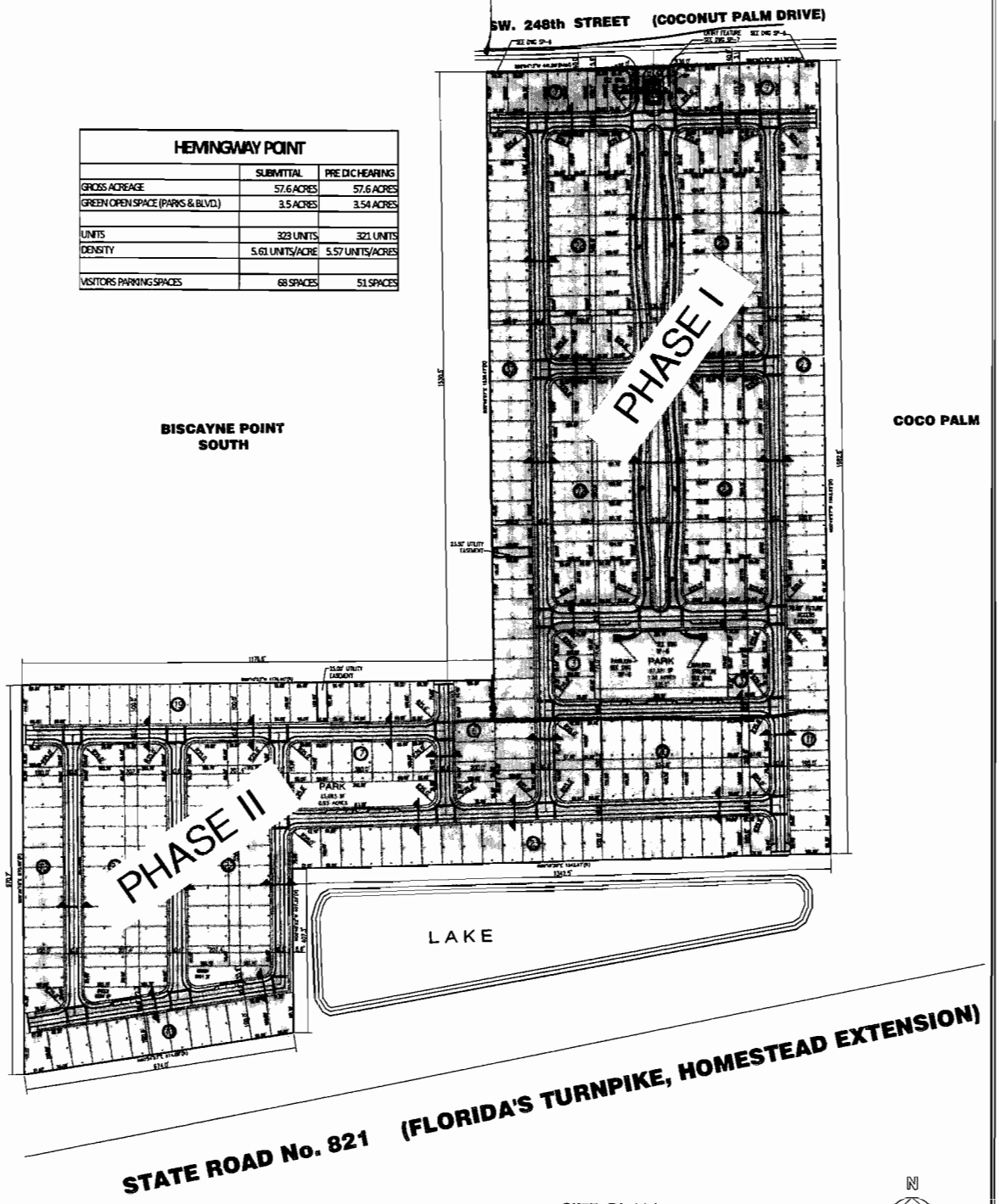
Phase II *

Description	Estimated Start	Estimated Finish
1. Water System	December 2012	March 2013
2. Sewer System	December 2012	March 2013
3. Water Management and Control Facilities	January 2013	April 2013
4. Road Improvements	April 2013	July 2013
5. Open Space, Recreation and Landscaping	June 2013	July 2013

*** See attached Site Plan**

HEMINGWAY POINT
SITE PLAN

HEMINGWAY POINT		
	SUBMITTAL	PRE DIC HEARING
GROSS ACREAGE	57.6 ACRES	57.6 ACRES
GREEN OPEN SPACE (PARKS & BLVD.)	3.5 ACRES	3.54 ACRES
UNITS	323 UNITS	321 UNITS
DENSITY	5.61 UNITS/ACRE	5.57 UNITS/ACRES
VISITORS PARKING SPACES	68 SPACES	51 SPACES



SITE PLAN
SCALE: 1:120

N

44

PASCUAL, PEREZ, KILIDDJIAN & ASSOCIATES
Architects · Planners

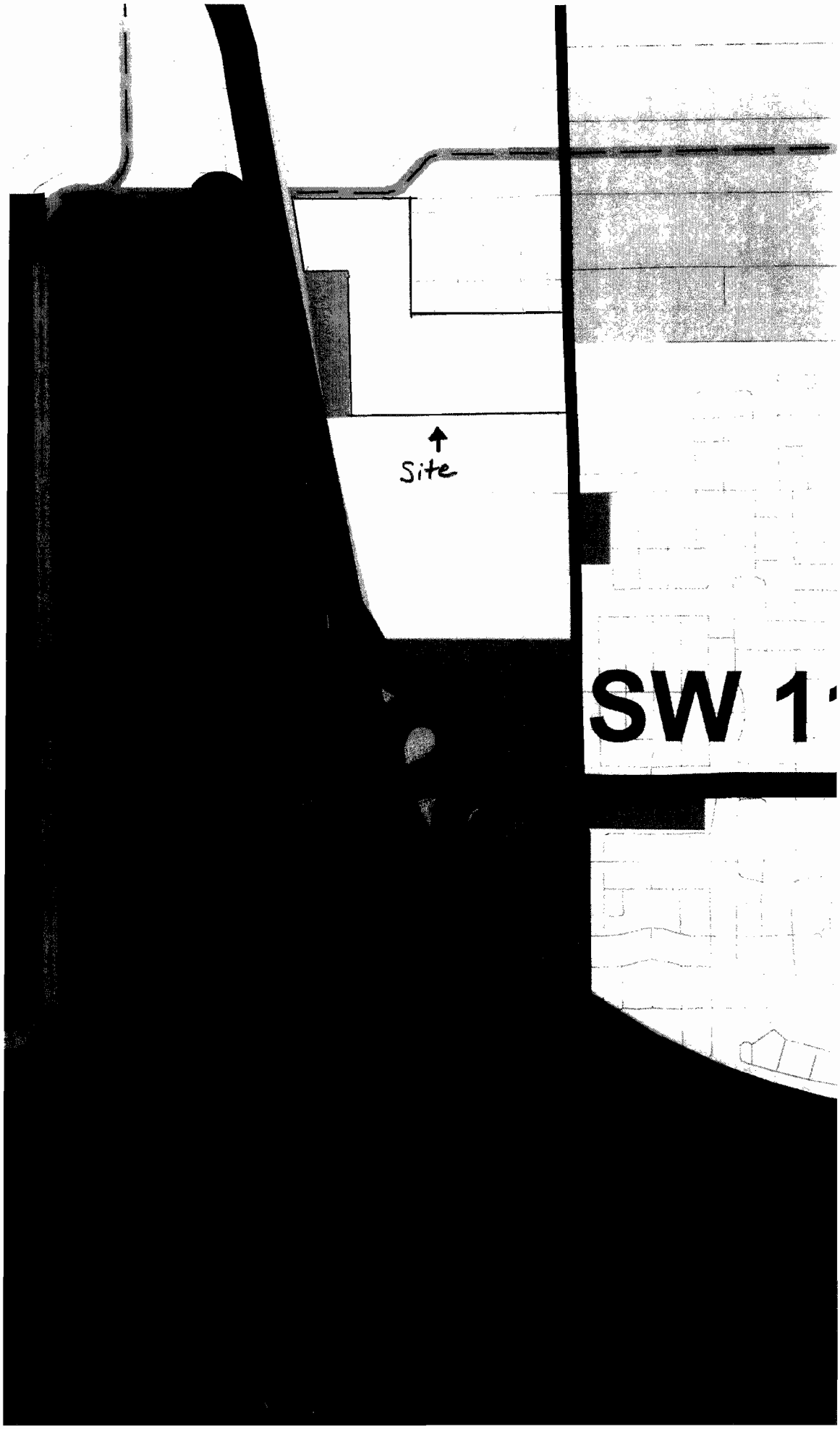
EXHIBIT "G"

GOOD FAITH ESTIMATE OF COSTS OF CONSTRUCTION OF DISTRICT IMPROVEMENTS

Description	Amount
Water System	$ **1,234,000**
Sewer System	$ **921,700**
Water Management and Control Facilities	$ **1,260,000**
Road Improvements	$ **2,140,000**
Open Space, Recreation and Landscaping	$ **710,700**
Total Costs:	**$ 6,266,400**

EXHIBIT "H"

