

Approved _____ Mayor

Agenda Item No. 5 (A)
10-2-07

Veto _____

Override _____

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

ORDINANCE NO. 07-130

ORDINANCE CREATING AND ESTABLISHING A SPECIAL TAXING DISTRICT IN MIAMI-DADE COUNTY, FLORIDA, KNOWN AND DESCRIBED AS PAN AMERICAN WEST PARK MULTIPURPOSE MAINTENANCE AND STREET LIGHTING SPECIAL TAXING DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 18 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Miami-Dade County Home Rule Amendment to the Florida Constitution (Article VIII, Section 6) grants to the electors of Miami-Dade County power to adopt a home rule charter of government for Miami-Dade County, Florida, and provides that such charter may provide a method for establishing special taxing districts and other governmental units in Miami-Dade County from time to time; and

WHEREAS, the Home Rule Charter adopted by the electors of Miami-Dade County on May 21, 1957, provides that the Board of County Commissioners, as the legislative and governing body of Miami-Dade County, shall have the power to establish special purpose districts within which may be provided essential facilities and services, including landscape improvement and maintenance programs and street lighting, and that all funds for such districts shall be provided by service charges, special assessments, or general tax levies within such



MEMORANDUM

(Revised)

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

DATE: October 2, 2007

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

SUBJECT: Agenda Item No. 5(A)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

5

districts only, and that the County Commission shall be the governing body of all such districts;
and

WHEREAS, pursuant to such provisions of the Florida Constitution and the Home Rule Charter, the Board of County Commissioners duly enacted Chapter 18 of the Code of Miami-Dade County, Florida, providing for the creation and establishment of special taxing districts and prescribing the procedures therefore; and

WHEREAS, in accordance with the provisions of Chapter 18 of the Code of Miami-Dade County, Florida, a petition for the creation of a special taxing district to be known as the PAN AMERICAN WEST PARK MULTIPURPOSE MAINTENANCE AND STREET LIGHTING SPECIAL TAXING DISTRICT duly signed by 100% of the owners (developer/petitioner) of property within the proposed district, was filed with the Clerk of the County Commission. Such petition prayed for the creation and establishment of a special taxing district for the purpose of providing maintenance of the exterior face of walls, swales, and preservation areas including turf, trees and shrubs, along with those items specified in a four-party Agreement pursuant to Clerk's File Number #20061274333, Official Record Book 25142, Pages 2517 through 2801, and street lighting services located within the public domain to be financed solely by means of special assessments levied and collected within the area therein and hereinafter described; and

WHEREAS, upon receipt of such petition the Clerk of the County Commission transmitted a copy thereof to the County Manager who examined it and filed a written report with the Clerk certifying that such petition was sufficient in form and substance and signed and properly presented in accordance with the requirements of Chapter 18 of the Code of Miami-Dade County, Florida; and

WHEREAS, the County Manager, after making appropriate investigations, surveys, plans and specifications, compiled and filed with the Board of County Commissioners his written report and recommendations setting forth the boundaries of the proposed special taxing district, the location, nature and character of the multipurpose maintenance programs and street lighting services to be provided within the proposed district, an estimate of the cost of maintaining and operating such improvements and/or services, his certification that the proposed district improvements and multipurpose maintenance programs and/or services conform to the master plan of development for the County, and setting forth his recommendations concerning the need for and desirability of the requested district, the ability of the affected property to bear special assessments to fund the cost of maintaining and operating such improvements and multipurpose maintenance programs and/or services, and an estimate of the amount to be assessed against each square foot for landscape and other maintenance programs and each front foot for street lighting services of the benefited property within the proposed district, and expressing his opinion that the property to be specially assessed will be benefited in excess of the special assessments to be levied, and the County Manager attached to such report and recommendations a map or sketch showing the boundaries and location of the proposed district. Such "Report and Recommendations" of the County Manager was filed with the Clerk and transmitted to the Chairman; and

WHEREAS, it appearing to the Board of County Commissioners from such report of the County Manager and other investigations that the district petitioned for would be of special benefit to all property within the proposed boundaries and that the total amount of the special assessments to be levied would not be in excess of such special benefit; the Clerk of the Board certified the place, date and hour for a public hearing on the petition of the

owner/developer/petitioner and the report and recommendations of the County Manager -- said hearing was held on Tuesday, October 2, 2007 . Copies of the public notice were duly published in a newspaper of general circulation published in Miami-Dade County, Florida, and copies thereof were posted in not less than five (5) public places within the proposed district, and copies thereof were mailed to all owners of taxable real property within the boundaries of the proposed district as their names and addresses appear on the latest Miami-Dade County Real Property Tax Roll; and

WHEREAS, pursuant to said notice, the Board of County Commissioners on Tuesday, October 2, 2007 , held a public hearing, at which all interested persons were afforded the opportunity to present their objections, if any, to the creation and establishment of the proposed special taxing district; and

WHEREAS, the Board of County Commissioners, upon review and consideration of the report and recommendations of the County Manager and the views expressed by the property owners within the proposed special taxing district, has determined to create and establish such special taxing district in accordance with the report and recommendations of the County Manager, and the provisions of Chapter 18 of the Miami-Dade County Code.

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

Section 1. In accordance with the provisions of Chapter 18 of the Code of Miami-Dade County, Florida, a special taxing district to be known and designated as the PAN AMERICAN WEST PARK MULTIPURPOSE MAINTENANCE AND STREET LIGHTING SPECIAL TAXING DISTRICT is hereby created and established in the unincorporated area of Miami-Dade County, Florida.

Section 2. The area or boundaries of this proposed special taxing district are as follows:

A portion of Section 35, Township 53 South, Range 39 East, Miami-Dade County, Florida; being more particularly described as follows:

The west 7/8 of the NW 1/4 of said Section 35, less the west 35.00 feet and the north 49.00 feet thereof lying and being in Miami-Dade County, Florida (a.k.a. Pan American West Park, Tentative Plat #T-21876).

The area and location of this proposed special taxing district are shown on the map or sketch which is made a part hereof by reference.

Section 3. The service to be provided within this proposed special taxing district will initially consist of the following:

- A) Maintenance of landscaped areas, swales, exterior of any fencing or walls within the District boundaries, preservation areas (Tracts A and B), along with those services specified in a four-party Agreement pursuant to Clerk's File Number #20061274333, Official Record Book 25142, Pages 2517 through 2801.
- B) Installation, operation and maintenance of fifty-three (53) 50,000 lumen sodium vapor bracket-arm streetlights mounted on concrete poles.

Section 4. A) Multipurpose Maintenance – The combined costs of the multipurpose maintenance project and operation of the district's improvements including services, engineering, administration, billing, collecting and processing for the first year is provided by petitioner, and \$196,980 for the second year. It is estimated that the cost per assessable square foot of real property within the proposed district for the initial multipurpose maintenance program shall be provided by petitioners for the first year, and \$0.0492 for the second year. The second and succeeding years' assessments will be adjusted from actual experience.

B) Street Lighting Services – The installation of the street lighting project will be accomplished pursuant to an agreement between Miami-Dade County and the Florida Power and Light Company. The combined costs of the street lighting project and operation of the district's improvements including service, maintenance, electricity, engineering, administration, billing, collection and processing for the first year are provided by petitioner and estimated to be \$46,720. The combined costs of the street lighting project and operation of the district's improvements including service, maintenance, electricity, engineering, administration, billing, collection and processing for the second year are estimated to be \$22,620. The estimated cost per assessable front foot of real property within the proposed district for the second year is \$1.782. The second and succeeding years' assessments will be adjusted from actual experience.

Section 5. A) Multipurpose Maintenance – Miami-Dade County, as administrator of this district's maintenance program, is directed to provide service by the most effective and efficient means available on a yearly basis, as detailed in the County Manager's report which is made a part hereof by reference. If there is a proposed significant change to the level of services to be provided, the Park and Recreation Department shall conduct a meeting in the community, inviting all affected district property owners for the purpose of reviewing the district's budget and level of services.

B) Street Lighting Service – The proposed Street Lighting agreement between Miami-Dade County and Florida Power and Light Company is hereby approved and made a part hereof by reference, and the County Manager or designee and the Clerk or Deputy Clerk of the County Commission are hereby authorized and directed to execute said agreement for and on behalf of Miami-Dade County.

Section 6. A) Multipurpose Maintenance – The County Manager is authorized and directed to cause to be made the maintenance and operation of various public improvements to be installed within the district in accordance with the provisions of this Ordinance. However, multipurpose maintenance services will be provided by the taxing district in accordance with the provisions of this ordinance only if a Homeowners Association and, if applicable, a community development district, have failed to provide these maintenance services, the terms of the Agreement are enforced, and the County has adopted this district's multipurpose maintenance assessment roll.

B) Street Lighting Service – The County Manager is authorized and directed to cause the installation of the required street lights to be accomplished within the district in accordance with the provisions of said agreement and with the terms of this Ordinance.

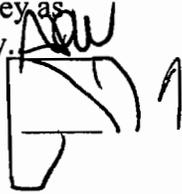
Section 7. The County Manager is further directed to cause to be prepared and filed with the Clerk of the County Commission two (2) Preliminary Assessment Rolls in accordance with the provisions of Section 18-14 of the Code of Miami-Dade County, Florida. As authorized by Section 197.363, Florida Statutes, all special assessments levied and imposed under the provisions of this Ordinance shall be collected, subject to the provisions of Chapter 197, Florida Statutes, in the same manner and at the same time as ad valorem taxes. In accordance with utilization of the ad valorem tax collection method, if such special assessments are not paid, when due, the potential for loss of title to the property exists. Furthermore, it is hereby declared that said improvements and/or services will be a special benefit to all property within the proposed special taxing district and the total amount of special assessments to be levied as aforesaid will not be in excess of such special benefit.

Section 8. A duly certified copy of this Ordinance shall be filed in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida, and recorded in the appropriate book of records.

Section 9. The provisions of this Ordinance shall become effective ten (10) days after the date of its enactment, unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED: October 2, 2007

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be 'J. Kracht', is written over a rectangular box. The signature is stylized and includes a vertical line extending upwards from the right side of the box.

Prepared by:

James K. Kracht

**REPORT AND RECOMMENDATIONS ON THE
CREATION OF PAN AMERICAN WEST PARK
MULTIPURPOSE MAINTENANCE AND STREET LIGHTING
SPECIAL TAXING DISTRICT
MIAMI-DADE COUNTY, FLORIDA**

Pursuant to Chapter 18 of the Code, and as a result of a detailed investigation of a duly petitioned for special taxing district, the following facts are submitted by the Public Works Department Director concerning the creation of Pan American West Park Multipurpose Maintenance and Street Lighting Special Taxing District.

1. BOUNDARIES OF THIS DISTRICT

The proposed District is located entirely within a portion of unincorporated Miami-Dade County, and the boundaries, as set forth in the petition, are as follows:

A portion of Section 35, Township 53 South, Range 39 East, Miami-Dade County, Florida; being more particularly described as follows:

The west 7/8 of the NW ¼ of said Section 35, less the west 35.00 feet and the north 49.00 feet thereof lying and being in Miami-Dade County, Florida (a.k.a. Pan American West Park, Tentative Plat #T-21876):

The boundaries are shown on the attached plan entitled Pan American West Park Multipurpose Maintenance and Street Lighting Special Taxing District and hereinafter referred to as Exhibit A.

