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

MEMORANDUM Agenda Item No. 8(H)(1)

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

DATE: September 4, 2012

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

SUBJECT: Resolution authorizing the acceptance of a Special Warranty Deed from Palm Glades Community Development District, conveying two parcels of vacant land totaling approximately 8.13 acres for $10.00, legally described as tracts D and E of Silver Palm West

Resolution No. R-687-12

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department placed on the agenda at the request of Prime Sponsor Commissioner Lynda Bell.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: September 4, 2012

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing Acceptance of Two Parcels of Vacant Land Totaling 8.13 Acres by Special Warranty Deed from the Palm Glades Community Development District in Exchange for Impact Fee Credits

---

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize acceptance of the attached Special Warranty Deed from Palm Glades Community Development District (Palm Glades CDD), a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes. Approval of this item does the following:

- conveys approximately two parcels of vacant land totaling 8.13 acres located within the boundaries of SW 232 Street to the North, SW 117 Avenue to the East, SW 119 Avenue to the West and SW 240 Street to the South, to Miami-Dade County in exchange for impact fee credits not to exceed approximately $531,935, and
- authorizes execution of a Maintenance Agreement for the parcels.

SCOPE

The properties are located within County Commission District 8.

FISCAL IMPACT/FUNDING SOURCE

An Open Space Park Impact Fee Credit, not to exceed approximately $531,935, will be provided to Palm Glade CDD as the owner/developer to offset the value of the approximate 8.13 acres of vacant land covered under this item. The Palm Glades CDD is responsible for maintenance of the conveyed properties pursuant to the attached Maintenance Agreement.

TRACK RECORD/MONITOR

The County has no record of negative performance issues with Palm Glades CDD (Maria Carolina Herrera, Chairman; and Rich Hans, Secretary). Shannon Clark, Real Estate Officer in the Real Estate Development Division of Internal Services Department, is the is the monitor.

DELEGATION OF AUTHORITY

Authorizes the County Mayor or County Mayor's designee to take all actions necessary to accept the conveyance of the properties, including execution of the maintenance agreement.

BACKGROUND

On December 4, 2003, the Board approved zoning Resolution Z-24-03 for the development of the Silver Palm Community, consisting of 1,521 residential dwelling units. As part of the approval, and in lieu of payment of Open Space Park Impact Fees, dedication of approximately 13.2 acres of vacant land for public park use was proffered to meet future park and recreational needs generated by the proposed residential development. In furtherance of this requirement, on October 4, 2011, the Board approved Resolution R-773-11, authorizing the acceptance of five parcels of vacant land totaling approximately 5.07 acres of the agreed-to approximately 13.2 acres, in exchange for Open Space Impact Fee Credits totaling $331,681. That approval also included a Maintenance Agreement requiring Palm Glades CDD to maintain and mow these parcels. The proposed item serves to convey the remaining 8.13 acres, consisting of two parcels of land, in exchange for $531,935 in Open Space Impact Fee Credits. Further, this item also includes a Maintenance Agreement between Palm Glades CDD and Miami-Dade County

requiring Palm Glades CDD to maintain and mow these parcels.

Attached for the Board's information is a copy of the previously approved resolution and memorandum with information concerning the original Lease Agreement. Additional property details are as follows:

TAX FOLIO NUMBER
A portion of folio No. 30-6924-002-4060 (Tracts D and E Silver Palm West)

ZONING
RU-1MA - Modified Single-Family Residential District 5,000 square foot net.

According to the Regulatory and Economic Resources Department, park use is a permitted use under the current zoning. The plat naming these tracts restricts the use to parks.

ENVIRONMENTAL
An Environmental Site Assessment Phase 1 prepared by Nelco Testing & Engineering Services, dated March 25, 2010 and updated November 7, 2011, reports no evidence of contamination or environmental violations on the properties.

TAXES
The non ad valorem taxes for year 2011 are $5,824.37 and are in paid status.