FUTURE LAND USE MAP


Site
SW 1

ADOPTED 2015 AND 2025 LAND USE PLAN * FOR MIAMI-DADE COUNTY, FLORIDA

RESIDENTIAL COMMUNITIES

ESTATE DENSITY (EDR) 1-2.5 DU/AC
ESTATE DENSITY W/ ONE DENSITY INCREASE (DI-1)
LOW DENSITY (LDR) 2.5-6 DU/AC
LOW DENSITY W/ ONE DENSITY INCREASE (DI-1)
LOW-MEDIUM DENSITY (LMDR) 6-13 DU/AC
LOW-MEDIUM DENSITY W/ ONE DENSITY INCREASE (DI-1)
MEDIUM DENSITY (MDR) 13-25 DU/AC
MEDIUM DENSITY W/ ONE DENSITY INCREASE (DI-1)
MEDIUM-HIGH DENSITY (MHDR) 25-60 DU/AC
HIGH DENSITY (HDR) 60-125 DU/AC OR MORE/GROSS AC
TWO DENSITY INCREASE WITH URBAN DESIGN (DI-2)

INDUSTRIAL AND OFFICE
RESTRICTED INDUSTRIAL AND OFFICE
BUSINESS AND OFFICE
OFFICE/RESIDENTIAL
INSTITUTIONS UTILITIES, AND COMMUNICATIONS
PARKS AND RECREATION
METROZOO ENTERTAINMENT AREA
AGRICULTURE
OPEN LAND
ENVIRONMENTAL PROTECTION
ENVIRONMENTALLY PROTECTED PARKS

TRANSPORTATION (ROW, RAIL, METRORAIL, ETC.)
TERMINALS
EXPRESSWAYS
MAJOR ROADWAYS (3 OR MORE LANES)
MINOR ROADWAYS (2 LANES)

EXISTING RAPID TRANSIT / FUTURE RAPID TRANSIT

URBAN CENTERS * *

REGIONAL
METROPOLITAN
COMMUNITY

ADOPTED REGIONAL URBAN CTR
ADOPTED METROPOLITAN URBAN CTR
ADOPTED COMMUNITY URBAN CTR

* * Note: This symbol denotes an urban center where an area plan has been accepted by the Board of County Commissioners and codified in a zoning overlay district that shows the defined boundaries of the center.

2015 URBAN DEVELOPMENT BOUNDARY
2025 EXPANSION AREA BOUNDARY

WATER
CANAL
LEVEE/CANAL

Miles
0 0.4 0.8 1.6 2.4

EXHIBIT "I"

ZONING APPROVAL

MIAMI-DADE COUNTY
miamidade.gov

Department of Planning and Zoning
111 NW 1 Street, 11 Floor
Miami, Florida 33128

September 28, 2011

HPT Holdings, LLC
c/o Tracy Slavens
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

Re: Hearing No. 11-9-CZ15-1
Location: Lying East of SW 120 Place, between SW 248 Street & Homestead extension Florida Turnpike, Miami-Dade County, Florida

Dear Applicant:

Enclosed herewith is Resolution No. CZAB15-6-11, adopted by the Miami-Dade County Community Zoning Appeals Board, which **accepted your Declaration of Restrictions, approved your request for a district boundary change to RU-1M(a) (Item #1), and approved Items #2 and #3** on the above noted location. Please note the conditions under which said approval was granted, since failure to comply with stipulated conditions, if any, will result in the issuance of civil violation notices requiring payment of daily fines.

If, as stipulated in the resolution, building permits and/or use, occupancy or completion certificates will be required, note that permits must be obtained and final inspection approvals received for construction done or required prior to issuance of the applicable certificate(s). Payment of certificates may be subject to annual renewal. Application for permits and/or certificates related to use, occupancy or completion should be made with this Department, or the Building Department as appropriate. At time of permit application you must provide a copy of this resolution. If there are changes to plans submitted for the hearing, a plot plan is to be submitted in triplicate before detailed plans are prepared, as building permits will not be issued prior to approving said plan.

Please note that any aggrieved party may appeal the Board's decision to the Board of County Commissioners, within 14 days from the date of posting on the 11th floor of the Stephen P. Clark Building, 111 N.W. 1st Street, Miami, FL 33128. The date of posting is **September 12, 2011** In the event an appeal is filed, any action undertaken during the appeal period is at the applicant's risk.

Sincerely,

Earl Jones
Deputy Clerk

Enclosure

RESOLUTION NO. CZAB15-6-11

WHEREAS, **HPT HOLDINGS, LLC** applied for the following:

(1) PAD to RU-1M(a).

(2) Deletion of Planned Area Development Agreement recorded in Official Record Book 19775, Pages 3584 through 3601 and re-recorded in Official Record Book 24946, Pages 312 through 329.

The purpose of request #2 is to allow the applicant to delete a Planned Area Development Agreement that tied the site to a residential and ancillary commercial development and to allow the applicant to submit a new site plan showing a single family residence development.

(3) UNUSUAL USE to permit an Entrance Feature, to wit: an entry pavilion, reflecting pool and fountain.

Plans are on file and may be examined in the Department of Planning and Zoning entitled "Hemingway Point," as prepared by Pascual Perez Kiliddjian & Associates, dated stamped received 5/18/11, with sheets SP-1 & LP-1 last handwritten revision dated 6/10/11 and consisting of 25 sheets. Plans may be modified at public hearing

SUBJECT PROPERTY: PARCEL 1: The West 1/2 of the Northeast 1/4 of the Northeast 1/4, and the East 1/2 of the Northwest 1/4 of the Northeast 1/4, AND the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 AND the North 1/2 of the Southwest 1/4 of the Northeast 1/4 AND the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 AND the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 AND the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 AND the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, LESS The North 35 feet of the Northwest 1/4 of the Northeast 1/4 of the Northeast ¼ AND LESS The North 35 feet of the Northeast 1/4 of the Northwest 1/4 of the Northeast ¼ AND LESS The North 35 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 in Section 25, Township 56 South, Range 39 East AND LESS Beginning at the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East; thence run South along the West line thereof a distance of 35 feet; thence run East along a line which is 35 feet South of and parallel to the North line of said Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 25 for a distance of 275 feet to the Point of Beginning of this description; from said Point of Beginning continue thence along a line which is 35 feet South and parallel to the said North line of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 25 a distance of 394.62 feet, more or less, to a point of intersection with the East line of said Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 25; thence run South along the East line of said Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 25 a distance of 30 feet to a point, said point being 65 feet South of the North line of said Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 25, as the same is measured at right angles thereto; thence run West along a line which is 65 feet South of and parallel to the said North line of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 25 a distance of 294.62 feet, more or less, to a point, said point being 375 feet East of the West

line of said Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 25, deflecting thence at an angle of 16° 42' to the right run 104.4 feet to the Point of Beginning AND LESS That part of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, lying and being in Dade County, Florida, lying within the following described boundaries, to-wit: Begin at a ten-inch concrete monument marking the Southwest corner of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, said point being on the Easterly right of way line of Canal C-102 North; thence run North 00° 36' 22" West (bearing derived from the Florida State System of Plane Coordinates) along the Easterly right of way line 178.02 feet to a point; thence run North 80° 54' 57" East 5.06 feet to a point; thence run South 00° 36' 23" East 178.68 feet to a point; thence run South 88° 24' 37" West 5.00 feet to the Southwest corner of the Northeast 1/4 of said Section 25 and the Point of Beginning. AND LESS That part of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, lying and being in Dade County, Florida, lying within the following described boundaries, to-wit: Commence at a ten-inch concrete monument marking the Southwest corner of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East; thence run North 88° 24' 37" East (bearing derived from the Florida State System of Plane Coordinates) along the Southerly boundary of the Northeast 1/4 of said Section 25 for 5.00 feet to the Point of Beginning of the herein described parcel; thence run North 00° 36' 23" West 178.68 feet to a point; thence run North 80° 54' 57" East 674.13 feet to a point; thence run South 00° 40' 54" East 266.61 feet to a point of intersection with the Southerly boundary of the Northeast 1/4 of said Section 25; thence run South 88° 24' 37" West along said Southerly boundary 667.22 feet to the Point of Beginning. AND LESS That part of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, lying and being in Dade County, Florida, lying within the following described boundaries, to-wit:

Commence at a ten-inch concrete monument marking the Southwest corner of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East; thence run North 88° 24' 37" East (bearing derived from the Florida State System of Plane Coordinates) along the Southerly boundary of the Northeast 1/4 of said Section 25 for 672.22 feet to a point; thence run North 00° 40' 54" West 336.96 feet to the Point of Beginning of the herein described parcel; thence continue North 00° 40' 54" West 336.96 feet to a point; thence run North 88° 19' 35" East 671.34 feet to a point; thence run South 00° 45' 25" East 337.45 feet to a point; thence South 88° 22' 06" West 671.79 feet to the Point of Beginning. AND LESS That part of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, lying and being in Dade County, Florida, lying within the following described boundaries, to-wit:

Commence at the Northwest corner of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East; thence run South 00° 36' 19" East along the West line of the Northeast 1/4 of said Section 25 for a distance of 672.94 feet to the Point of Beginning of the herein described parcel; thence continue South 00° 36' 19" East along the West line of the Northeast 1/4 of Section 25 for a distance of 870.13 feet to a point; thence run North 89° 10' 03" East for a distance of 1176.60 feet to a point; thence run North 00° 49' 57" West for a distance of 1530.47 feet to a point, said point being on a line 35 feet South of and parallel to the North Line of the Northeast 1/4 of the said Section 25; thence run South 88° 04' 13" West along a line 35 feet South of and parallel to the North Line of the Northeast 1/4 of the said Section 25, for a distance of 836.48 feet to a point; thence run South 00° 38'

36" East for a distance of 638.42 feet to a point; thence run South 88° 09' 19" West for a distance of 334.77 feet to the Point of Beginning. AND LESS The East 239.25 feet of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East. AND LESS The East 239.25 feet of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, PARCEL 2: The East 239.25 feet of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, Miami-Dade County, Florida, less the North 65.0 feet for road purpose. AND The East 239.25 feet of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, Miami-Dade County, Florida.