2. LOCATION AND DESCRIPTION OF THE SERVICES AND IMPROVEMENTS TO BE PROVIDED

The services and improvements to be provided by this District will initially consist of the maintenance and operation of the following:

A) Multipurpose Maintenance Services - the maintenance of the landscaped areas, swales, the exterior of any fencing or walls within the District boundaries, preservation areas (Tracts A and B), along with services contained in a four-party agreement entitled "Agreement between Beacon Lakes Community Development District, Pan American West Ltd., Pan American West Property Owner's Association, Inc., and Miami-Dade County" (AGREEMENT) recorded in Miami-Dade County Clerks File Number #20061274333, Official Record Book 25142, Pages 2517 through 2801. Service will commence upon adoption of this District's multipurpose maintenance assessment roll as specified in the AGREEMENT. Other maintenance

(Public Hearing 10-2-07)

Memorandum



Date: September 4, 2007

Agenda Item No. 5(A)

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

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of the County Manager.

Ordinance 07-130

Subject: Pan American West Park Multipurpose Maintenance
and Street Lighting Special Taxing District

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve a petition submitted in accordance with Article 1, Chapter 18 of the Code for creation of the Pan American West Park Multipurpose Maintenance and Street Lighting Special Taxing District. The creation of this District is a subdivision requirement pursuant to Chapter 28 of the Code of Miami-Dade County and County policy. The multipurpose maintenance program will remain dormant until such time as provisions of a four-party agreement entitled "Agreement between Beacon Lakes Community Development District, Pan American West Ltd., Pan American West Property Owner's Association, Inc., and Miami-Dade County" (AGREEMENT) recorded in Miami-Dade County Clerks File Number #20061274333, Official Record Book 25142, Pages 2517 through 2801 are met. The AGREEMENT pertains to off-site monitoring wells and a hydrological divide in the NW 25th Street canal between 117th and 137th Avenues.

Scope

This proposed special taxing district lies within Commission District Twelve (12) and will provide street lighting services and other multipurpose maintenance services, if and when necessary.

Fiscal Impact/Funding Source

Creation of this District will result in no economic impact on the County's budget. The developer, pursuant to Chapter 18 of the Code, is required to fund all costs incidental to creation, operation and administration of the District for the first year including the costs to install, maintain and operate the District's street lighting system. Maintenance services which cannot be equitably or conveniently provided by the property owners shall be provided by the District upon acceptance of the plat required improvements by Miami-Dade County and activation of the above mentioned AGREEMENT and such services will be funded by special assessments against benefited property.

After the first year, the economic impact on the private sector will be a perpetual annual special assessment for the cost of street lighting to all property owners within the District, and when necessary, a special assessment for other district maintenance services. The Florida Power and Light Company is the owner of the street lighting system and therefore will derive revenues from it.

At this time there will be no increase or decrease in County staffing due to this District. The private sector may increase its staffing levels to provide the service requirements created by this special taxing district.

Track Record/Monitoring

Contingent upon BCC approval of this District, the Public Works Department's Special Taxing Districts Division will monitor the Florida Power and Light Company's agreement, installation and billing process. In the event the AGREEMENT is activated, the Department of Environmental Resources Management shall provide services and notify the Public Works Department to cause implementation of special assessments for the costs of such services against benefited property.

Background

- Boundaries:** On the North, NW 25th Street;
On the East, NW 132nd Place;
On the South, NW 17th Street;
On the West, NW 137th Avenue.
- Number of Parcels:** 1 (Tentative plat proposes 70 buildable commercial lots).
- Number of Owners:** 1
- Number of Owners With Homestead Exemption Signing Petition:** None - The petition was submitted by Pan American West LTD., the sole property owner and developer.
- Preliminary Public Meeting:** None necessary.
- Required Referendum:** The creation of the District will be subject only to BCC approval; no election will be necessary as 100 percent of the property owners signed the petition.
- Preliminary Assessment Roll:** The street lighting assessment roll is submitted on the same agenda as a separate agenda item for consideration and adoption by the BCC and contingent upon the Board's approval of this District's creation ordinance. In the event the AGREEMENT is activated, a hearing to adopt the multipurpose maintenance assessment roll will be conducted. The implementation of the assessment rolls will be in accordance with the procedures defined in Chapter 18 of the Code.

Proposed Service and Improvements

Multipurpose Maintenance Services:

The creation of this District is requested to maintain the landscaped areas, swales, the exterior of any fencing or walls within the District boundaries, preservation areas (Tracts A and B), along with those services specified in the AGREEMENT.

Street Lighting Improvements:

The installation, operation and maintenance of fifty three (53) 50,000 lumen sodium vapor bracket-arm streetlights mounted on concrete poles.

Estimated Initial Billing:

Assessment billed annually as an itemized portion of the annual tax bill.

Initial Start of Service

Multipurpose Maintenance Services: October 1st following cessation of maintenance services by the developer, activation of the AGREEMENT and adoption by the BCC of a multipurpose maintenance assessment roll.

Street Lighting Service: November 2008, following the provision of street lighting services by the developer for the first year.

Method of Apportionment

Maintenance Services:	Square Footage
Street Lighting Service:	Front Footage

<u>Estimated Annual Total Cost</u>	<u>First Year</u>	<u>Second Year</u>
Maintenance Services:	\$0	\$196,980
Street Lighting Service:	\$46,720	\$22,620

<u>Estimated Annual Rates</u>	<u>First Year</u>	<u>Second Year</u>
Maintenance Services:	Provided by	\$0.0492
Street Lighting Service:	Petitioner	\$1.782

<u>Estimated Annual Assessments</u>	<u>First Year</u>	<u>Second Year</u>
Maintenance Services:		
For A Typical Interior Commercial Lot:	Provided by	\$3,077.80
	Petitioner	
For A Typical Corner Commercial Lot:		\$2,607.70

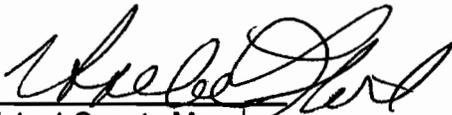
Street Lighting Service:	<u>First Year</u>	<u>Second Year</u>
For A Typical Interior Commercial Lot:	Provided by Petitioner	\$399.17
For A Typical Corner Commercial Lot:		\$306.50

The annual assessments shown above are representative of costs for typical commercial lots within this District.

State or Federal grants are not applicable to this special taxing district.

Each special taxing district is unique due to its geographical boundaries, affected property owners, and level of services to be provided. Creation of a new special taxing district to provide these services is the best and most cost-effective method to achieve this benefit.

In accordance with the requirements of Chapter 28 of the Code to provide street lighting in new subdivisions through the creation of street lighting special taxing districts, and in compliance with the provisions of Section 18-3 (c) of the Code, I have reviewed the facts submitted by the Public Works Director and concur with her recommendation that this District be created pursuant to Sections 18-2 and 18-22.1 of the Code.



Assistant County Manager

services may be provided in the future as specified in the District's ordinance and amendments thereto. The areas to be maintained are shown on the attached Exhibit A.

B) Street Lighting Service - The street lighting to be provided and maintained by the District will consist of sodium vapor bracket-arm streetlights mounted on concrete poles. The spacing of the streetlights will be approximately 160 feet apart. The streetlights will be located within the public street right-of-way in accordance with the applicable standard details of the Public Works Department Manual.

3. ESTIMATE OF THE ANNUAL EXPENSE FOR MAINTENANCE, REPAIR AND OPERATION OF THIS DISTRICT

A) Multipurpose Maintenance Services	<u>First Year</u>	<u>Second Year</u>
Initial Annual Maintenance		\$155,130
Parks Administration	Services will be Provided by Petitioner	31,030
Engineering and Administrative Costs		1,200*
Billing, Collecting and Processing Costs		240*
Contingencies		<u>9,380*</u>
Total Annual Maintenance Services Cost		\$196,980*
B) Street Lighting Service	<u>First Year</u>	<u>Second Year</u>
53 - 50,000 Lumen Sodium Vapor Luminaires	\$6,950	\$6,950
53 - Concrete Poles	2,220	2,220
11,925 Ft. - Underground Wiring	3,130	3,130
Annual Fuel Adjustments (Based on 106,848 KWH at \$0.06375 Per KWH)	6,810	6,810
Franchise Cost (Based on 5.91 % of \$19,110)	<u>1,130</u>	<u>1,130</u>
SUB-TOTAL STREET LIGHTING SERVICES COSTS	\$20,240	\$20,240
FP&L RESTORATION COST	13,250	0
ENGINEERING & ADMINISTRATIVE COSTS	4,760	760*

B) Street Lighting Service (Continued)	<u>First Year</u>	<u>Second Year</u>
BILLING, COLLECTING & PROCESSING COSTS	\$2,380	\$540*
CONTINGENCIES	<u>6,090</u>	<u>1,080*</u>
STREET LIGHTING COST PAID BY PETITIONER	\$46,720	
TOTAL ANNUAL STREET LIGHTING COST		\$22,620*

*To be adjusted from actual experience.

4. **PROCEDURE**

A) Multipurpose Maintenance Services - Upon assumption of maintenance services by the District as described in Item 2(A) above, the costs of which are estimated in Item 3(A) above, any increase in future multipurpose maintenance facilities or functions within the scope of the District may be provided upon recommendation by a majority of the property owners for consideration by Miami-Dade County as administrator, provided that any expansion of the scope of services of the District may require adoption of an amending ordinance. The deletion of services is subject to maintaining a minimum level of services as determined by the Miami-Dade County Public Works Department. The expense of the multipurpose maintenance program will be continuous. However, because cost and/or level of maintenance may increase, the estimated annual expense, as indicated herein, can only be based on the initial maintenance program. The cost of the multipurpose maintenance program will therefore require adjustment annually through the budget process performed by the Park and Recreation Department, the Public Works Department, and the Department of Environment Resources Management (DERM) as administrators of the District. This initial cost estimate has been developed by the Public Works Department based on estimates previously provided by the Park and Recreation Department for similar maintenance taxing districts and excludes costs related to the activation of the AGREEMENT.

Prior to assumption of maintenance services by Miami-Dade County, all areas and facilities to be maintained by the District must be inspected and accepted by Miami-Dade County, and all instruments that convey title to, or provide ingress/egress over, any real property to be maintained by Miami-Dade County shall be submitted to the Special Taxing Districts Division of the Miami-Dade County Public Works

Department. Maintenance of any lake, natural preservation area, archeological site and mitigation area within the District boundary to be maintained by the District will commence upon notice from DERM that the developer has complied with any and all maintenance requirements imposed by DERM.

However, implementation of maintenance services may begin no later than October 1st, the beginning of the County's fiscal year, providing sufficient time to initiate the process of assessment and notice of collection to all property owners within the District and that any applicable access provisions expressed in the preceding paragraph are met.

Miami-Dade County shall determine the minimum service level. Maintenance services may not be entirely eliminated unless the District is abolished.

B) Street Lighting Services – As provided for under Section 18-2 of the Code, the property owner(s), the developer(s), within the proposed District shall guarantee payment of all costs and expenses incidental to the creation of such District and shall pay the entire cost of providing street lighting within the District for the first year. The Florida Power and Light Company will install the lights, poles and service lines at its expense, with annual service/rental costs to be borne by District property owners. However, the special taxing district, the developer(s), may be required to pay a differential cost if rapid construction techniques cannot be used on this project. This cost is estimated and shown as Florida Power and Light restoration cost in the District's cost estimate in Item 3(B) above.