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

The owners will be provided open space impact fee credits not to exceed $531,935.68 for the dedication of two sites totaling 8.13 acres of land covered under this agenda item. The impact fee credits are based on the values and policies stated within the Park Impact Fee Ordinance, Chapter 33H-8 of the Miami-Dade County Code of Ordinances attached hereto for your reference.

JUSTIFICATION
At present, the Silver Palm Community and surrounding residential areas are served by William Randolph Park and Debbie Curtin Park. The area is densely populated with single family homes and would benefit from additional park land. In order to meet the need for park land generated by the population within the Silver Palm development, the acceptance of the remaining 8.13-acres for park use within the Silver Palm Community will ensure these lands remain open to the use of area residents.

DEVELOPMENT
The properties have been developed as passive parks with minimal improvements such as installation of curbs, gutters, sidewalks, street trees, fill, grading and sod. The properties are currently in suitable condition for mowing and maintenance.

Edward Marquez
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: September 4, 2012

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

SUBJECT: Agenda Item No. 8(H)(1)
Resolution No. R-687-12

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

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

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(1)
9-4-12

RESOLUTION NO. R-687-12

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A SPECIAL WARRANTY DEED FROM PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, CONVEYING TWO PARCELS OF VACANT LAND TOTALING APPROXIMATELY 8.13 ACRES FOR $10.00, LEGALLY DESCRIBED AS TRACTS D AND E OF SILVER PALM WEST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 166, PAGE 31, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, PURSUANT TO RESOLUTION NO. Z-24-03, IN EXCHANGE FOR IMPACT FEE CREDITS NOT TO EXCEED $531,935.68; AND AUTHORIZING EXECUTION OF MAINTENANCE AGREEMENT FOR AFOREMENTIONED PARCELS

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

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

Section 1. The acceptance of a Special Warranty Deed from Palm Glades Community Development District, substantially in the form attached hereto and made a part hereof, conveying two parcels of vacant land totaling 8.13 acres for $10.00, legally described as Tracts D and E of Silver Palm West, according to the Plat thereof, recorded in Plat Book 166, Page 31, of the Public Records of Miami-Dade County, Florida, pursuant Resolution No. Z-24-03, in exchange for impact fee credits not to exceed $531,935.68.

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

Section 3. Pursuant to Resolution No. R-974-09, the Board directs the Mayor or the Mayor's

designee to record the instruments of conveyance accepted herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6 day of September, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

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

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

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

IMPACT FEE SCHEDULE[1,2]

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

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

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

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

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

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

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

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

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

his Instrument Prepared by:
Gerald L. Knight, Esquire
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, FL 3301

Property Appraiser's Folio Nos.:
30-6924-002-4060 Tracts D and E (Silver Palm West)

User Dept: Parks and Recreation

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the _____day of _____, 2012, from **PALM GLADES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with an address at 5701 N. Pine Island Road, Suite 370, Tamarac, FL 33321 ("**Grantor**"), to **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, with an address at 111 NW 1st Street, Miami, Florida 33128 ("**Grantee**").

W I T N E S S E T H:

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

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

Subject To: Covenants, conditions, restrictions, reservations, limitations, easements and agreements of record; taxes and assessments for the year 2011 and subsequent years; and all applicable zoning ordinances and/or restrictions and prohibitions imposed by appropriate governmental authorities, if any.

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

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

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

WITNESSES:

Print Name: Richard Hans

Print Name: Luis Hernandez

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

By: _____

Print Name: Maria Carolina Herrera

Title: Chairman, Board of Supervisors

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 13th day of January, 2012 by Maria Carolina Herrera, as Chairman of the Board of Supervisors of the Palm Glades Community Development District, a local unit of special government established pursuant to Chapter 190, Florida Statutes, who is personally known to me or who produced _____ as identification, on behalf of the community development district.