LOCATION: Lying East of SW 120 Place, between SW 248 Street & Homestead extension Florida Turnpike, Miami-Dade County, Florida, and

WHEREAS, a public hearing of the Miami-Dade County Community Zoning Appeals Board 15 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:

1. **Residential Density Restriction.** That the number of dwelling units that may be developed on the Property shall not exceed three hundred and twenty-one (321).

2. **Site Plan.** That the Property shall be developed substantially in accordance with the plans entitled "Hemingway Point," as prepared by Pascual, Perez, Kiliddjian & Associates, consisting of 25 sheets, and dated stamped received May 20, 2011, with sheets SP-1 and LP-1 last handwritten revision dated June 10, 2011 (the "Site Plan").

3. **Developmental Impact Committee Recommendation.** That the Owner shall 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 the Developmental Impact Committee Executive Council meeting, which took place on July 27, 2011 for consideration of this application and incorporated herein by reference.

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 change to RU-1M(a) (Item #1) would be

compatible with the Comprehensive Development Master Plan, and 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 requested deletion of Planned Area Development Agreement recorded in Official Record Book 19775, Pages 3584 through 3601 and re-recorded in Official Record Book 24946, Pages 312 through 329 (Item #2), and the requested unusual use to permit an Entrance Feature, to wit: an entry pavilion, reflecting pool and fountain (Item #3) would be compatible with the area and its development and 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 would be consistent with the Comprehensive Development Master Plan, and that the requested unusual use (Item #1) 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 approve the application was offered by Marjorie Murillo, seconded by Patricia Forbes, and upon a poll of the members present the vote was as follows:

Patricia Forbes	aye	Diane Richardson	aye
Paul J. Morrow	aye	Gale L. Wimbley	aye

Marjorie Murillo aye

NOW THEREFORE BE IT RESOLVED by the Miami-Dade County Community Zoning Appeals Board 15, that the requested district boundary change to RU-1M(a) (Item #1) be and the same is hereby approved and said property is hereby zoned accordingly.

BE IT FURTHER RESOLVED that the requests that the requested deletion of Planned Area Development Agreement recorded in Official Record Book 19775, Pages 3584 through 3601 and re-recorded in Official Record Book 24946, Pages 312 through 329 (Item #2), and

the requested unusual use to permit an Entrance Feature, to wit: an entry pavilion, reflecting pool and fountain (Item #3) 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 of the Department of Planning and Zoning upon the submittal of an application for a building permit and/or Certificate of Use; said plan to include, but not limited to, location of structure or structures, 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 hearing entitled "Hemingway Point," as prepared by Pascual Perez Kiliddjian & Associates, dated stamped received 5/20/11, with sheets SP-1 & LP-1 last handwritten revision dated 6/10/11 and consisting of 25 sheets.

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

4. That the applicant submit to the Department of Planning and Zoning for its review and approval a landscaping plan which indicates the type and size of plant material prior to the issuance of a building permit and to be installed prior to the issuance of a Certificate of Use.

5. That the 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 the July 27, 2011 DIC of this application and incorporated herein by reference.

BE IT FURTHER RESOLVED, notice is hereby given to the applicant that the request 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.

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.

The Director is hereby authorized to make the necessary changes and 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 7th day of September, 2011.

Hearing No. 11-9-CZ15-1
ej

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Earl Jones, 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 15, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. CZAB15-6-11 adopted by said Community Zoning Appeals Board at its meeting held on the 7th day of September, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 15th day of September, 2011.

Earl Jones, Deputy Clerk (3230)
Miami-Dade County Department of Planning and Zoning

SEAL

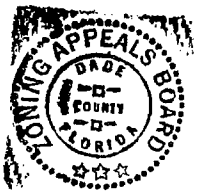


EXHIBIT "J"

STATEMENT OF ESTIMATED REGULATORY COSTS

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to form **Hemingway Point Community Development District** ("District"). The District comprises approximately 57.7 gross acres of land located within the unincorporated area of Miami-Dade County (the "County"), Florida. The limitations on the scope of this SERC are explicitly set out in Section 190.002 (2) (d), Florida Statutes as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the Hemingway Point Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the Hemingway Point Community Development District. Hemingway Point Community Development District will encompass approximately 57.7 gross acres.

The Development plan for the proposed lands within the District includes the construction of approximately 321 single family homes. All are authorized for inclusion within the District. A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." Section 190.002 (1) (a) F.S.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the county in which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as the Hemingway Point CDD. The scope of this SERC is limited to evaluating the consequences of approving the proposal to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541 (2), a statement of estimated regulatory costs must contain:

(a) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(b) A good faith estimate of the cost to the agency[1], and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(c) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.

(d) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. (Miami-Dade County is not defined as a small county for purposes of this requirement).

(e) Any additional information that the agency determines may be useful.

(f) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Hemingway Point Community Development District is a residential community designed for up to 321 single family units. Formation of the District would put all of these areas under the jurisdiction of the District. Prior to platting, and sale of any units, all of the land owned by the Developer and any other landowner will also be under the jurisdiction of the District.

[1] For the purposes of this SERC, the term "agency" means the County and the term "rule" means the ordinance(s) which the County will enact in connection with the creation of the District.

3.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

3.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 1,000 acres, therefore the County is the establishing entity under 190.005 (1) F.S. The costs to review the record of the local hearing, the transcript of the hearing, and the resolutions adopted by the local general purpose government will be offset by the filing fee required under 190.005 (1), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 169.412, Florida Statutes, the proposed district must pay an annual fee to the State of Florida Department of Community Affairs, which offsets such costs.

Miami-Dade County

The proposed land for the District is within the Miami-Dade County (the "County") and consists of approximately 57.7 gross acres. The County and its staff may process and analyze the petition, conduct public hearings with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources.

These costs to the County are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, potential costs are offset by the required filing fee. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the County because of the establishment of the District are also minimal. The proposed District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County.

3.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

4.0 A good faith estimate of the transactional costs are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. The roadway improvements, open spaces, recreational and landscaping, water management and control facility, water distribution system, sanitary sewer system, and related incidental costs, as described in Table 1, will be funded by the District.

Table 1. Interlaken Community Development District Proposed Facilities and Services

FACILITY	FUNDED BY	OWNERSHIP	O&M
Water Distribution System	**CDD**	**MDCWSD**	**MDCWSD**
Sanitary Sewer System	**CDD**	**MDCWSD**	**MDCWSD**
Water Management and Control Facility	**CDD**	**COUNTY*/CDD**	**COUNTY*/CDD**
Roadway Improvements	**CDD**	**COUNTY**	**COUNTY/CDD**
Open Spaces, Recreation, and Landscaping	**CDD**	**CDD**	**CDD**

Key: CDD=Community Development District, MDCWSD=Miami-Dade County Water and Sewer Department, O&M=Operations and Maintenance, *County will own and County or CDD will maintain drainage improvements in roadways.

The petitioner has estimated the design and development costs for providing the capital facilities and outlined in Table 2. The cost estimates are shown in Table 2 below. Total design and development costs for these facilities are estimated to be approximately $6,266,400. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non ad valorem assessments levied on all properties in the District that may benefit from the District's capital improvement program as outlined in Table 2.

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition, to the levy of

non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

Furthermore, to locate in the District by new property owners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, County provision, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those property owners and businesses in the District will receive a higher level of public services and amenities sooner than would otherwise be the case.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a District is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the County's overall requirements.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high quality infrastructure provided by the District is likely to be fairly low.

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Table 2. Cost Estimate for District Facilities

Category	Cost
Water Distribution System	**$ 1,234,000.00**
Sanitary Sewer System	**$ 921,700.00**
Water Management and Control Facilities	**$ 1,260,000.00**
Roadway Improvements	**$ 2,140,000.00**
Open Spaces, Recreation, and Landscaping	**$ 710,700.00**
Total Projected Costs of Improvements	**$ 6,266,400.00**

5.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid all of its contracts. This affords small businesses the opportunity to bid on District work.

The County has an estimated population that is greater than 75,000 according to the 2010 U.S Census. Therefore the County is not defined as a "small county" according to Section 120.52 (19), Florida Statutes.

6.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer's Engineer and other professionals associated with the Developer.

7.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in Section 120.541(1)(a), Florida Statutes.

Prepared by:
Governmental Management Services - South Florida, LLC
October 5th, 2011

APPENDIX A
Reporting Requirements

APPENDIX A: *REPORTING REQUIREMENTS AT A GLANCE*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
AUDITOR GENERAL, LOCAL GOVERNMENT SECTION Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450			
Annual Financial Audit Report	Section 218 39, *F.S.* Chapter 10.550, *Rules of the Auditor General.* Handbook Section 2 - 4	All special districts with either revenues or expenditures of more than $100,000.00. All special districts with revenues or expenditures/expenses between $50,000.00 and $100,000.00 that have not been subjected to a financial audit for the two preceding fiscal years. A dependent special district that is a component unit of a county or municipality may provide for an annual financial audit by being included in the audit of that county or municipality. In such instances, that audit report must clearly state that the special district is a component unit of the county or municipality.	Annually within 45 days after delivery of the audit report to the governmental entity, but no later than 12 months after fiscal year end. Two copies of the annual financial audit report must be submitted to the Auditor General.