The facilities provided by the Florida Power and Light Company will remain its property, and the company will be responsible for the maintenance of the light standards, fixtures, lamps, and all connecting service lines. The cost of streetlights in this District will be continual and is based on a preliminary estimate using Rate Schedule No. SL-1 prepared by the Florida Power and Light Company and approved by the Florida Public Service Commission, a copy of which is attached. The District will pay the Florida Power and Light Company a monthly rental fee on each installation.

As provided by Chapter 18 of the Code of Miami-Dade County, the petitioner(s) shall advance the first year's estimated streetlight costs and pay all costs incurred to create the District for its first year of operation. The District's property owners shall pay these costs for the second and succeeding years.

Miami-Dade County may enter into an agreement with the Florida Power and Light Company, form attached, wherein Miami-Dade County will pay to the Florida Power and Light Company any costs associated with the streetlight installation, and monthly payments for the annual cost of providing the streetlight service. Following the creation of the District by the Board of County Commissioners (BCC) and upon receipt of the payment from the developer(s) of the total estimated cost for the first year as specified above, the County Manager shall cause the petitioner's plat to be placed on a Commission Agenda for acceptance and subsequent recordation.

5. CONFORMITY TO THE MASTER PLAN OF MIAMI-DADE COUNTY

The proposed District conforms to and in no way conflicts with the Comprehensive Development Master Plan of Miami-Dade County (see attached memorandum from the Department of Planning and Zoning).

6. RECOMMENDATION CONCERNING THE DESIRABILITY OF THIS DISTRICT

The need for street lighting in Miami-Dade County is apparent. Residents and property owners of Miami-Dade County continue to demonstrate their desire for the services which will be provided by this District through numerous petitions and personal requests.

The multipurpose maintenance program has been required by the County to maintain preservation areas and to ensure provisions of the AGREEMENT are met.

In my opinion, the proposed multipurpose maintenance and streetlight program will provide special benefits to property within the District exceeding the amount of special assessments to be levied.

7. ESTIMATE OF ASSESSMENT AGAINST BENEFITED PROPERTY

A) Multipurpose Maintenance Services – The combined cost of the multipurpose maintenance program excluding services specified in the AGREEMENT, and administrative expenses as shown in Item 3(A) above is to be paid for by special assessments levied against all benefited properties following District implementation and is to be apportioned to individual properties within the District on the basis of lot or parcel square footage. The cost per assessable square foot to be assessed for this service is estimated as follows:

<u>Estimated Annual Assessments</u>	<u>First Year</u>	<u>Second Year</u>
Estimated Total Multipurpose Maintenance Cost:		\$196,980
Estimated Total Assessable Property Square Footage:	Services will be Provided by Petitioner	4,001,552
Estimated Cost Per Square Foot of Real Property:		\$0.0492
<u>Sample Assessments</u>	<u>First Year</u>	<u>Second Year</u>
For A Typical Interior Commercial Lot:	Services will be Provided by Petitioner	\$3,077.80
For A Typical Corner Commercial Lot:		\$2,607.70

B) Street Lighting Services – As was determined in Item 3(B) above, each property owner along the lighted roadway will pay the County, through a special assessment, a proportionate share of the total annual cost the second year and each succeeding year based on front footage. The cost per assessable front foot to be assessed for this service is estimated as follows:

<u>Estimated Annual Assessments</u>	<u>First Year</u>	<u>Second Year</u>
Estimated Total Street Lighting Cost:	Advanced by Petitioner	\$22,620
Estimated Total Assessable Front Footage:		12,692
Estimated Cost Per Front Foot of Real Property:		\$1.782
<u>Sample Assessments</u>	<u>First Year</u>	<u>Second Year</u>
For A Typical Interior Commercial Lot:	Advanced by Petitioner	\$399.17
For A Typical Corner Commercial Lot:		\$306.50

C) Estimated Combined Annual Assessments – The annual assessments shown below are representative of costs for typical commercial lots within this District and will be adjusted from actual experience.

<u>Sample Assessments</u>	<u>First Year</u>	<u>Second Year</u>
For A Typical Interior Commercial Lot:	Provided by Petitioner	\$3,476.97
For A Typical Corner Commercial Lot:		\$2,914.20

8. RECOMMENDATION

I recommend that Pan American West Park Multipurpose Maintenance and Street Lighting Special Taxing District be created pursuant to Section 18-2 of the Code, which provides for the creation of special taxing districts for street lighting in new subdivisions and Section 18-22.1 permitting a petition of all property owners for multipurpose maintenance services. The creation of this District will be subject to BCC approval; no election will be necessary as 100 percent of the property owners signed the petition. Following adoption of the creation ordinance, it is further recommended that the BCC adopt the District's Preliminary Assessment Roll(s) Resolution. Adoption of this resolution will enable the Miami-Dade County Tax Collector to collect the funds necessary to administer this District, as well as provide funds for payment of District services. In the event actual costs are lower than the costs estimated, the Director of the Public Works Department or her designee shall adjust and decrease the rate of assessment. In the event actual second year costs are higher than the costs estimated, the County Manager may cause to be prepared revised preliminary assessment roll(s) and file the same with the Clerk of the Board for a scheduled public hearing to adopt the revised assessment roll(s). The ordinance creating the District shall take effect ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, it shall become effective only upon an override by the BCC. My office will also be available to answer any questions from the public or your office in regard to the financial and/or engineering facts of this project. We further recommend that the County Manager forward this attached report to the BCC after he has reviewed it and concurred with our findings.

- Encls:
- (1) Copy of Petition and Attachments
 - (2) Copy of FP&L Rate Schedule No. SL-1
 - (3) Copy of FP&L Street Lighting Agreement Form
 - (4) Sample Pages of Four Party Agreement
 - (5) Copy of Memo from Department of Planning and Zoning
 - (6) District Boundary Map (Exhibit A)

MEMORANDUM

TO: Kay M. Sullivan, Director
Office of the Clerk of the Board
Attn: Keith Knowles

DATE: June 24, 2004

FROM: Charles W. Small, Jr.
Acting Chief
Special Taxing Districts Division

SUBJECT: Pan American West Park
Multipurpose Special
Taxing District

In reference to the subject petition, we hereby certify that, in compliance with Section 18-22.1 of the Miami-Dade County Code, this Department has verified the attached name against the records of the Property Appraisal Department, and has concluded that said petition relates to real property in a new subdivision and the signator is an owner and/or individual signing in his official capacity as representative of the owner of the property in question. We are therefore submitting the following information:

- | | | |
|----|--|-------------|
| 1. | Total number of parcels of land within district boundaries | <u>1</u> |
| 2. | Total number of owners of property within district boundaries | <u>1</u> |
| 3. | Total number of resident owners within district boundaries
(this is a new subdivision area) | <u>0</u> |
| 4. | Total number of signatures on the petition | <u>1</u> |
| 5. | Total number of owners or representatives signing the petition
in an official capacity | <u>1</u> |
| 6. | Percentage of owners or representatives signing the petition
in their official capacity | <u>100%</u> |

Pursuant to Section 18-22.1 of the Code, this is a valid petition.

By copy of this memorandum, I am forwarding this petition for review by the County Attorney for legal sufficiency.

Attachment

cc: James Kracht

MIAMI-DADE COUNTY
PUBLIC WORKS DEPARTMENT
SPECIAL TAXING DISTRICTS DIVISION

PAGE _____ OF _____

5-16-04

Document Preparation
Date

Departmental Acceptance Date
(Government Use Only)

PETITION FOR MULTIPURPOSE SPECIAL TAXING DISTRICT

To the Board of County Commissioners of Miami-Dade County, Florida:

We, the undersigned property owners, do hereby petition Miami-Dade County, Florida for the creation of the Special Taxing District(s) required by the respective plat(s) pursuant to Chapter 18 of the Code of Miami-Dade County Florida, for any or all of the following: installation, operation and maintenance of sodium vapor street lights of an intensity of 9,500 up to 50,000 lumens, mounted on concrete, fiber glass or existing poles; and/or lake, landscape, entrance features and wall maintenance services. The petitioned for district lies within the following described unincorporated area of Miami-Dade County as more fully described on the attached Exhibit A.

Tentative Plat(s) Name(s) and Number(s) Pan American West Park

It is understood and agreed that the boundaries of this district may be reviewed by the appropriate County authorities. It is also understood that the street lights to be provided shall be in accordance with minimum standards and requirements set forth by the Miami-Dade County Public Works Department.

OWNER'S NAME	OWNER'S ADDRESS	LEGAL DESCRIPTION OF PROPERTY	TAX FOLIO NUMBER
Pan American West Ltd. by			30-3935 000 0030
Pan American West Partners, LC			
through its Managing Member			
Carlos C. Lopez Cantera			
2199 Ponce de Leon Blvd.		MORE FULLY	
Coral Gables, FL 33134		DESCRIBED ON	
		THE ATTACHED	
Santa Fe River Co. Limited		"EXHIBIT A"	
BEJ Oates & O. Watterson			
Douglas, Isle of Man			

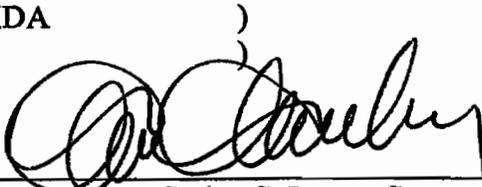
NOTARY STATEMENT AND STAMP

Please see attached notarization pages.

Pan American West Park

NOTARIZATION OF OWNER'S SIGNATURE FOR THE PETITION OF SPECIAL TAXING DISTRICT

STATE OF FLORIDA
COUNTY OF

Signature: 
Carlos C. Lopez-Cantera – Managing Member

Before me personally appeared Carlos Lopez CANTELA

this 17th day of May 2004, and he acknowledged to and before me

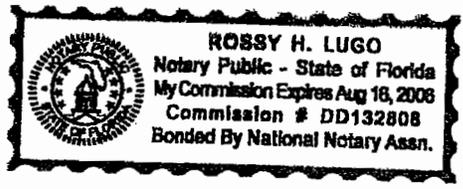
that he executed the same for the purpose therein. Personally known to

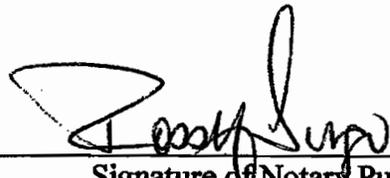
me ✓ or produced _____ as identification and who

did (not) take an oath.

WITNESS my hand and seal in the County and State last aforesaid this 17th day of
May 2004.

NOTARY SEAL




Signature of Notary Public

Rossy LUGO
Print Name of Notary Public

8-16-06
My Commission Expires

EXHIBIT A

EXHIBIT A TO THE PETITION FOR THE PLAT (S)

KNOWN AS Pan American West Park

DATED 5-16-04 FOR THE CREATION OF SPECIAL

TAXING DISTRICT (S) FOR

**STREET LIGHTING
AND/OR LAKE, LANDSCAPE AND/OR WALL MAINTENANCE**

INSERT LEGAL DESCRIPTION

**The West 7/8 of the Northwest 1/4 of Section 35, Township 53
South, Range 39 East lying and being in Miami-Dade County,
Florida**

LESS

**The West 35 feet and the North 49 feet thereof, lying and being in
Miami-Dade County, Florida and containing 135.46 acres more or
less.**

EXHIBIT B

EXHIBIT B TO THE PETITION FOR THE SUBDIVISION KNOWN AS PAN AMERICAN WEST PARK DATED 5/16/04, FOR THE CREATION OF A SPECIAL TAXING DISTRICT FOR STREET LIGHTING.