LUIS HERNANDEZ
MY COMMISSION # DD 794902
EXPIRES: October 3, 2012
Bonded Thru Notary Public Underwriters

My commission expires: _____

NOTARY PUBLIC, State of Florida at Large

Print name: _____

RESOLUTION NO. 2012-01

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

WHEREAS, the Palm Glades Community Development District ("District") is the owner of two (2) park tracts within the boundaries of the District, which park tracts are to be conveyed to Miami-Dade County (the "County") pursuant to the corresponding Plat of Silver Palm West, as recorded at Plat Book 166, Page 31, of the public records of Miami-Dade County, Florida; and

WHEREAS, pursuant to Resolution 2011-01, the District authorized the conveyance to the County of five (5) park tracts within the District boundaries pursuant to various applicable plat dedications; and

WHEREAS, pursuant to the corresponding and recorded Plat of Silver Palm West, these two (2) additional park tracts are to be reserved or dedicated to Miami-Dade County for parks purposes only, but will continue to be maintained by the District; and

WHEREAS, the District Board of Supervisors finds it to be in the best interests of the District to authorize the Chair or Vice-Chair to execute a Special Warranty Deed and any other necessary instruments to convey the two (2) park tracts to Miami-Dade County, as well as a Maintenance Agreement to provide for the maintenance of the referenced park tracts.

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

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

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

A. **Tract D of Silver Palm West**, according to the Plat thereof, recorded

in Plat Book 166, Page 31, of the Public Records of Miami-Dade County, Florida; and

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

Section 3. The Chair or the Vice-Chair of the Board of Supervisors is further authorized to execute a Maintenance Agreement with the County, providing that the District will provide regular maintenance to the park sites referenced in Section 2 of this Resolution, a copy of the referenced Maintenance Agreement is attached hereto and incorporated herein as Exhibit "B".

Section 4. This Resolution shall be effective immediately upon passage and adoption.

PASSED AND ADOPTED this 21st day of October, 2011.

PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

Asst. Secretary

Chair

S:/61204267/Resolutions/2012-____(Conveyance of 2 Park Tracts).doc

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2012 (the "Effective Date"), by and between:

> **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, and whose mailing address is c/o General Services Administration, 111 NW 1st Street, Suite 2410, Miami, Florida 33128 (the "County"); and
>
> **and**
>
> **PALM GLADES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose mailing address is 5701 N. Pine Island Road, Suite 370, Fort Lauderdale, Florida 33321 (the "District").

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

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

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

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

Section 1. Recitals and Findings.

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

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

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

Section 2. Term.

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

Section 3. Maintenance Requirements.

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

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

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

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

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

Section 4. Additional Improvements.

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

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

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

Section 5. Contractual Services.

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

Section 6. Indemnification.

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

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

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

Section 7. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8. Termination.

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

Section 9. Severability.

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

Section 10. Assignment.

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

Section 11. Governing Law and Venue.

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

Section 12. Construction of Agreement.

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

Section 13. Entire Agreement, No Oral Modification.

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

Section 14. Conflict of Interest.

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

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

Section 15. Notices.

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

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

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

Copy to: Dennis E. Lyles, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

Section 16. No Waiver.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

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

_____

By:_____
Carlos A. Gimenez, Mayor

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this____ day of _____, 2012, by _____, as _____ of Miami-Dade County, Florida, who is personally known and/or produced _____ as identification and who being duly sworn, depose and say that the aforementioned is true and correct to their best knowledge.

[SEAL]

_____
Notary Public
Commission:

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2012.

PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

Attest:

Secretary/Assistant Secretary

By: Chairman

13th day of January, 2012

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this 13th day of January 2012, by Maria Carolina Jerez, as Chairman of the Board of Supervisors for PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

LUIS HERNANDEZ
MY COMMISSION # DD 784302
EXPIRES: October 3, 2012
Bonded Thru Notary Public Underwriters

Notary Public
Commission:

S:761204267/Agreements/Landscape Maintenance Agmt (2 Park Tracts).doc

Exhibit A
Plats and Declaration of Restrictions

SILVER PALM WEST

A SUBDIVISION LYING IN A PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 55 SOUTH, RANGE 39 EAST
MIAMI-DADE COUNTY, FLORIDA

P.B. 166 · PG. 31

SHEET 1 OF 11

Jack Neidhardt & Associates, Inc.
9455 S. DIXIE HIGHWAY, SUITE 202, MIAMI, FL 33156
CONSULTING ENGINEERS & LAND SURVEYORS
DECEMBER 2005

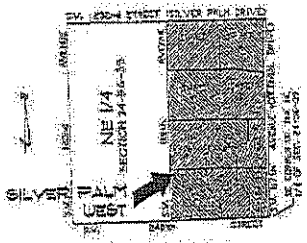
KNOW ALL MEN BY THESE PRESENTS:

That Silver Palm Holdings of Homestead, LLC, a Florida Limited Liability Company, has caused to be made the attached Plat entitled SILVER PALM WEST, the same being a subdivision of the following described property:

LEGAL DESCRIPTION:

The East 1/2 of the NE 1/4 of Section 24, Township 55 South, Range 39 East, Less the East 35 Feet thereof, lying and being in Miami-Dade County, Florida, Less the Following:

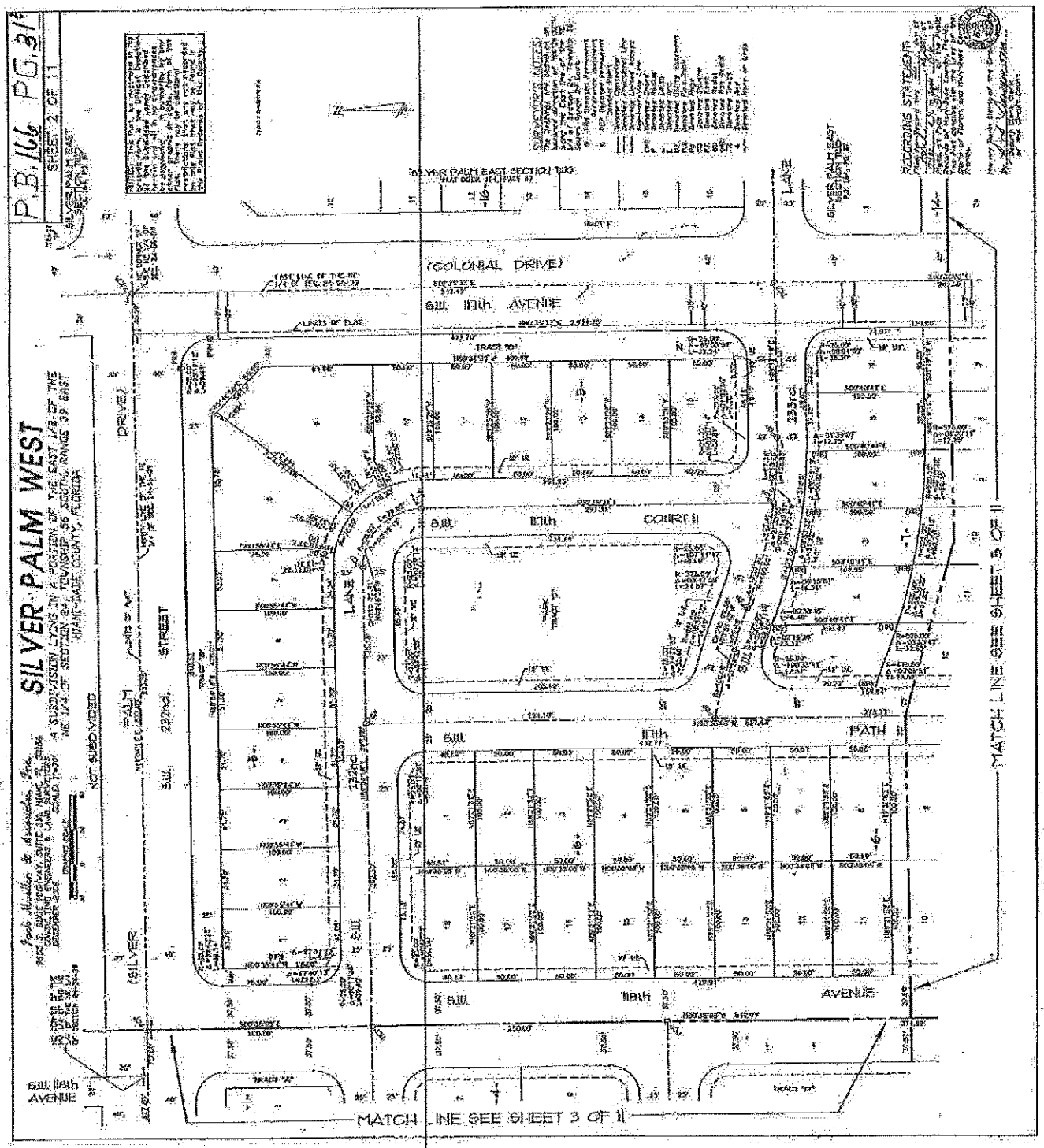
Begin at the Southwest corner of the SW Quarter 1/4 of the NE 1/4 of Section 24 thence northerly along the West line of the SW Quarter 1/4 of the NE 1/4 of Section 24 for 460 feet to a point that is 460 feet north of, as measured at right angles to, the South line of the SW Quarter 1/4 of the NE 1/4 of Section 24; thence N89°59'01"E along a line that is 460 feet north of, and parallel with, the south line of the SW Quarter 1/4 of the NE 1/4 of Section 24 for 35.00 feet; thence S00°59'01"E for 35.00 feet to a point of curvature of a circular curve to the left; thence to the left along said curve having for its elements a radius of 10.00 feet and a central angle of 89°59'00" for an arc distance of 15.70 feet to the intersection with the said South line of the SW Quarter 1/4 of the NE 1/4 of Section 24; thence S89°59'01"W along the said South line of the SW Quarter 1/4 of the NE 1/4 of Section 24 for 25.00 feet to the point of beginning.