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
DEPARTMENT OF COMMUNITY AFFAIRS, SPECIAL DISTRICT INFORMATION PROGRAM 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100			
Creation Documents and Amendments, including Codified Act, if applicable	Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days after adoption / approval.
Written Status Statement	Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days after adoption / approval of creation document.
Dissolution Documents	Section 189.4042, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days of the dissolution effective date.
Merger Documents	Section 189.418, *F.S.* Section 189.4042, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days of the merger's effective date.
Special District Map and Amendments	Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days after adoption / approval.
Special District Fee Invoice ($175.00) and Update Form	Section 189.427, *F.S.* Rule 9B-50.003, *F.A.C.* Handbook Section 1 - 3	All special districts.	Annually, by the due date on the Form (sent to all special districts around October 1).
Registered Agent and Office Initial Designation	Section 189.416, *F.S.* Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days after the first governing board meeting.
Registered Agent and Office Changes	Section 189.416, *F.S.* Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Upon making the change.
Disclosure of Public Financing	Section 190.009, *F.S.*	All Community Development Districts.	At all times public financing is imposed.

Abbreviations: **F.A.C.** = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
DEPARTMENT OF FINANCIAL SERVICES, BUREAU OF ACCOUNTING 200 East Gaines Street, Tallahassee, Florida 32399-0354			
Annual Financial Report with a copy of the **Annual Financial Audit Report** attached, if required	Section 189.418, *F.S.* Section 218.31, *F.S.* Section 218.32, *F.S.* Handbook Section 2 - 3	All Housing Authorities; All independent special districts; All dependent special districts that are not component units of a local governmental entity.	Annually within 12 months of fiscal year end (9/30) and 45 days of audit completion. If no audit is required, file by April 30.
DEPARTMENT OF FINANCIAL SERVICES, BUREAU OF COLLATERAL MANAGEMENT 200 East Gaines Street, Tallahassee, Florida 32399-0345			
Public Depositor Annual Report to the Chief Financial Officer (Form DFS-J1-1009)	Section 280.17, *F.S.* Handbook Section 3 - 5	All special districts.	Annually by November 30.
Public Deposit Identification and Acknowledgment Form (Form DFS-J1-1295)	Section 280.17, *F.S.* Handbook Section 3 - 5	All special districts.	Execute at the time of opening the account and keep on file. Submit only in case of default of the qualified public depository.

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Department of Management Services, Division of Retirement **Bureau of Local Retirement Systems, Cedars Executive Center, Building C, 2639-C North Monroe Street, Tallahassee, Florida 32399-1560**			
Actuarial Impact Statement for Proposed Plan Amendments	Section 112.63, *F.S.* Rule Chapter 60T-1.001, *F.A.C.* Handbook Section 2 - 6	Any special district proposing benefit changes to its defined benefit retirement plan.	When considering plan changes.
Defined Contribution Report	Section 112.63, *F.S.* Rule Chapter 60T-1.004, *F.A.C.* Handbook Section 2 - 6	Special districts with defined contribution plans.	Within 60 days of the reporting period's ending date.
Actuarial Valuation Report	Section 112.63, *F.S.* Rule Chapter 60T-1, *F.A.C.* Handbook Section 2 - 6	Special districts with defined benefit retirement plans.	At least every three years, within 60 days of completion.
Department of Revenue, Property Tax Administration Program, TRIM Compliance Section **P.O. Box 3000, Tallahassee, Florida 32315-3000**			
Truth-in-Millage Form DR421	Section 200.068, *F.S.* Handbook Section 3 - 3	Special districts that can levy taxes but will not do so during the year.	Annually by November 1.
Truth-in-Millage Compliance Package Report	Section 200.068, *F.S.* Handbook Section 3 - 3	Special districts levying property taxes.	No later than 30 days following the adoption of the property tax levy ordinance/resolution.
Commission on Ethics **P.O. Drawer 15709, Tallahassee, Florida 32317-5709**			
Quarterly Gift Disclosure (Form 9)	112.3148, *F.S.* Handbook Section 3 - 1	Everyone required to file Form 1, receiving a gift worth over $100.00, unless the person did not receive any gifts during the calendar quarter.	By the last day of the calendar quarter following any calendar quarter in which a reportable gift was received.

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
Legislature *President of the Senate* (Florida Capitol, Suite 409, Tallahassee, Florida 32399-1100) *Speaker of the House of Representatives* (Florida Capitol, Suite 420, Tallahassee, Florida 32399-1300) and *Each Appropriate Standing Committee of the Legislature*			
Agency Rule Report	Section 120.74, *F.S.* Handbook Section 1 - 4	Certain Special Districts with adopted rules (see Handbook Section 1 - 4, page 20).	Initial by October 1, 1997, then by October 1 of every other year thereafter.
Special District's Governing Board Meeting Minute Recorder			
Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers (Form 8B)	Section 112.3143, *F.S.* Handbook Section 3 - 1	Special District Local Officers with Voting Conflicts.	Within 15 days after the vote occurs.
Special District's Governing Board Members (Each Member)			
Actuarial Valuation Report	See *Department of Management Services, Division of Retirement.*		
Annual Financial Audit Report	See *Auditor General, Local Government Section.*		

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
Special District's Local Governing Authority(ies)/Local General-Purpose Government(s) **(if municipality, file at the place they designate; if county(ies), file with the (each) clerk of the board of county commissioners)**			
Budget or Tax Levy	Section 189.418, *F.S.* Handbook Section 2 - 2	All special districts.	**When requested,** provide to the local governing authority within the district's boundaries.
Public Facilities Initial Report	Section 163.3191, *F.S.* Section 189.415(2), *F.S.* Rule Chapter 9J-33, *F.A.C.* Handbook Section 1 - 6	Independent special districts (See Handbook Section 1 - 6, page 31).	Within one year of the special district's creation.
Public Facilities Annual Notice of Any Changes	Section 163.3191, *F.S.* Section 189.415(2), *F.S.* Rule Chapter 9J-33, *F.A.C.* Handbook Section 1 - 6	Independent special districts (See Handbook Section 1 - 6, page 31).	Annually. Contact each local general-purpose government for the due date.
Public Facilities Updated Report	Section 189.415(2)(a), *F.S.* Rule Chapter 9J-33, *F.A.C.* Handbook Section 1 - 6 Appendix B	Independent special districts (See Handbook Section 1 - 6, page 31).	Every five years, at least 12 months before the due date that each local general-purpose government must submit its Report to the Department of Community Affairs. See Appendix B.
Registered Agent and Office Initial Designation	Section 189.416, *F.S.* Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days after the first governing board meeting.
Registered Agent and Office Changes	Section 189.416, *F.S.* Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Upon making the change.
Regular Public Meeting Schedule	Section 189.417, *F.S.* Section 189.418, *F.S.* Handbook Section 3 - 2	All special districts.	Quarterly, semiannually, or annually.

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Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
Special District's Local Legislative Delegation			
Draft Codified Charter as a Local Bill	Section 189.429, *F.S.* Handbook Section 1 - 4	All special districts with more than one Special Act.	December 1, 2004
Special District's Residents and Prospective Residents and Residential Developers (Give sufficient number of copies to the Developers for Distribution to Each Prospective Initial Purchaser of Property)			
Disclosure of Public Financing	Section 190.009, *F.S.*	All Community Development Districts.	At all times public financing is imposed.
State Board of Administration, Financial Operations **1801 Hermitage Boulevard, Suite 100, Tallahassee, Florida 32308**			
Investment Pool Systems Input Documentation	Handbook Section 3 - 6	All special districts investing funds with the State Board of Administration or Local Government Trust Fund.	At the time of making any changes or updates to the account.
Resolution for Investment of Surplus Funds	Section 218.407, *F.S.* Handbook Section 3 - 6	All special districts investing funds with the State Board of Administration or Local Government Trust Fund.	At the time of investing surplus funds.

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Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
STATE BOARD OF ADMINISTRATION, DIVISION OF BOND FINANCE 1801 Hermitage Boulevard, Suite 200, P.O. Box 13300, Tallahassee, Florida 32317-3300			
Advance Notice of Bond Sale	Section 218.38, *F.S.* Handbook Section 2 - 5	All special districts as applicable.	**Before** selling certain general obligation bonds & revenue bonds or closing on any similar long-term debt instruments.
Bond Information Form/Bond Disclosure Form (BF2003/2004A & B)	Section 189.418, *F.S.* Section 218.38, *F.S.* Handbook Section 2 - 5	All special districts as applicable. New bond issues only.	Within 120 days after delivery of general obligation bonds and revenue bonds.
Bond Verification Form (BF2005)	Handbook Section 2 - 5	All special districts as applicable.	Within 45 days of the Division of Bond Finance's request.
Final Official Statement (Bonds)	Section 218.38, *F.S.* Handbook Section 2 - 5	All special districts as applicable.	Within 120 days after delivery of the bonds, if prepared.
IRS Form 8038 (Bonds)	Section 159.345(1), *F.S.* Section 159.475(1), *F.S.* Section 159.7055, *F.S.* Handbook Section 2 - 5	Special districts issuing Industrial Development or Research and Development Bonds.	Submit with the Bond Information Form & Official Statement, if any is published.