AREA TO BE MAINTAINED:

Mitigation Preservation Areas throughout property.

STREET LIGHTING

RATE SCHEDULE: SL-1

AVAILABLE:

In all territory served.

APPLICATION:

For lighting streets and roadways, whether public or private, which are thoroughfares for normal flow of vehicular traffic. Lighting for other applications such as: municipally and privately-owned parking lots; parks and recreational areas; or any other area not expressly defined above, is not permitted under this schedule.

TYPE OF INSTALLATION:

FPL-owned fixtures normally will be mounted on poles of FPL's existing distribution system and served from overhead wires. On request of the Customer, FPL will provide special poles or underground wires at the charges specified below. Customer-owned systems will be of a standard type and design, permitting service and lamp replacement at no abnormal cost to FPL.

SERVICE:

Service includes lamp renewals, patrol, energy from dusk each day until dawn the following day and maintenance of FPL-owned Street Lighting Systems.

LIMITATION OF SERVICE:

For Mercury Vapor, Fluorescent and Incandescent luminaires, no additions or changes in specified lumen output on existing installations will be permitted under this schedule after October 4, 1981 except where such additional lights are required in order to match existing installations.

Stand-by or resale service is not permitted hereunder.

CUSTOMER CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

- a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Street Light System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by FPL with a credit (not to exceed the total CIAC cost) for the value of this work as determined by FPL;
- b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Street Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Street Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

These costs shall be paid by the Customer prior to the initiation of any construction work by FPL. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

(Continued on Sheet No. 8.716)

(Continued from Sheet No. 8.715)

REMOVAL OF FACILITIES:

If Street Lighting facilities are removed either by Customer request or termination or breach of the agreement, the Customer shall pay FPL an amount equal to the original installed cost of the removed facilities less any salvage value and any depreciation (based on current depreciation rates as approved by the Florida Public Service Commission) plus removal cost.

MONTHLY RATE:

Luminaire Type	Lamp Size		KWH/Mo. Estimate	Charge for FPL-Owned Unit (\$)				Charge for Customer-Owned Unit (\$)	
	Initial Lumens/Watts			Fixtures	Maintenance	Energy Non-Fuel**	Total***	Relamping/ Energy****	Energy Only
High Pressure Sodium Vapor	5,800	70	29	3.55	1.36	.60	5.51	1.29	.60
" "	9,500	100	41	3.62	1.37	.85	5.84	1.55	.85
" "	16,000	150	60	3.72	1.40	1.24	6.36	1.94	1.24
" "	22,000	200	88	5.64	1.79	1.81	9.24	2.51	1.81
" "	50,000	400	168	5.71	1.76	3.46	10.93	4.17	3.46
" "	* 12,800	150	60	3.88	1.56	1.24	6.68	2.17	1.24
" "	* 27,500	250	116	6.00	1.90	2.39	10.29	3.13	2.39
" "	* 140,000	1,000	411	9.04	3.47	8.46	20.97	10.10	8.46
Mercury Vapor	* 6,000	140	62	2.81	1.23	1.28	5.32	1.97	1.28
" "	* 8,600	175	77	2.84	1.23	1.59	5.66	2.28	1.59
" "	* 11,500	250	104	4.74	1.77	2.14	8.65	2.88	2.14
" "	* 21,500	400	160	4.73	1.75	3.30	9.78	4.02	3.30
" "	* 39,500	700	272	6.68	2.96	5.61	15.25	7.17	5.61
" "	* 60,000	1,000	385	6.85	2.88	7.93	17.66	8.91	7.93
Incandescent	* 1,000	103	36				6.91	2.46	.74
"	* 2,500	202	71				7.17	3.18	1.46
"	* 4,000	327	116				8.41	4.16	2.39
"	* 6,000	448	158				9.37	5.03	3.26
"	* 10,000	690	244				11.31	6.93	5.03
Fluorescent	* 19,800	300	122				-	3.43	2.52
"	* 39,600	700	264				-	6.62	5.44

- * These units are closed to new FPL installations.
- ** The non-fuel energy charge is 2.060¢ per kwh.
- *** Bills rendered based on "Total" charge. Unbundling of charges is not permitted.
- **** New Customer installations of those units closed to FPL installations cannot receive relamping service.

Charges for other FPL-owned facilities:

Wood pole used only for the street lighting system	\$ 2.54
Concrete pole used only for the street lighting system	\$ 3.49
Fiberglass pole used only for the street lighting system	\$ 4.13

Underground conductors not under paving	1.91¢ per foot
Underground conductors under paving	4.66¢ per foot

The Underground conductors under paving charge will not apply where a CIAC is paid pursuant to section "a)" under "Customer Contributions." The Underground conductors not under paving charge will apply in these situations.

(Continued on Sheet No. 8.717)

(Continued from Sheet No. 8.716)

On Customer-owned Street Lighting Systems, where Customer contracts to relamp at no cost to FPL, the Monthly Rate for non-fuel energy shall be 2.060¢ per kwh of estimated usage of each unit plus adjustments. On Street Lighting Systems, where the Customer elects to install Customer-owned monitoring systems, the Monthly Rate for non-fuel energy shall be 2.060¢ per kwh of estimated usage of each monitoring unit plus adjustments. The minimum monthly kwh per monitoring device will be 1 kilowatt-hour per month, and the maximum monthly kwh per monitoring device will be 5 kilowatt-hours per month.

During the initial installation period:

- Facilities in service for 15 days or less will not be billed;
- Facilities in service for 16 days or more will be billed for a full month.

WILLFUL DAMAGE:

Upon the second occurrence of willful damage to any FPL-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, FPL will:

- a) Replace the fixture with a shielded cutoff cobrahead. The Customer shall pay \$120.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed after the first occurrence, the Customer shall only pay the \$120.00 cost of the shield; or
- b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the costs specified under "Removal of Facilities"; or
- c) Terminate service to the fixture.

Option selection shall be made by the Customer in writing and apply to all fixtures which FPL has installed on the Customer's behalf. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

Conservation Charge	See Sheet No. 8.030
Capacity Payment Charge	See Sheet No. 8.030
Environmental Charge	See Sheet No. 8.030
Fuel Charge	See Sheet No. 8.030
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

TERM OF SERVICE:

Initial term of ten (10) years with automatic, successive five (5) year extensions unless terminated in writing by either FPL or the Customer at least ninety (90) days prior to the current term's expiration.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

STREET LIGHTING AGREEMENT

(a) Installation and/or removal of FPL-owned facilities described as follows:

Lights Installed			Lights Removed		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed

Poles Installed		Poles Removed		Conductors Installed		Conductors Removed	
Pole Type	# Installed	Pole Type	# Removed				

___ Feet not Under Paving ___ Feet Under Paving	___ Feet not Under Paving ___ Feet Under Paving
--	--

(b) Modification to existing facilities other than described above (explain fully):

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of \$_____ prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
 - a. the addition of street lighting facilities;
 - b. the removal of street lighting facilities; and
 - c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
15. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
16. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, (The parties hereby caused this Agreement to be executed in triplicate by their duly authorized representative to be effective as of the day and year first written above.

Changes and Terms Accepted:
Miami-Dade County SLID ()
Customer (Print or type Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

By: _____
(Signature)

(Print or type name)

(Print or type name)

Title: _____

Title: _____

CFN 20061274333 OR BK 25142 Pgs 2517 - 2801 (285 pgs)
RECORDED 11/30/2006 16:07:51
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA

AGREEMENT BETWEEN BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, PAN AMERICAN WEST LTD., PAN AMERICAN WEST PROPERTY OWNERS' ASSOCIATION, INC., AND MIAMI-DADE COUNTY

THIS AGREEMENT (the "Agreement") is made and entered into on Nov. 27 2006, by and among Miami-Dade County (the "County"), the Beacon Lakes Community Development District ("BLCDD"), a local unit of special-purpose government organized and existing pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, Pan American West, Ltd. ("Pan American"), a Florida limited liability partnership, and the Pan American West Property Owners' Association, Inc., a Florida not-for-profit corporation ("PAWPOA").

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the County, the BLCDD, Pan American and the PAWPOA agree as follows:

SECTION 1. PURPOSE

This Agreement, entered into pursuant to the authority granted by the Miami-Dade County Home Rule Charter, sets forth the responsibilities of the parties hereto, in connection with the perpetual operation and maintenance of the N.W. 25 Street Canal Hydrological Divide Project as defined below and associated responsibilities. Further, this Agreement is intended to implement the financial assurances requirements contained in Condition No. 5 of Order No. 01-82 of the Miami-Dade County Environmental Quality Control Board ("EQCB"), as recorded in Official Records Book 20130, at Page 4521 of the Public Records of Miami-Dade County, and Condition No. 7 of Order No. 03-07 of the EQCB, as recorded in Official Records Book 21013, at Page 3027 of the Public Records of Miami-Dade County.

SECTION 2. DEFINITIONS

- (1) "Beacon Lakes Community Development District" (hereinafter sometimes referred to as the "BLCDD") shall mean that unit of special-purpose government established with respect to the real property designated herein below as "Beacon Lakes". The BLCDD was approved by the Board of County Commissioners of Miami-Dade County, Florida, by Ordinance 03-105, passed and adopted May 6, 2003.
- (2) "Beacon Lakes" shall mean that real property described in Miami-Dade County Ordinance 03-105, enacted May 6, 2003, consisting of all real property lying within the geographic boundaries of the BLCDD.
- (3) "Pan American West" shall mean that certain 135 acre parcel located in the west 7/8 of the NW 1/4 of Section 35, Township 53, Range 39 East, lying and being in Miami-Dade County, Florida, less the west 35 feet and the north 49 feet thereof and lying south of theoretical NW 25th Street, east of NW 137th Avenue, which is subject to the provisions of EQCB Order No. 03-07.
- (4) "Pan American West Property Owners' Association, Inc., or PAWPOA" shall mean that certain property owners association organized and existing pursuant to Chapter 617, Florida Statutes, which is responsible for the maintenance of certain common areas within the real property defined as Pan American West described in EQCB Order No. 03-07, consisting of all real property lying within Pan American West.

- (5) "N.W. 25 Street Canal" (hereinafter sometimes referred to as the "Canal") shall mean that body of water which is described in Exhibit A attached hereto and incorporated herein by reference hereto.
- (6) " N.W. 25 Street Canal Hydrological Divide" (hereinafter sometimes referred to as the "N.W. 25 ST Divide") shall mean a hydrological condition or hydrological state wherein the water level in the Canal between N.W. 117th Avenue and N.W. 137th Avenue is created and maintained such that the water level in the Canal is higher than the groundwater level in the Beacon Lakes Water Level Monitoring Gauges provided for in this Agreement and such that the water level in the Canal continuously and without interruption prevents the discharge of any pollution, liquid waste, hazardous waste, or hazardous materials, all of the foregoing as defined by Chapter 24 of the Code of Miami-Dade County, as same may be amended from time to time, from Beacon Lakes or from Pan American West, or both, to any point north of the Canal.
- (7) "Beacon Lakes N.W. 25 Street Control Structure" (hereinafter sometimes referred to as the "Structure") shall mean that facility which is described in Exhibit B attached hereto and incorporated herein by reference hereto.
- (8) "Beacon Lakes Water Level Monitoring Gauges" shall mean the facilities which are described in Exhibit C attached hereto and incorporated herein by reference hereto.
- (9) "Beacon Lakes Water Quality Monitoring Wells" shall mean the facilities which are described in Exhibit D attached hereto and incorporated herein by reference hereto.