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
SUPERVISOR OF ELECTIONS (LOCAL) **In the County of the Reporting Person's Permanent Residence**			
Statement of Financial Interests (Form 1)	Section 112.3145, *F.S.* Handbook Section 3 - 1	All "special district local officers" appointed to a special district or special district's board.	Within 30 days of accepting the appointment, then every year thereafter by July 1.
		All "special district local officers" elected to a special district's board.	During the qualifying period, then every year thereafter by July 1.
Final Statement of Financial Interests (Form 1F)	Section 112.3145, *F.S.* Handbook Section 3 - 1	All "special district local officers" who are required to file Form 1 and are leaving a public position.	Within 60 days of leaving a public position.
Quarterly Client Disclosure (Form 2)	Section 112.3145(4), *F.S.* Handbook Section 3 - 1	Certain special district local officers, depending upon their position, business or interests (See Handbook Section 3 - 1).	No later than the last day of the calendar quarter following the calendar quarter during which the representation was made.
Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event Related Expenses (Form 10)	Section 112.3148, *F.S.* Section 112.3149, *F.S.* Handbook Section 3 - 1	All special district local officers who file Form 1 and who received a reportable gift or expense.	Annually by July 1.
SUPERVISOR OF ELECTIONS (LOCAL) **In the County in which the Special District of the Reporting Person has its Principal Office**			
Interest in Competitive Bid for Public Business (Form 3A)	Section 112 313(12)(e), *F.S.* Handbook Section 3 - 1	Certain special district local officers (See Handbook Section 3 - 1).	Before or at the time of the submission of the bid.

Abbreviations: F.A.C. = *Florida Administrative Code*; F.S. = *Florida Statutes*

ADDENDUM TO PETITON TO ESTABLISH

HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT

Petitioner, HPT HOLDINGS, LLC, a Florida limited liability company ("Petitioner"), hereby submits this Addendum to the Petition dated 09/29/11, 2011, to Establish the Hemingway Point Community Development District ("CDD") in Miami-Dade County, Florida and states as follows:

Responsibility for Landscape Maintenance in the Public-Right-of-Way: The maintenance of improved swales and medians in the public Rights-of-Way excluding swale maintenance by owners of property as defined by Chapter 19 of the Code of Miami-Dade County shall be provided by this CDD including but not limited to; irrigation, landscape lighting, payment of related utility bills, turf, trees, shrubs and any other landscaping improvements provided or caused by this development, covenants associated with landscaping permitting in the public rights-of-way notwithstanding. In the event this CDD is dissolved or becomes defunct and fails to provide maintenance services within the public Rights-of-Way as specified herein, the required dormant multipurpose maintenance special taxing district shall be activated to provide any such maintenance services.

[Remainder of page intentionally left blank]

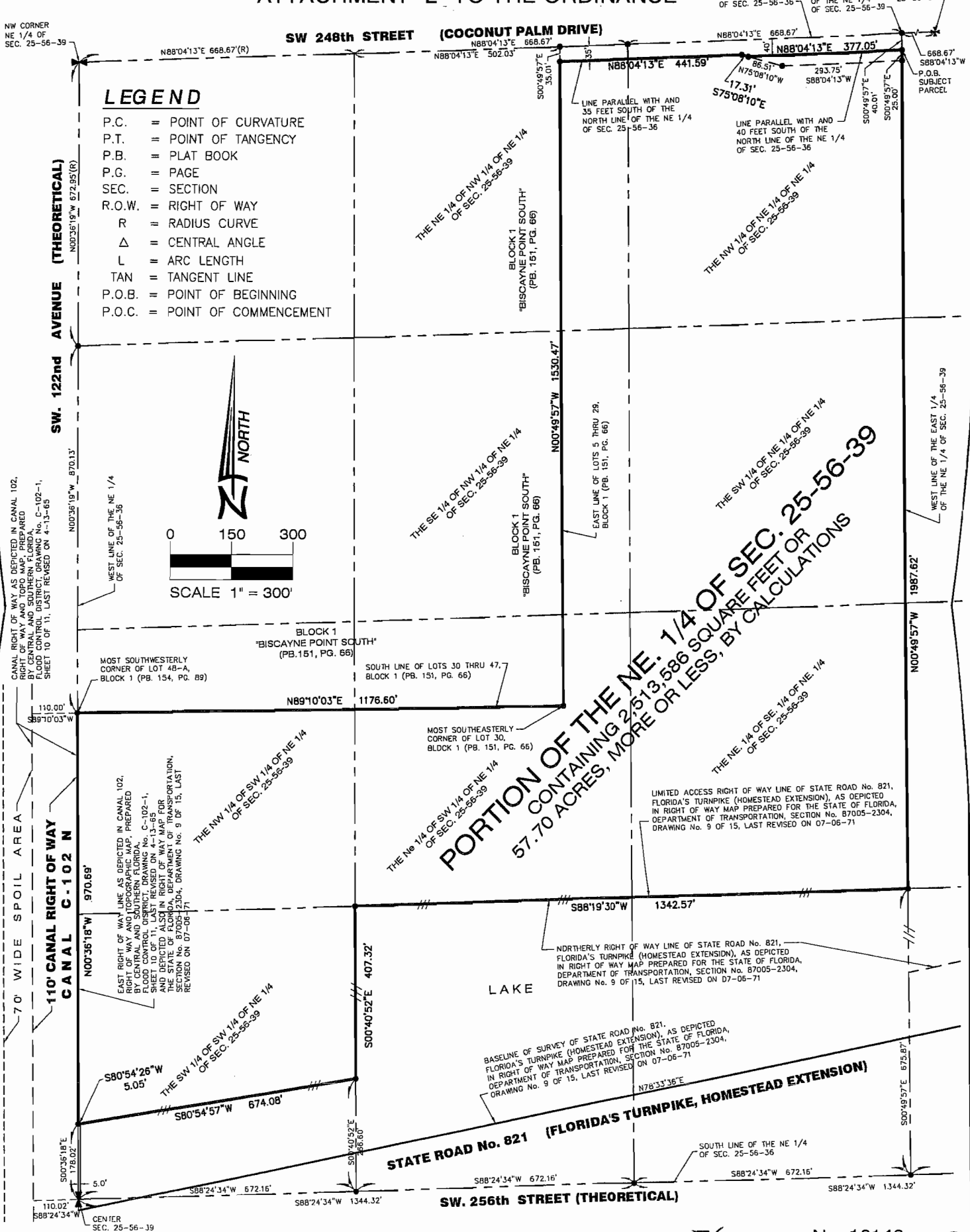
Respectfully submitted this 29 day of September, 2011.

HPT HOLDINGS, LLC, a Florida limited liability company

By: _____
Print: Arnaud Karsenti
Title: Manager

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ATTACHMENT "2" TO THE ORDINANCE



NOTICE: Not full and complete without all pages. Total of Three (3) Pages 76

No. 10146
Page 1 of 3

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
HPT HOLDINGS, LLC.

LEGAL DESCRIPTION:
HEMINGWAY POINT SITE

A portion of land in the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of said Section 25; thence S88°04'13"W along the North Line of the Northeast 1/4 of said Section 25 for 668.67 feet to a point on the Northeast Corner of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 25; thence S00°49'57"E along the East Line of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 25, said line also being the West Line of the East 1/4 of the Northeast 1/4 of said Section 25 for 40.01 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue S00°49'57"E along said West Line of the East 1/4 of the Northeast 1/4 of said Section 25 for 1,987.62 feet to a point on the most Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), as depicted in Right of Way Map, prepared by the Florida Department of Transportation, Section 87005-2304, Sheet 9 of 15, last revised July 6, 1971; thence S88°19'30"W along said most Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), for 1,342.57 feet to a point on the said Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension); thence S00°40'52"E along said Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), for 407.32 feet to a point on the Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension); thence S80°54'57"W along said Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), for 674.08 feet; thence S80°54'26"W along said Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), for 5.05 feet to a point on the East Right of Way Line of Canal C-102 N as depicted in Canal 102, Right of Way and Topographic Map, prepared by Central and Southern Florida, Flood Control District, drawing No. C-102-1, Sheet 10 of 11 and last revised April 13, 1965, said line also being the West Line of the Northeast 1/4 of said Section 25; thence N00°36'18"W along said the East Right of Way Line of Canal C-102 N and said West Line of the Northeast 1/4 of said Section 25 for 970.69 feet to a point on the most Southwesterly Corner of Lot 48-A, Block 1 of "BISCAYNE POINT SOUTH ADDITION", according to the plat thereof, as recorded in Plat Book 154, at Page 89, of the Public Records of Miami-Dade County, Florida; thence N89°10'03"E along the South Line of said Lot 48-A, Block 1 of "BISCAYNE POINT SOUTH ADDITION" and the South Line of Lots 30 through 47, inclusive, in Block 1 of "BISCAYNE POINT SOUTH", according to the plat thereof, as recorded in Plat Book 151, at Page 66, of the Public Records of Miami-Dade County, Florida, for 1,176.60 feet to the most Southeasterly Corner of said Lot 30, Block 1 of "BISCAYNE POINT SOUTH"; thence N00°49'57"W along the East Line of Lots 5 through 29, inclusive, in Block 1 and along the East Line of Tract "B" of said plat of "BISCAYNE POINT SOUTH" for 1,530.47 feet to a point on the South Right of Way Line of S.W. 248th Street (Coconut Palm Drive), said point being on a line 35.00 feet South of and parallel with the North Line of the Northeast 1/4 of said Section 25; thence N88°04'13"E along said South Right of Way Line of S.W. 248th Street (Coconut Palm Drive) and also said line being 35.00 feet South of and parallel with the North Line of the Northeast 1/4 of said Section 25, for 441.59 feet; thence S75°08'10"E for 17.31 feet; thence N88°04'13"E along a line being 40.00 South of and parallel with North Line of the Northeast 1/4 of said Section 25 for 377.05 feet to the Point of Beginning.

Containing 2,513,586 Square Feet and/or 57.7 Acres, more or less, by calculations.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
HPT HOLDINGS, LLC.

SOURCES OF DATA:

The Legal Description of the Subject Property was generated from the following sources of data:

– Quit Claim Deed, dated January 12th, 2011, recorded in Official Records Book 27554, Page 4771, Miami–Dade County Records. (PARCEL 1 and PARCEL 2)

– Township Maps prepared by Miami–Dade County, Public Works Department, Engineering Division Services, for Section 25, Township 56 South, Range 39 East, Miami–Dade County, Florida.

In addition, the following sources of data were used to the extent required to complete this document in a defensible matter, that is to say:

– A copy of Hemingway Point Site Plan prepared by Pascual, Perez, Kiliddjian & Associates, Architects and Planners with a physical address of 1300 NW 84th Avenue, Miami, Florida, 33126.

– Tentative Plat of Hemingay Point prepared by this Firm with an original field date of December 8, 2010.

Bearings as shown hereon are based upon the North Line of the NE. 1/4 of Section 25, Township 56 South, Range 39 East, Miami–Dade County, Florida with an assumed bearing of N88°04'13"E.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other that that which appears on the underlying Plat of record. Please refer to the Limitations item with respect to possible restrictions of record and utility services.

LIMITATIONS:

Since no other information were furnished other than that is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Miami–Dade County, Florida or any other public and private entities as their jurisdictions may appear.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

INTENDED USE / EXPRESS PURPOSES:

It is understood by the Surveyor that the intended use of this document is to close, vacate and abandon a portion of of the described SW 248th Street Public Right of Way and to be reversed for title acquisition purposes.

SURVEYOR'S CERTIFICATE:

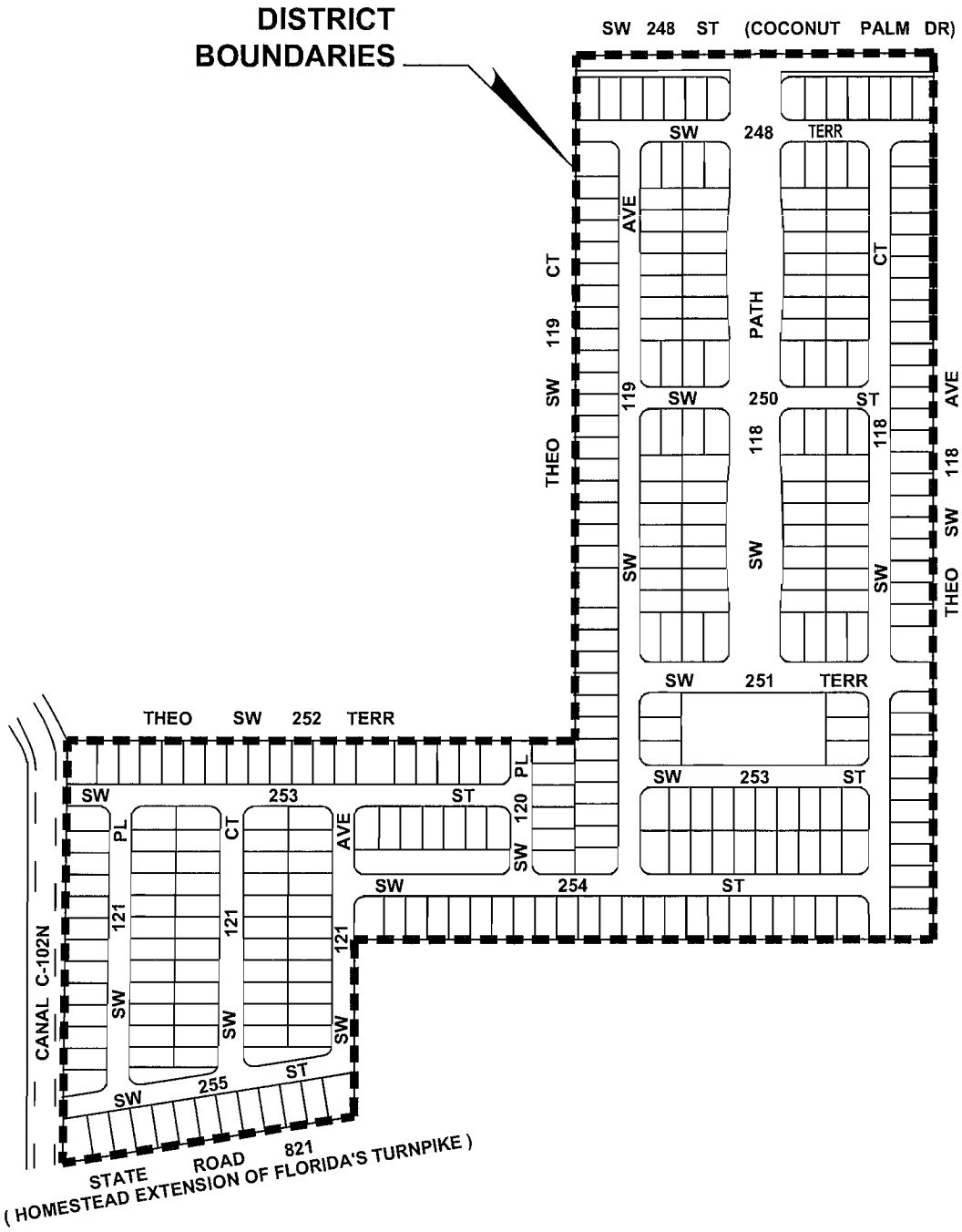
I hereby certify that this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J–17–05 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

By: _____ Date: 9/12/11

Eduardo M. Suarez, P.S.M.
Professional Surveyor and Mapper PSM6313
State of Florida
HADONNE CORP.
Land Surveyors and Mappers
Certificate of Authorization LB7097
1985 N.W. 88th Court, Suite 202
Doral, Florida 33172
305.266.1188 phone
305.207.6845 fax

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 5J–17–05 of the Florida Administrative Code.

ATTACHMENT "3" TO THE ORDINANCE



HEMINGWAY POINT

COMMUNITY DEVELOPMENT DISTRICT

N

M- (COMM. 0008)
SECTION: 25-56-39

This instrument was prepared by:	
Gerald L. Knight, Esq. Billing, Cochran, Lyles, Mauro & Ramsey, PA 515 E. Las Olas Boulevard, Sixth Floor Fort Lauderdale, Florida 33301	
	(Space Reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned Owner holds the fee simple title to the land described in the attached Exhibit A (the "Property"), located in Miami-Dade County, Florida (the "County"); and

WHEREAS, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the Hemingway Point Community Development District (the "District") filed _____, 2011, and approved pursuant to Ordinance No. _____ enacted by the Board on _____, 2011 (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

WHEREAS, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into contracts for improved residential units within the Property (each a "Prospective Initial Purchaser"), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit (defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the

District to finance such capital costs until such bonds are retired (collectively, "Capital Assessments"), and (2) the costs associated with (i) operations of the District including administration ("Operations Assessments") and (ii) maintenance of public infrastructure by the District ("Infrastructure Maintenance Assessments"; Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as "Administrative Assessments"); and

WHEREAS, other covenants made by Owner include provisions for the long-term maintenance of infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping; and

WHEREAS, such covenants of Owner are made in order to assure the Board that the representations made by Owner in support of the Petition will be abided by,

NOW, THEREFORE, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, makes the following Declaration of Restrictive Covenants covering and running with the Property (this "Declaration"):

1. COVENANTS.

1.1 Public Records Notice of Existence of District. This Declaration shall serve as notice in the public records of the County that unless the District is terminated in accordance with the requirements of Chapter 190, Florida Statutes, and such termination is reflected in the public records of the County, the Property and all lands, parcels, lots, and units located within the District's boundaries are subject to the Capital Assessments and Administrative Assessments levied and imposed by the District, subject only to the exceptions or exemptions from such assessments expressly provided by Florida law.

1.2 CDD and Purchase Contract Notices.

1.2.1 Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a

"Dwelling Unit") written notice of the estimated annual Capital Assessments and Administrative Assessments (the "CDD Notice") to be imposed on such individual Dwelling substantially in the form attached hereto as Exhibit B prior to, or contemporaneously with, the execution of a purchase and sale contract ("Purchase Contract") for such Dwelling Unit. For the purposes of this Declaration, the term "Owner" means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the "Effective Date of the Ordinance") but was not given a contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given together with the following written notice and must be sent to such Prospective Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

> THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF $30,420 FOR A SINGLE FAMILY UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $12,905 FOR A SINGLE FAMILY UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,014 FOR A SINGLE FAMILY UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND

THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

Owner shall promptly refund any amounts due under the foregoing notice if a Prospective Initial Purchaser properly rescinds a Purchase Contract during the time provided. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to the foregoing notice.

1.2.2 Owner shall also provide substantially the following disclosure ("Purchase Contract Notice") on the first page of each Purchase Contract executed after the Effective Date of the Ordinance for a Dwelling Unit within the Property, immediately after disclosure of the purchase price for the Dwelling Unit:

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF $30,420 FOR A SINGLE FAMILY DWELLING UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $12,905 FOR A SINGLE FAMILY UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,014 FOR A SINGLE FAMILY UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS

PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: _____ _____

Owner shall cause each Prospective Initial Purchaser to initial the Purchaser Contract Notice where indicated.