- (10) "PAW Water Quality Monitoring Wells" shall be those three (3) water quality monitoring wells which will be constructed and located within stormwater management areas within Pan American West, in such a manner as to detect pollutants in groundwater that may result from development within Pan American West. The exact locations of the wells and the well construction specifications shall be determined and approved in the sole discretion of the County.
- (11) "N.W. 25 Street Canal Hydrological Divide Project" (hereinafter sometimes referred to as the "Project") shall mean that undertaking which is hereby defined to include the perpetual operation and perpetual maintenance of: the full functionality of the N.W. 25 ST Divide; the Canal; the Structure; the Beacon Lakes Water Level Monitoring Gauges; the Beacon Lakes Water Quality Monitoring Wells; the PAW Water Quality Monitoring Wells, sampling and data reporting of water levels from the Beacon Lakes Water Level Monitoring Gauges; sampling, analyses, and reporting of water quality from the Beacon Lakes Water Quality Monitoring Wells; sampling, analyses, and reporting of water quality from the PAW Water Quality Monitoring Wells; and sampling, analyses, and reporting of sediment quality from the Canal, all of the foregoing as set forth in this Agreement.
- (12) "Snapper Creek Extension Canal" (hereinafter sometimes referred to as the "SCE") shall mean the canal water body running continuously north and south on the east side of the Florida Turnpike Extension between the Miami Canal (C-6) and the Tamiami Canal (C-4).

(13) "Northwest Wellfield Hydrological Divide at the Snapper Creek Extension Canal" (hereinafter sometimes referred to as the "SCE Divide") shall mean a hydrological condition or hydrological state wherein the water level in the SCE, from N.W. 106th Street to N.W. 25th Street, as measured at N.W. 74th Street, is created and maintained such that the water level in the SCE is higher than the ground water levels in the SCE Water Level Monitoring Wells provided for in this Agreement, all of which are eastward of the SCE, and such that the water level in the SCE continuously and without interruption prevents the discharge of any pollution, liquid waste, hazardous waste, or hazardous materials, all of the foregoing as defined by Chapter 24 of the Code of Miami-Dade County, as same may be amended from time to time, from the Resources Recovery Facility (folio 35-3017-001-0120) and the 58th Street Landfill (folio 30-3016-000-0010), both of which are located in the vicinity of N.W. 97th Avenue and N.W. 74th Street, to any point west of the SCE.

(14) "SCE Water Level Monitoring Wells" shall mean those water level monitoring facilities which are described in Exhibit E attached hereto and incorporated herein by reference hereto.

SECTION 3. DUTIES AND RESPONSIBILITIES OF THE PAWPOA AND THE BLCDD

(1) Summary. BLCDD and the PAWPOA shall be responsible for maintaining and monitoring the Project by:

- (a) Performing any engineering or remedial actions as may be needed to maintain the full functionality of the N.W. 25 ST Divide as set forth in this Agreement;
- (b) Maintaining the Canal as set forth in this Agreement;

- (c) Maintaining the Structure as set forth in this Agreement;
 - (d) Maintaining the Beacon Lakes Water Level Monitoring Gauges and performing data collection and data reporting as set forth in this Agreement;
 - (e) Maintaining the Beacon Lakes Water Quality Monitoring Wells and the PAW Water Quality Monitoring Wells and performing sampling, sample analyses, and data reporting as set forth in this Agreement; and
 - (f) Performing sediment sampling and performing sample analyses and reporting as set forth in this Agreement.
- (2) If at any time during the monitoring of the Beacon Lakes Water Level Monitoring Gauges the County determines that the N.W. 25 ST Divide is not fully functional for any reason of any kind whatsoever, the County shall advise the BLCDD and the PAWPOA in writing of same and the BLCDD and the PAWPOA shall submit an engineering and remedial action plan to the County not later than (45) forty-five days from receipt of said written notice. Said engineering and remedial action plan shall set forth in detail the proposed engineering modifications and all other steps necessary to restore the full functionality of the N.W. 25 ST Divide. Notwithstanding the foregoing, the aforesaid engineering and remedial action plan shall neither impair nor or in any way negatively impact the full functionality of the SCE Divide. The BLCDD and the PAWPOA shall, upon receipt of the County's written approval of the aforesaid engineering and remedial action plan, implement the approved engineering and remedial action plan in accordance with the time periods set forth in the written approval. In the event that the County disapproves the aforesaid engineering and remedial action plan, the BLCDD and the PAWPOA shall, within

seven (7) days from receipt of the written disapproval, submit to the County a revised engineering and remedial action plan to address those matters which caused the disapproval by the County. Upon receipt of the written approval from the County of an acceptable revised engineering and remedial action plan, the BLCDD and the PAWPOA shall thereupon implement the approved, revised engineering and remedial action plan within the time periods set forth in the written approval by the County.

(3) The BLCDD and the PAWPOA shall maintain the Canal in conformance with the signed and sealed construction plan and as-built cross-sections approved by the County pursuant to Class III Permit WC-030808-1, a copy of which construction plan view and as-built cross-sections are attached hereto as Exhibit F and incorporated herein by reference hereto. Maintenance of the entire length of the Canal from N.W. 117th Avenue to theoretical N.W. 136th Avenue (10,185 feet) shall be performed by the BLCDD and the PAWPOA not less than four (4) times per year and shall include at a minimum the following:

- (a) Mechanical harvesting of aquatic plants and removal of all obstructions and all debris using a boat harvester that can be launched into the Canal without a boat ramp or the equivalent of same as approved by the County in writing;
- (b) Aquatic herbicide management to remove all algae and submersed and floating aquatic plants using federally-approved aquatic herbicides to be applied by a State of Florida licensed applicator or the equivalent of same as approved by the County in writing;
- (c) Grass and brush shall be controlled from the top of bank of the Canal to the Canal's waters edge to such an extent that the grass and brush do not interfere

with the full functionality of the Project using federally approved herbicides to be applied by a State of Florida licensed applicator or the equivalent of same as approved by the County in writing;

- (d) Canal bank mowing in a manner that results in the grass on the Canal bank never being higher than eight (8) inches in height;
- (e) Canal berms on the north and south sides of the Canal shall be maintained at not less than the elevations shown on the Canal construction plans and as-built cross section plans attached as Exhibit F in such a manner that all such berms are not less than one (1) foot above the applicable Miami-Dade County Flood Criteria and in such a manner that there is neither direct stormwater runoff nor other positive discharges into the Canal;
- (f) A six (6) foot high chain link fence shall be maintained on the northern boundary of the Canal right-of-way. The chain link fence and gated access shall be maintained in accordance with the construction detail drawings attached hereto as Exhibit G and incorporated herein by reference hereto. Gated access shall be located as follows: one (1) gate at theoretical NW 118th Avenue; two (2) gates at N.W. 127th Avenue; and one (1) gate at theoretical NW 135th Avenue; and
- (g) Maintenance of the twenty-five (25) foot-wide canal maintenance corridor as shown on construction plans attached as Exhibit F in such a manner to include a gradual cross slope not to exceed $\frac{1}{4}$ inch per foot and base capable of withstanding HS-20 loading the entire length and width of the canal maintenance corridor.

If at any time the County determines that the required maintenance of the Canal as required herein has not been performed in an adequate or timely manner, as determined in the sole discretion of the County, the BLCDD and the PAWPOA shall adequately perform this required maintenance not later than ten (10) days after receipt of written notification from the County. Replacement of the fences, gates, berms, and road base shall be in accordance with the requirements set forth in Section 5 herein.

(4) The BLCDD and the PAWPOA shall maintain the Structure in conformance with the construction and as-built plans and maintenance schedule attached hereto as Exhibit B and incorporated herein by reference hereto. Maintenance by the BLCDD and the PAWPOA shall also include the wood deck, the staff gauge, the six (6) foot high chain link fence, and the gate for access control. Every six (6) months the County shall provide access to the locked (by the County) Structure to the BLCDD and the PAWPOA so that the BLCDD and the PAWPOA can grease all fittings, move the operating mechanism, and inspect the connecting culvert, all of the foregoing to ensure that the Structure can be opened and closed, that the Structure and culvert are functioning to control and prevent all water flow in the Structure's closed position, and that there is no obstruction in the open position of the Structure. If, at any time, the County determines that maintenance or repair is required on the Structure, as set forth herein, the BLCDD and the PAWPOA shall perform this maintenance or repair not later than ten (10) days after receipt of written notification from the County. Replacement of the Structure shall be in accordance with the requirements set forth in Section 5 herein.

(5) The BLCDD and the PAWPOA shall be responsible for the operation and maintenance of a total of four (4) water level monitoring gauges, to wit, the Beacon Lakes Water Level Monitoring Gauges. The structural plans, locations, and as-built specifications for the Beacon Lakes Water Level Monitoring Gauges are set forth in Exhibit C. One of the Beacon Lakes Water Level Monitoring Gauges, a surface water gauge, shall provide hourly readings of water level stages in that portion of the SCE four hundred (400) feet north of N.W. 25th Street to ensure that water levels in the SCE are not lowered by water delivery from the SCE to the Canal in a manner which could negatively impact the full functionality of the SCE Divide. Three of the Beacon Lakes Water Level Monitoring Gauges, one surface water gauge and two groundwater gauges, shall provide hourly readings in the Canal at theoretical N.W. 132nd Avenue and in ground water level wells north and south of the Canal to determine if the N.W. 25 ST Divide is fully functioning. Data shall be downloaded from the electronic dataloggers in each of the four (4) Beacon Lakes Water Level Monitoring Gauges monthly and this data shall be submitted to the County, hard copy and electronically, every month under normal conditions and every two weeks under a drought or emergency condition, as determined in the sole discretion of the County. All data collection, data reporting, gauge maintenance, maintenance reporting, and gauge replacement shall comply with the requirements set forth in the "Water Level Recorder Data Collection, Reporting, and Maintenance Requirements: Comprehensive Procedures and Equipment Specifications" plan attached hereto as Exhibit H and incorporated herein by reference hereto. One (1) Beacon Lakes Water Level Monitoring Gauge south of the Canal is located within publicly owned County

road right-of-way within Beacon Lakes on N.W. 131st Avenue and north of N.W. 17th Street. Three (3) of the Beacon Lakes Water Level Monitoring Gauges are located off-site from Beacon Lakes and Pan American West: one groundwater gauge is located on N.W. 41st Street at N.W. 140th Avenue; one surface water gauge is located within the N.W. 25th Street Canal right-of-way at theoretical N.W. 132nd Avenue; and one surface water gauge is located within the SCE canal right-of-way four hundred (400) feet north of N.W. 25th Street. If, at any time and for any reason, the wells, gauges, sampling platforms, monitoring equipment, or any other facilities of the Beacon Lakes Water Level Monitoring Gauges are damaged or impaired or rendered inoperative, in whole or in part, the BLCDD and the PAWPOA shall report said damage, impairment or inoperability of the Beacon Lakes Water Level Monitoring Gauge(s) to the County not later than ten (10) days from discovery thereof and shall repair or replace the Beacon Lakes Water Level Monitoring Gauge(s) in accordance with the original design or approved then current design if replacement is required. Prior to any repair, replacement, or both, of any component of the Beacon Lakes Water Level Monitoring Gauges, the BLCDD and the PAWPOA shall obtain the prior written approval of same from the County. All such repair, replacement, or both, shall be completed not later than thirty (30) days from receipt by the BLCDD and the PAWPOA of written approval by the County. Replacement shall be in accordance with the requirements set forth in Section 5 herein.

- (6) The BLCDD and the PAWPOA shall be responsible for maintenance of and annual sampling and data reporting from three (3) water quality monitoring wells installed

within Beacon Lakes, to wit, the Beacon Lakes Water Quality Monitoring Wells. Site plans for the well locations, well as-builts, installation requirements, data reporting requirements, and September 2004 baseline data results with respect to the Beacon Lakes Water Quality Monitoring Wells are set forth in Exhibit D. The Beacon Lakes Water Quality Monitoring Wells shall be sampled annually during the period June 1st through September 30th and after at least three inches of rainfall within any one seven day period during the aforesaid time period as measured at the Miami Field Station located at 9001 N.W. 58 Street, Miami-Dade County, Florida, as determined by the County and in such a manner as to provide comparable samples with the baseline samples obtained in September 2004. Samples shall be analyzed by the BLCDD and the PAWPOA at background detection levels determined by the County for the following parameters: oil and grease; FLO-PRO; halogenated volatile organic compounds; volatile organic aromatics; solvent scan; total recoverable metals (arsenic, lead, copper, chromium, zinc, and iron); and any other parameter deemed necessary and appropriate in the sole discretion of the County. Samples shall be analyzed by a laboratory certified by the appropriate federal or state government agency for each parameter required herein. Sample results shall be submitted to the County not later than thirty (30) days following the sampling event. The County, at its sole discretion, may modify the sampling frequency and parameters required herein. The County shall be notified by the BLCDD and the PAWPOA not less than seventy-two (72) hours prior to the occurrence of any sampling event required by this Agreement to provide to the County the opportunity to split samples. If at any time and for any reason the Beacon Lakes Water Quality Monitoring Wells are damaged

or impaired or rendered inoperative, in whole or in part, the BLCDD and the PAWPOA shall report said damage, impairment or inoperability of the Beacon Lakes Water Quality Monitoring Wells to the County not later than ten (10) days from the date of discovery thereof and shall repair or replace the Beacon Lakes Water Quality Monitoring Wells in accordance with their original design as set forth in Exhibit D or in accordance with an approved then current design if replacement is required. Prior to any repair, replacement, or both, of any component of the Beacon Lakes Water Quality Monitoring Wells, the BLCDD and the PAWPOA shall obtain prior written approval of same from the County. All such repair, replacement, or both, shall be completed not later than thirty (30) days from receipt by the BLCDD and the PAWPOA of written approval from the County. Replacement shall be in accordance with the requirements set forth in Section 5 herein.

- (7) The BLCDD and the PAWPOA shall conduct random sampling of the Canal bottom sediments not less than once per year in September so that the results thereof can be compared to the baseline sediment sampling methods and results reported for September 2004. Copies of the "Sediment Management Plan" and sediment baseline results are attached hereto as Exhibit I and incorporated herein by reference hereto. All samples shall be analyzed by the BLCDD and the PAWPOA for metals (normalized against aluminum), for EPA Method 8270 parameters (normalized against organic carbon), and for any other parameter deemed appropriate and necessary, at the sole discretion of the County. Any changes to the sampling protocol and frequency shall be subject to the prior written approval of the County. The County shall be notified by the BLCDD and the PAWPOA not less than seventy-two

(72) hours prior to the occurrence of any sampling event required by this Agreement to provide to the County the opportunity to split samples.

- (8) The BLCDD and the PAWPOA shall provide or cause to be provided all occupants and proposed occupants of Beacon Lakes and Pan American West with copies of the six (6) restrictive covenants running with the land in favor of Miami-Dade County. The six (6) covenants, four for Beacon Lakes and two for Pan American West, are attached hereto as Exhibit J and incorporated herein in substantial form by reference. Additionally, the BLCDD and the PAWPOA shall advise or cause to be advised each occupant and proposed occupant of Beacon Lakes and Pan American West that, notwithstanding the zoning classification(s) in Beacon Lakes and Pan American West, the development and use of any real property in Beacon Lakes and Pan American West is limited to those uses which are permitted under Table E-1 of Section 24-43 of the Code of Miami-Dade County, Florida, as same may be amended from time to time, attached hereto as Exhibit K and incorporated herein by reference hereto, and that the use, storage, generation, handling, disposal, and discharge of hazardous materials and hazardous waste, as same are defined by Chapter 24 of the Code of Miami-Dade County, Florida, as same may be amended from time to time, are prohibited. Additionally, the BLCDD and the PAWPOA shall advise or cause to be advised all occupants and proposed occupants of Beacon Lakes and Pan American West in writing prior to such occupancy that no certificate of use or certificate of occupancy, or its equivalent, shall be issued by the County or any municipality for any facility subject to the provisions of Chapter 24 of the Code of Miami-Dade County, Florida, and no such facility shall commence operations of any kind unless

and until the County determines that all work has been completed in strict compliance with approved plans and specifications, and that the facility will operate in accordance with the provisions of Chapter 24 and all applicable operating permits have been obtained pursuant to Chapter 24 of the Code of Miami-Dade County, Florida, as same may be amended from time to time.

- (9) The PAWPOA and the BLCDD shall be responsible for maintenance of and annual sampling and data reporting from three (3) water quality monitoring wells within Pan American West, to wit, the PAW Water Quality Monitoring Wells. The PAW Water Quality Monitoring Wells shall be constructed by the PAWPOA and the BLCDD and site plans for the well locations, well location surveys including elevation at top of casing, well as-builts, and data reporting procedures with respect to the PAW Water Quality Monitoring Wells shall be submitted by the PAWPOA and the BLCDD to the County prior to the issuance of any Certificates of Use and Occupancy at Pan American West. Not later than 30 (thirty) days after installation of the three wells, samples shall be taken from each well by the PAWPOA and the BLCDD and said samples shall be analyzed by the PAWPOA and BLCDD at background detection levels determined by the County for the following parameters: oil and grease; FLO-PRO; halogenated volatile organic compounds; volatile organic aromatics; solvent scan; total recoverable metals (arsenic, lead, copper, chromium, zinc, and iron); and any other parameter deemed necessary and appropriate in the sole discretion of the County. Samples shall be analyzed by a laboratory certified by the appropriate federal or state government agency for each parameter required herein. Sample results shall be submitted to the County not later than thirty (30) days following the

sampling event. The County, at its sole discretion, may modify the sampling frequency and parameters required herein. The County shall be notified by the PAWPOA and the BLCDD not less than seventy-two (72) hours prior to the occurrence of said sampling event to provide the County the opportunity to split samples. Said sample results shall constitute baseline water quality conditions at Pan American West. Thereafter, the PAW Quality Monitoring Wells shall be sampled annually during the period June 1st through September 30th and after at least three inches of rainfall within any one seven day period during the aforesaid time period as measured at the Miami Field Station located at 9001 N.W. 58 Street, Miami-Dade County, Florida, as determined by the County. The PAW Quality Monitoring Wells shall be sampled by the PAWPOA and the BLCDD and said samples analyzed by the PAWPOA and the BLCDD in such a manner as to provide comparable samples with the original baseline samples. Samples shall be analyzed by a laboratory certified by the appropriate federal or state government agency for each parameter required herein. Sample results shall be submitted to the County by the PAWPOA and the BLCDD not later than thirty (30) days following the sampling event. The County, at its sole discretion, may modify the sampling frequency and parameters required herein. The County shall be notified by the PAWPOA and the BLCDD not less than seventy-two (72) hours prior to the occurrence of any sampling event required by this Agreement to provide to the County the opportunity to split samples. If at any time and for any reason the PAW Water Quality Monitoring Wells are damaged or impaired or rendered inoperative, in whole or in part, the PAWPOA and the BLCDD shall report said damage, impairment or inoperability of the PAW Water Quality

Monitoring Wells to the County not later than ten (10) days from the date of discovery thereof and the PAWPOA and the BLCDD shall repair or replace the PAW Water Quality Monitoring Wells in accordance with their original design or in accordance with an approved then current design if replacement is required. Prior to any repair, replacement, or both, of any component of the PAW Water Quality Monitoring Wells, the PAWPOA and the BLCDD shall obtain prior written approval of same from the County. All such repair, replacement, or both, shall be completed not later than thirty (30) days from receipt by the PAWPOA and the BLCDD of written approval from the County. Replacement shall be in accordance with the requirements set forth in Section 5 herein.

SECTION 4. ADDITIONAL FINANCIAL OBLIGATIONS OF PAWPOA

- (1) The parties acknowledge that in order to facilitate the implementation of the Agreement, the BLCDD will be primarily responsible for fulfilling all the maintenance, testing and reporting obligations described in this Agreement, both on its behalf and on behalf of PAWPOA. However, nothing in this Agreement shall in any way relieve Pan American West, Ltd., or the PAWPOA of their obligations under EQCB Order No. 03-07 or this Agreement.
- (2) On or about January 1, the BLCDD shall annually submit an invoice to Pan American and the PAWPOA representing the PAWPOA's anticipated share of the cost of their obligations under this Agreement for the upcoming calendar year as well as for the PAWPOA's share of additional costs incurred during the preceding calendar year in the performance of their obligations under this Agreement. The

PAWPOA shall remit payment to the BLCDD within thirty (30) days of the receipt of an invoice from BLCDD.

- (3) Within five (5) business days following the execution of this Agreement, Pan American West, Ltd., or the PAWPOA shall provide to the BLCDD and the County a cash bond in the amount of 110% of its share of the estimated cost of performing the maintenance, testing and reporting obligations under this Agreement over two years. In the event of a disagreement over the estimated costs, the County's determination shall govern. The cash bond shall be held by the BLCDD in an interest bearing account. If the PAWPOA ever fails to make payments to the BLCDD as required in this Agreement, the BLCDD and/or the County may immediately withdraw all or a portion of the cash bond to cover PAWPOA's financial obligations.
- (4) Pan American West, Ltd., shall file a petition for the creation by the County of a dormant Multipurpose Special Taxing District to finance through special assessments the installation and maintenance of certain facilities within Pan American West, including the NW 25th Street Canal and the Control Structure.

The BLCDD shall immediately notify the County in writing of any failure by the PAWPOA to make required payments under this Agreement. As soon as practicable following receipt of such notice, the County may activate the dormant special taxing district by adopting such assessment roll resolution(s) as are necessary and, thereafter, the special taxing district shall assume the full responsibility of the PAWPOA under this Agreement. Such action by the County shall not foreclose any other remedy provided by this Agreement to require satisfaction by PAWPOA of its obligations herein.

- (5) Following the activation of the Pan American West Multipurpose Special Taxing District, the BLCDD shall annually submit for payment to the special taxing district an invoice for services rendered on behalf of the PAWPOA during the preceding calendar year and the estimated costs for the next calendar year.