1.3 Relief to Prospective Initial Purchaser for Owner Default.

1.3.1 Owner shall provide relief, in the manner provided by this Section 1.3 to any Prospective Initial Purchaser who has not yet closed on a Dwelling Unit if any one of the following events shall occur (an "Owner Default"):

1.3.1.1.Owner fails to provide a timely CDD Notice or Purchase Contract Notice as required; and/or

1.3.1.2.Owner provides a timely CDD Notice; however, such CDD Notice underestimates the aggregate or monthly actual Administrative Assessments for the District's first three fiscal years by more than five percent (5%); and/or

1.3.1.3.Owner provides a timely CDD Notice and/or Purchase Contract Notice; however, such CDD Notice and/or Purchase Contract Notice underestimates the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or monthly actual annual Capital Assessments by more than five percent (5%).

1.3.2 In the event of any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a "Termination Notice"), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective

Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "Extended Late Notice") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the "Extended Cure Period"). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective

Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

1.3.4 Every Late Notice or Extended Late Notice sent by Owner to a Prospective Initial Purchaser must include the following in bold type in a font at least as large as the largest font in such Late Notice or Extended Late Notice (*with correct type of notice indicated*):

> THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A *[LATE NOTICE* or *EXTENDED LATE NOTICE]* UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS *[LATE NOTICE* or *EXTENDED LATE NOTICE]* DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS *[LATE NOTICE* or *EXTENDED LATE NOTICE]*. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS *[LATE NOTICE* or *EXTENDED LATE NOTICE]* DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

1.3.5 If the Owner Default involves the failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract Notice in substantially the correct form and location; however, such Purchase Contract Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the annual Capital Assessments by more than five percent (5%), then the Late Notice or Extended Late Notice shall also contain the following:

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: [*INSERT PURCHASE PRICE INFORMATION*]. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF $30,420 FOR A SINGLE FAMILY DWELLING UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $12,905 FOR A SINGLE FAMILY UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,014 FOR A SINGLE FAMILY UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE, MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

1.3.6 If the Owner Default involves the failure to provide a CDD Notice or Owner provided a timely CDD Notice; however, such CDD Notice underestimated (i) the actual aggregate Administrative Assessments for each of the District's first three fiscal years by more than five percent (5%) and/or (ii) the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessment by more than five percent (5%), then the Late Notice or Extended Late Notice must also include a CDD Notice, if the Owner Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely but inaccurate CDD Notice.

1.4 Relief to a Prospective Initial Purchaser Who Actually Closes on a Dwelling Unit After an Uncorrected Owner Default.

1.4.1 In the event Owner fails to give a Prospective Initial Purchaser a timely CDD Notice, and such failure is not corrected by a timely and accurate Late Notice, then a Prospective Initial Purchaser that closes on the Dwelling Unit ("Actual Initial Purchaser") may demand, in writing, that Owner pay such Actual Initial Purchaser (i) the amount necessary to prepay all Capital Assessments principal, and interest on such Capital Assessments principal due through the next applicable bond payment date respecting the Dwelling Unit *plus* (ii) an amount equal to the sum of the share of the actual Administrative Assessments levied by the District on such Dwelling Unit for the District's first three (3) fiscal years immediately following the closing respecting the Dwelling Unit.

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing

and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

1.4.4 Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial

Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessment and Administrative Assessments first appear on any bill sent to the Actual Initial Purchaser by the District for the affected Dwelling Unit. After the expiration of that year, Owner shall not be obligated to provide any relief to such Actual Initial Purchaser under this Declaration.

1.4.5 Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the individual Dwelling Unit of liability for all lawful taxes and assessments including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

1.5 Additional Disclosure through District Sign. Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD IN ADDITION TO COUNTY

AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN HEMINGWAY POINT. A PURCHASER OF PROPERTY IN HEMINGWAY POINT WILL BE OBLIGATED TO PAY ANNUAL ASSESSMENTS TO AMORTIZE THE DEBT AND FOR DISTRICT ADMINISTRATION, WHICH AMOUNTS ARE SEPARATE FROM THE PURCHASE PRICE OF THE PROPERTY AND OTHER ASSESSMENTS ON THE PROPERTY, AND WHICH MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT ALLOCATED TO THE PROPERTY ASSESSED, AND ARE EXPECTED TO APPEAR ON A PURCHASER'S PROPERTY TAX BILL EACH YEAR, BUT MAY BE BILLED DIRECTLY BY THE HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER SHALL HAVE THE OPTION TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE. FOR FURTHER INFORMATION ON THE HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT [*INSERT APPROPRIATE CONTACT INFORMATION*]."

1.6 Inspection of District Records by County Representatives. Owner shall allow or provide for the District to allow County representatives to review all pertinent records in order to assess the overall performance of Owner in providing timely and accurate disclosure of estimated Capital Assessments and Administrative Assessments on Dwelling Units within the District. Prompt access shall be provided without prior notice of inspection by the County representatives, but only during normal business hours and without disruption of sales operations. The purpose of such inspection is only to determine Owner's overall compliance with the aforementioned notice requirements and such inspection shall not authorize the County to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

1.7 Sole Provider of Water, Wastewater, and Reuse Service. Owner acknowledges and agrees that the Miami-Dade County Water and Sewer Department ("WASD"), or its successor agency or department, shall be the exclusive provider of water, wastewater, and reuse service to all lands within the Property. Service shall be provided by

WASD in accordance with its general policies and procedures for providing service throughout the County.

1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure. The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, on or before the recording of a final plat on any portion of the Property, Owner shall apply to the Board for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

2. BENEFITS AND ENFORCEMENT.

2.1 The covenants set forth in Sections 1.2, 1.3 and 1.4 shall run and be in favor of and to the benefit of Prospective Initial Purchasers and Actual Initial Purchasers of individual Dwelling Units within the Property, and their heirs, successors, and assigns, and shall be enforceable exclusively by such persons. After an individual Dwelling Unit has been once conveyed to an Actual Initial Purchaser, no further notice shall be required to be provided by Owner to any purchaser of a Dwelling Unit if the same has been improved with a residence. If a Dwelling Unit is conveyed as unimproved land, then such Dwelling Unit shall not be deemed to have been conveyed to a Prospective Initial Purchaser or Actual Initial Purchaser, and all of the covenants set forth in Sections 1.2, 1.3 and 1.4 shall apply to the Dwelling Unit and any Owner offering such Dwelling Unit for sale to Prospective Initial Purchasers.

2.2 The covenants set forth in Sections 1.6, 1.7 and 1.8 shall run and be in favor of and to the benefit of the County or any successor municipal government, and shall be enforceable exclusively by such governmental entity.

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the public records of the County, following the acceptance by the Board of an ordinance approving the creation of the District, and shall remain

in full force and effect and be binding upon the undersigned Owner, and its successors and assigns, until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

4. TERM.

This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the County.

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, or of such portion as will be affected by the modification, amendment, or release, including joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

Should this Declaration be modified, amended, or released, the County Manager or successor official of the County, or the assistant in charge of the office in the County Manager's absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

6. ELECTION OF REMEDIES.

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

7. SEVERABILITY.

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However, if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced, or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

8. ACCEPTANCE OF DECLARATION.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 29 day of September, 2011.

OWNER:

HPT Holdings, LLC, a Florida limited liability company

By: _____
Print Name: Arnaud Karsenti
Title: Manager

Owner's Address: 4949 SW 75th Avenue
Miami, FL 33155

STATE OF FLORIDA
COUNTY OF Miami-DADE

The foregoing instrument was acknowledged before me by Arnaud Karsenti, as Manager of HPT Holdings, LLC, a Florida limited liability company, this 29 day of September, 2011, who is personally known to me or who produced _____ as identification.