SECTION 5. DUTIES AND RESPONSIBILITIES OF THE COUNTY

- (1) The County shall be responsible for operating the Structure. The Structure shall be closed at all times. The Structure shall be opened only by the County and only in the sole discretion of the County. The BLCDD and the PAWPOA agree that neither the BLCDD nor BLCDD representatives nor the PAWPOA nor PAWPOA representatives shall operate the Structure unless in the immediate physical presence of and under the direct supervision of the County or the County's representatives and for maintenance purposes only. The BLCDD and the PAWPOA shall notify the County if the BLCDD or the BLCDD representatives or the PAWPOA or PAWPOA representatives observe or learn of any other person opening or attempting to open the access gate or operating or attempting to operate the Structure. Said notification shall be accomplished as soon as is reasonably possible, but not less than twenty-four (24) hours later.
- (2) The County shall monitor water level data to determine whether or not the N.W. 25 ST Divide and the SCE Divide are fully functioning as determined, at the sole discretion of the County, as required herein. If at any time during the monitoring of the Beacon Lakes Water Level Monitoring Gauges the County determines that the N.W. 25 ST Divide is not fully functioning, as determined at the sole discretion of the County, the County shall advise the BLCDD and the PAWPOA in writing of same.

Remediation to restore the full functionality of the N.W. 25 ST Divide shall be required as set forth in Section 3(2) hereinabove.

- (3) The County shall, upon receipt of the annual submittals of water quality and sediment quality data required from the BLCDD and the PAWPOA in September as set forth in Section 3(6), Section 3(9), and Section 3(7) herein, review the results of the water and sediment analyses to determine whether or not the data are elevated above the baseline water quality results set forth in Section 3(9) herein for the PAW Water Quality Monitoring Wells, the baseline sample results for Beacon Lakes Water Quality Monitoring Wells attached hereto in Exhibit D, the baseline sediment quality results attached hereto in Exhibit I, or above any applicable County, State of Florida, or federal government water quality standards or sediment quality criteria. If any of the aforesaid sample results are elevated above baseline sample results or above applicable County, State of Florida, or federal government water quality standards or sediment quality criteria, then, at the sole discretion of the County, the BLCDD and PAWPOA shall, within ten (10) days from receipt of written notification from the County, resample the parameters which were above the baseline sample results or above the applicable County, State of Florida, or federal government water quality standards or sediment quality criteria. Not less than thirty (30) days after the date of said resampling, the BLCDD and the PAWPOA shall submit the results of the resampling to the County. If the aforesaid results are again elevated above applicable County, State of Florida, or federal government water quality standards or sediment quality criteria, then the BLCDD and the PAWPOA shall immediately, upon receipt of written notification from the County, commence and complete the process of

contamination assessment and remedial action as required by the County in the written notification. However, the foregoing provision shall not be deemed to preclude the County from utilizing any and all remedies available by law or ordinance to obtain complete and satisfactory performance of the contamination assessment and remedial action by the BLCDD and the PAWPOA.

- (4) In no event shall the County bear any financial responsibility or obligation in connection with the requirements and provisions of this Agreement. Such financial responsibility and obligation shall be borne exclusively by BLCDD, PAWPOA or their successors entities, for the entirety of the properties described herein, including any properties conveyed to the County, including but not limited to property previously conveyed for a lift station site.

SECTION 6. REPLACEMENT AND RELOCATION

It is hereby agreed that, upon the request of the County and at the sole discretion of the County, in the event of a natural or other disaster (not limited to fire, lightening, hurricane), normal wear and tear, expiration of useful life, or improvements in technology which have become industry standards or standards of the County, the State of Florida, or the federal government, the BLCDD and the PAWPOA shall, at the sole expense of the BLCDD and the PAWPOA, be responsible for completely replacing the following infrastructure which may be on or off-site of Beacon Lakes or on or offsite of Pan American West, or both:

- (1) The Structure, including the six (6) foot high protective fence and gate;
- (2) The Beacon Lakes Water Level Monitoring Gauges, including electronic equipment, housing, sampling platforms, and wells;
- (3) The Beacon Lakes Water Quality Monitoring Wells;

- (4) The PAW Water Quality Monitoring Wells;
- (5) The six (6) foot tall fence and gates along the northern boundary of the Canal; and
- (6) The Canal maintenance corridor and maintenance corridor road base.

Replacement by the BLCDD and the PAWPOA may also be required by the County of the aforesaid infrastructure items (1), (2), (3), (4), (5) and (6) above because the infrastructure, even with required maintenance as set forth in this Agreement, is no longer providing or is not likely to provide required consistent and reliable service, all of same as required in the sole discretion of the County and at the sole expense of the BLCDD and the PAWPOA.

Relocation of the aforesaid infrastructure items (1), (2), (3), (4), (5), and (6) above may also be required at the sole discretion of the County. The BLCDD and the PAWPOA, at the sole expense of the BLCDD and the PAWPOA, shall relocate or replace all of the aforementioned infrastructure required to be relocated or replaced as determined by the County not later than thirty (30) days after receipt of written notice from the County. Relocation or replacement of the aforesaid infrastructure shall be in accordance with the specifications set forth in this Agreement or shall meet any then current specifications or improvements in technology which have become industry standards or standards of the County, the State of Florida, or the federal government, at the sole discretion of the County. Additionally, relocation or replacement shall be performed in such a manner to ensure continuous functioning of the infrastructure required by this Agreement.

SECTION 7. ADDITIONAL WATER LEVEL AND WATER QUALITY MONITORING

If for any reason, at any time, the County determines, in its sole discretion, that the number of Beacon Lakes Water Level Monitoring Gauges or the water level data reporting requirements from said gauges are insufficient to monitor the N.W. 25 Street Divide or if the

Beacon Lakes Water Quality Monitoring Wells or water quality data reporting from said wells or the PAW Water Quality Monitoring Wells or water quality data reporting from said wells are insufficient to effectively monitor pollution within Beacon Lakes or Pan American West, the BLCDD and the PAWPOA shall, at the sole expense of the BLCDD and the PAWPOA, provide additional water level monitoring gauges and water level data reporting or additional water quality monitoring wells and water quality data reporting, or any of the foregoing, at the sole discretion of the County, not later than sixty (60) days after receipt of written notification from the County. Additional gauges, wells, and data reporting shall be in accordance with the specifications set forth in this Agreement or shall be in accordance with then current specifications approved by the County. If additional monitoring sites, equipment, or data reporting are required to ensure adequate data collection to determine if the N.W. 25 ST Divide is fully functioning or to effectively monitor pollution, or both of the foregoing, as determined in the sole discretion of the County, then the BLCDD and the PAWPOA shall also be responsible for the perpetual maintenance of the additionally required Beacon Lakes Water Level Monitoring Gauge(s), Beacon Lakes Water Quality Monitoring Wells, PAW Water Quality Monitoring Wells, or any or all of the foregoing, in accordance with the requirements of this Agreement.

SECTION 8. MAINTENANCE

The BLCDD and the PAWPOA agree in perpetuity to maintain: the Canal; the Structure; the full functionality of the N.W. 25 ST Divide; the Beacon Lakes Water Level Monitoring Gauges; the Beacon Lakes Water Quality Monitoring Wells; the PAW Water Quality Monitoring Wells; any additionally water additional water level or water quality monitoring devices that may be required as set forth hereinabove. The BLCDD and the

PAWPOA agree in perpetuity to perform all of the sampling and data reporting requirements, all as set forth hereinabove.

SECTION 9. INSPECTION

Any official inspector of the BLCDD or the PAWPOA, duly authorized, may have the privilege, at any time, of entering and investigating the use of the premises of the Canal, the Beacon Lakes Water Level Monitoring Gauges, the PAW Water Quality Monitoring Wells, and the Beacon Lakes Water Quality Monitoring Wells to perform the requirements of this Agreement or to determine whether or not the requirements of this Agreement are being performed and complied with. Any official inspector of the applicable departments and agencies of the County, duly authorized, may have the privilege, at any time, of entering and investigating the use of the premises of the Canal, the Beacon Lakes Water Level Monitoring Gauges, the PAW Water Quality Monitoring Wells, and the Beacon Lakes Water Quality Monitoring Wells to determine whether or not the requirements of this Agreement are being performed and complied with, or for the purpose of sampling or splitting samples. However, for the purposes of maintenance of and access to the Structure, the County, the PAWPOA, and the BLCDD officially authorized inspectors shall comply with the security measures of the modified South Florida Water Management District Environmental Resource Operating Permit No. 13-01964-P, attached hereto as Exhibit L and incorporated herein by reference hereto, which limits control and access to the Structure to the County.

SECTION 10. TERM

This Agreement shall remain in full force and effect in perpetuity and shall constitute a covenant running with the land in favor of Miami-Dade County. In the event that the

BLCDD, created by Ordinance# 03-105, ceases to exist or is terminated as prescribed by Florida Statute 190, or otherwise fails to comply with the financial requirements, maintenance responsibilities, or other responsibilities set forth in this Agreement, then in the sole discretion of Miami-Dade County, the dormant Multipurpose Special Taxing Districts established by Miami-Dade County, which encompass all lands within the BLCDD and Pan American West, shall be activated by adoption of assessment roll resolution(s) at a public hearing conducted for that purpose. After such assessment roll resolution(s) are approved and adopted by the Miami-Dade County Commission, the Special Taxing Districts shall assume the full responsibilities of the BLCDD and the PAWPOA set forth in this Agreement.

SECTION 11. AMENDMENT

This Agreement and any Addenda hereto shall constitute the entire agreement of the parties and may be modified only by the written mutual agreement of the parties in accordance with their respective laws, rules, and procedures.

SECTION 11. THIRD-PARTY BENEFICIARIES

This Agreement is solely by and among the BLCDD, Pan American, the PAWPOA, and the County, and does not create any rights in any third persons or entities.

SECTION 12. SEVERABILITY

If any one or more of the covenants, agreements, or provisions of this Agreement shall be held invalid, it is the intent of the parties that such covenants, agreements, or provisions shall be deemed severable and that the remaining provisions remain in full force and effect.

SECTION 13. EFFECTIVE DATE

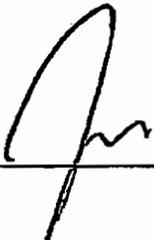
This Agreement shall become effective upon the date fully executed by all of the parties hereinabove and filed and recorded with the Clerk of the Circuit Court of Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement each by its duly authorized representatives.

[EXECUTION PAGES FOLLOW]

ATTEST:

**BEACON LAKES COMMUNITY
DEVELOPMENT DISTRICT**



Secretary

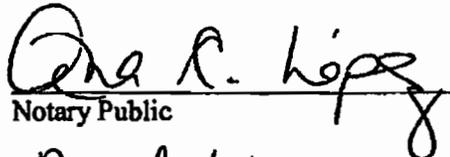
By: 

Chairperson

STATE OF FLORIDA }

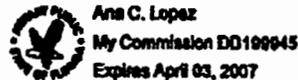
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this 3 day of August 2006, by John B. Geisen, as Chairperson of the Board of Supervisors of the BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, and John Ross, as Secretary, who are personally known and/or produced _____ as identification and did take and oath.



Notary Public

Ana C. Lopez
Print (State of Florida at Large) (Seal)
Commission Expires: _____



ATTEST:

PAN AMERICAN WEST PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

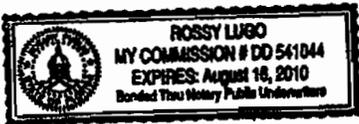
[Signature]
Secretary

[Signature]
By: President

STATE OF FLORIDA }

COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this 18th day of August 2006, by Carlos Lopez Cantela, as President of the PAN AMERICAN WEST PROPERTY OWNERS' ASSOCIATION, INC., and Stephen A. Blumenthal, as Secretary, on behalf of the corporation, who are personally known to me and/or produced _____ as identification and did take an oath.



[Signature]
Notary Public
Rossy Lugo
Print (State of Florida at Large) (Seal)
Commission Expires: 8-16-2010

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

By: *George M. Burgess*

George M. Burgess
COUNTY MANAGER

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ATTEST: *Elyse J. ...*
Deputy Clerk



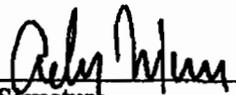
**ADDENDUM TO AGREEMENT BETWEEN MIAMI-DADE COUNTY, PAN
AMERICAN WEST, LTD, THE PAN AMERICAN WEST PROPERTY OWNERS'
ASSOCIATION, INC., AND THE
BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT**

BY THIS ADDENDUM to the Agreement Between Miami-Dade County, Pan American West Ltd., the Pan American West Property Owners' Association, Inc., and the Beacon Lakes Community Development District ("Agreement"), made and dated of even date with said Agreement, AMB Codina Beacon Lakes, LLC, a Delaware limited liability company, and Beacon Village, LLC, a Delaware limited liability company, for themselves, their heirs, successors, and assigns, as present owners of all of the real property that is located in and comprising the entire Beacon Lakes Community Development District, except for that site conveyed to Miami-Dade County for a lift station, as described in Exhibit 1 to this Addendum, hereby covenant and commit, in perpetuity, to fund the requirements, responsibilities and commitments of the Beacon Lakes Community Development District set forth in this Agreement, said covenant, commitment, and obligation to fund running with the land; and to file an amendment to the dormant Beacon Lakes Multipurpose Special Taxing District to include the financing of all of the obligations of the Beacon Lakes Community Development District under the terms of the Agreement.

IN WITNESS WHEREOF, the property owners have executed this Addendum each by their duly authorized representatives.

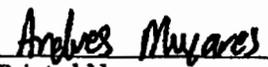
WITNESSES:

**AMB CODINA BEACON LAKES, LLC, a
Delaware limited liability company**



Signature

By: FEC Lakes LLC, a Florida limited liability company, Member

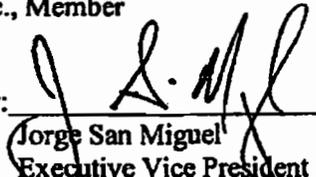


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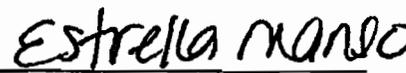
By: Florida East Coast Industries, Inc., Member



Signature

By: 

Jorge San Miguel
Executive Vice President



Printed Name

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

The foregoing instrument was acknowledged before me by Jorge San Miguel, as Executive Vice President of Florida East Coast Industries, Inc., Member of FEC Lakes, LLC, a Florida limited liability company, a member of AMB Codina Beacon Lakes, LLC, a Delaware limited liability company, on behalf of said company and for the purposes stated herein. He/She is personally known to me or has produced _____ as identification.



Notary Public



Estrella Manso
Print (State of Florida at Large) (Seal)
Commission Expires: August 27, 2008



MEMORANDUM

To: Aristides Rivera, P.E., P.L.S., Director
Public Works Department

Date: January 15, 2002

From: 
Diane O'Quinn Williams, Director
Department of Planning and Zoning

Subject: Street Lighting, Maintenance of
Landscape, Walls Adjacent to
Double-Frontage Lots and Lakes
Special Taxing Districts

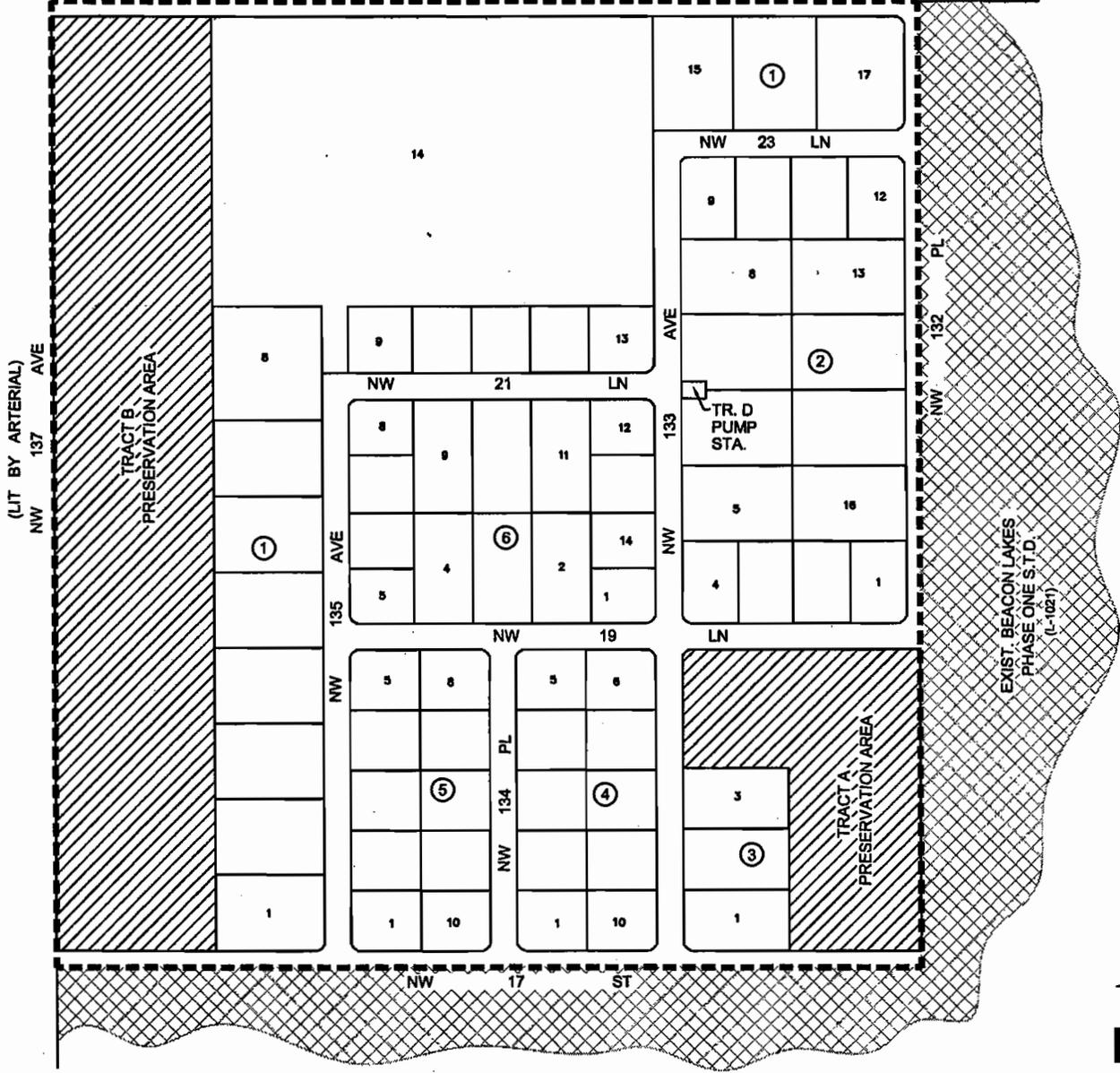
Section: As Required
District: As Required
Council: As Required

Effective September 5, 2001, all tentative plats in the unincorporated area of Miami-Dade County submitted to the Land Development Division of the Public Works Department, must be accompanied by a properly executed petition for all applicable special taxing districts including, but not limited to street lights, maintenance of landscape, walls adjacent to double frontage lots, entrance features and lakes. Final Plats will not be presented to the Board of County Commissioners for consideration until the applicable special taxing districts are created, and all fees have been paid. In that regard, to ensure expeditious processing, this Memorandum may serve as approval for certain future special taxing district application requests as being consistent with the intent and purpose of the adopted 2005-2015 Comprehensive Development Master Plan (CDMP). Policy 4A - Capital Improvement Element states: Appropriate funding mechanisms will be adopted and applied by Miami-Dade County in order to assure the fiscal resources to maintain acceptable levels of service. Such funding mechanisms include special tax districts, municipal taxing service units, local option taxes, user fees, local gas tax, general obligation bond, impact fees, and special purpose authorities, or others as appropriate and feasible (Adopted Components as Amended through April 2001, page IX-10). The provision for services over and above minimum for neighborhoods and communities may be accomplished through the special taxing district as may be prescribed by the code.

The Department of Planning and Zoning (DP&Z) has no objection to a blanket approval with condition to establish future special taxing districts as limited to requests for street lighting, landscape maintenance, walls adjacent to double-frontage lots and lake maintenance districts. The previously noted special taxing districts may be established on the condition that the DP&Z review all landscape maintenance districts for compliance with plantings in public rights-of-way and lake maintenance districts for consistency with Landscape Code (Chapter 18A) Section 18A-6(L) Storm Water Retention/Detention Areas.

DISTRICT BOUNDARIES

NW 25 ST

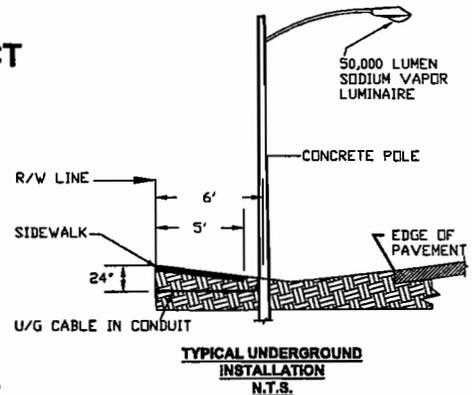


PAN AMERICAN WEST PARK

MULTIPURPOSE MAINTENANCE AND STREET LIGHTING SPECIAL TAXING DISTRICT

53 - 50,000 LUMEN SODIUM VAPOR BRACKET-ARM STREETLIGHTS MOUNTED ON CONCRETE POLES TO BE INSTALLED 80 FEET STAGGERED ALONG ALL INTERNAL ROADWAYS OF THIS DISTRICT.

 DENOTES AREAS TO BE MAINTAINED. SEE ATTACHED SHEETS FOR SERVICE DESCRIPTIONS AND LOCATIONS.



L-1058/M-457 (COMM. 0012)
SECTION: 35 - 53 - 39

EXHIBIT "A" 67

ATTACHMENT TO EXHIBIT "A"

**PAN AMERICAN WEST PARK MULTIPURPOSE MAINTENANCE AND
STREET LIGHTING SPECIAL TAXING DISTRICT**

AREA TO BE MAINTAINED:

THE MAINTENANCE OF CONSERVATION AREAS IN THE EAST SIDE OF NW 137TH AVENUE BETWEEN NW 17TH AND NW 25TH STREET AND IN THE CORNER OF NW 17 STREET AND NW 132ND AVENUE – TRACTS (A AND B).

MAINTENANCE SCHEDULE:

A. LAWN / GRASS

1. CUT BIMONTHLY AS REQUIRED.
2. FERTILIZE AND WEED CONTROL AS NEEDED.
3. TREAT FOR PESTS/DISEASES AS NEEDED.

B. TREES/SHRUBS

1. TRIM, FERTILIZE AND TREAT FOR PESTS AS NEEDED.
2. REPLACE AS REQUIRED.

AREAS TO BE MAINTAINED

- A) TRACTS A AND B (PRESERVATION AREAS)
- B) SPECIFIED SERVICES CONTAINED IN THE FOUR-PARTY AGREEMENT ENTITLED "AGREEMENT BETWEEN BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, PAN AMERICAN WEST LTD., PAN AMERICAN WEST PROPERTY OWNER'S ASSOCIATION, INC., AND MIAMI-DADE COUNTY".