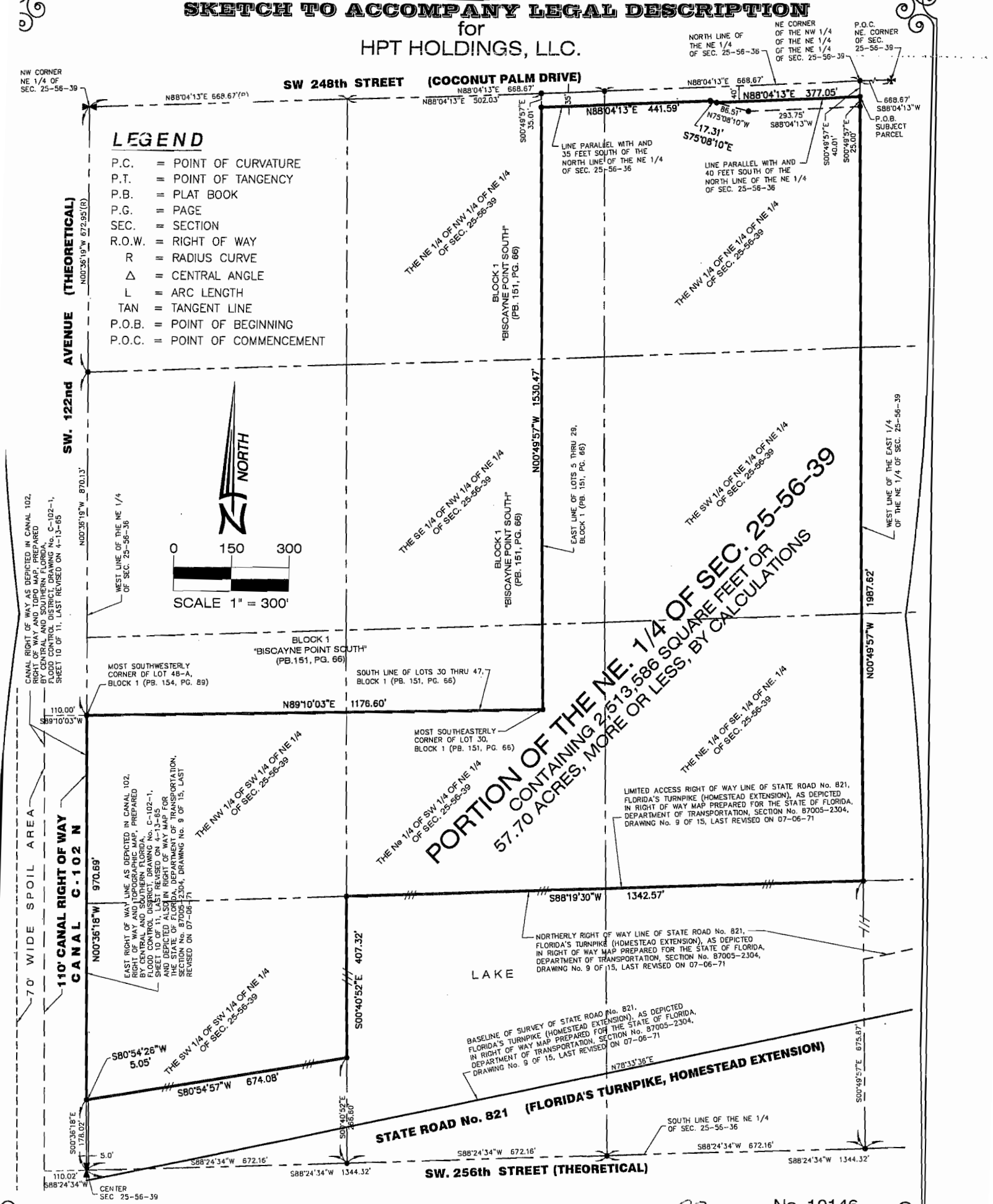
CATHERINE ELIZABETH MEDINA
MY COMMISSION # EE003163
EXPIRES July 02, 2014
FloridaNotaryService.com
(407) 398-0153

_____
Notary Public, State of Florida at Large
Print Name: Catherine E Medina
My commission expires: 7/2/14

Exhibit A

LEGAL DESCRIPTION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
HPT HOLDINGS, LLC.



NOTICE: Not full and complete without all pages. Total of Three (3) Pages

98

No. 10146
Page 1 of 3

Z:\10146 12000 SW 248 STREET\dwg\10146 Sketch and Legal Site.dwg 9/12/2011 12:05:48 PM EDT

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
HPT HOLDINGS, LLC.

LEGAL DESCRIPTION:
HEMINGWAY POINT SITE

A portion of land in the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, Miami–Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of said Section 25; thence S88°04'13"W along the North Line of the Northeast 1/4 of said Section 25 for 668.67 feet to a point on the Northeast Corner of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 25; thence S00°49'57"E along the East Line of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 25, said line also being the West Line of the East 1/4 of the Northeast 1/4 of said Section 25 for 40.01 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue S00°49'57"E along said West Line of the East 1/4 of the Northeast 1/4 of said Section 25 for 1,987.62 feet to a point on the most Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), as depicted in Right of Way Map, prepared by the Florida Department of Transportation, Section 87005–2304, Sheet 9 of 15, last revised July 6, 1971; thence S88°19'30"W along said most Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), for 1,342.57 feet to a point on the said Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension); thence S00°40'52"E along said Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), for 407.32 feet to a point on the Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension); thence S80°54'57"W along said Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), for 674.08 feet; thence S80°54'26"W along said Northerly Limited Access Right of Way Line of State Road No. 821 (Florida's Turnpike, Homestead Extension), for 5.05 feet to a point on the East Right of Way Line of Canal C–102 N as depicted in Canal 102, Right of Way and Topographic Map, prepared by Central and Southern Florida, Flood Control District, drawing No. C–102–1, Sheet 10 of 11 and last revised April 13, 1965, said line also being the West Line of the Northeast 1/4 of said Section 25; thence N00°36'18"W along said the East Right of Way Line of Canal C–102 N and said West Line of the Northeast 1/4 of said Section 25 for 970.69 feet to a point on the most Southwesterly Corner of Lot 48–A, Block 1 of "BISCAYNE POINT SOUTH ADDITION", according to the plat thereof, as recorded in Plat Book 154, at Page 89, of the Public Records of Miami–Dade County, Florida; thence N89°10'03"E along the South Line of said Lot 48–A, Block 1 of "BISCAYNE POINT SOUTH ADDITION" and the South Line of Lots 30 through 47, inclusive, in Block 1 of "BISCAYNE POINT SOUTH", according to the plat thereof, as recorded in Plat Book 151, at Page 66, of the Public Records of Miami–Dade County, Florida, for 1,176.60 feet to the most Southeasterly Corner of said Lot 30, Block 1 of "BISCAYNE POINT SOUTH"; thence N00°49'57"W along the East Line of Lots 5 through 29, inclusive, in Block 1 and along the East Line of Tract "B" of said plat of "BISCAYNE POINT SOUTH" for 1,530.47 feet to a point on the South Right of Way Line of S.W. 248th Street (Coconut Palm Drive), said point being on a line 35.00 feet South of and parallel with the North Line of the Northeast 1/4 of said Section 25; thence N88°04'13"E along said South Right of Way Line of S.W. 248th Street (Coconut Palm Drive) and also said line being 35.00 feet South of and parallel with the North Line of the Northeast 1/4 of said Section 25, for 441.59 feet; thence S75°08'10"E for 17.31 feet; thence N88°04'13"E along a line being 40.00 South of and parallel with North Line of the Northeast 1/4 of said Section 25 for 377.05 feet to the Point of Beginning.

Containing 2,513,586 Square Feet and/or 57.7 Acres, more or less, by calculations.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
HPT HOLDINGS, LLC.

SOURCES OF DATA:

The Legal Description of the Subject Property was generated from the following sources of data:

– Quit Claim Deed, dated January 12th, 2011, recorded in Official Records Book 27554, Page 4771, Miami–Dade County Records. (PARCEL 1 and PARCEL 2)

– Township Maps prepared by Miami–Dade County, Public Works Department, Engineering Division Services, for Section 25, Township 56 South, Range 39 East, Miami–Dade County, Florida.

In addition, the following sources of data were used to the extent required to complete this document in a defensible matter, that is to say:

– A copy of Hemingway Point Site Plan prepared by Pascual, Perez, Kiliddjian & Associates, Architects and Planners with a physical address of 1300 NW 84th Avenue, Miami, Florida, 33126.

– Tentative Plat of Hemingay Point prepared by this Firm with an original field date of December 8, 2010.

Bearings as shown hereon are based upon the North Line of the NE. 1/4 of Section 25, Township 56 South, Range 39 East, Miami–Dade County, Florida with an assumed bearing of N88°04'13"E.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other that that which appears on the underlying Plat of record. Please refer to the Limitations item with respect to possible restrictions of record and utility services.

LIMITATIONS:

Since no other information were furnished other than that is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Miami–Dade County, Florida or any other public and private entities as their jurisdictions may appear.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

INTENDED USE / EXPRESS PURPOSES:

It is understood by the Surveyor that the intended use of this document is to close, vacate and abandon a portion of of the described SW 248th Street Public Right of Way and to be reversed for title acquisition purposes.

SURVEYOR'S CERTIFICATE:

I hereby certify that this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J–17–05 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

By: _____ Date: 9/12/11

Eduardo M. Suarez, P.S.M.
Professional Surveyor and Mapper PSM6313
State of Florida
HADONNE CORP.
Land Surveyors and Mappers
Certificate of Authorization LB7097
1985 N.W. 88th Court, Suite 202
Doral, Florida 33172
305.266.1188 phone
305.207.6845 fax

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 5J–17–05 of the Florida Administrative Code.

Exhibit B

CDD NOTICE

Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Single Family	$1,014	$475	$1,489

Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments	Estimated Monthly District Infrastructure Maintenance Assessments	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Single Family	$15.58	$24	$84.50

Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Single Family	$12,905	$30,420

_____ _____ PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("**Dwelling Units**") in the Hemingway Point (the "**Development**") are also located within the boundaries of the Hemingway Point Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

_____ _____ **PURCHASER'S INITIALS**

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

_____ _____ **PURCHASER'S INITIALS**

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

_____ _____ **PURCHASER'S INITIALS**

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

_____ _____ **PURCHASER'S INITIALS**

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **$1,014** (approximately **$84.50** per month) for a Single Family Unit, which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds is approximately **$30,420** for a Single Family Unit.

_____ _____ **PURCHASER'S INITIALS**

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

_____ _____ **PURCHASER'S INITIALS**

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **$475** for a Single Family Unit, per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

_____ _____ **PURCHASER'S INITIALS**

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "**District Assessments**." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

_____ _____ **PURCHASER'S INITIALS**

PURCHASER:	**PURCHASER:**
_____	_____
Print Name: _____	Print Name: _____
Date: _____	Date: _____