LOCATION MAP

MIAMI-DADE COUNTY PLAT RESTRICTIONS:

That Silver Palm Drive, SW 160th Street, SW 152nd Avenue, SW 152nd Street, SW 147th Avenue, SW 147th Avenue, SW 142nd Avenue, SW 142nd Avenue, SW 137th Avenue, SW 137th Avenue, SW 132nd Avenue, SW 132nd Avenue, SW 127th Avenue, SW 127th Avenue, SW 122nd Avenue, SW 122nd Avenue, SW 117th Avenue, SW 117th Avenue, SW 112th Avenue, SW 112th Avenue, SW 107th Avenue, SW 107th Avenue, SW 102nd Avenue, SW 102nd Avenue, SW 97th Avenue, SW 97th Avenue, SW 92nd Avenue, SW 92nd Avenue, SW 87th Avenue, SW 87th Avenue, SW 82nd Avenue, SW 82nd Avenue, SW 77th Avenue, SW 77th Avenue, SW 72nd Avenue, SW 72nd Avenue, SW 67th Avenue, SW 67th Avenue, SW 62nd Avenue, SW 62nd Avenue, SW 57th Avenue, SW 57th Avenue, SW 52nd Avenue, SW 52nd Avenue, SW 47th Avenue, SW 47th Avenue, SW 42nd Avenue, SW 42nd Avenue, SW 37th Avenue, SW 37th Avenue, SW 32nd Avenue, SW 32nd Avenue, SW 27th Avenue, SW 27th Avenue, SW 22nd Avenue, SW 22nd Avenue, SW 17th Avenue, SW 17th Avenue, SW 12th Avenue, SW 12th Avenue, SW 7th Avenue, SW 7th Avenue, SW 2nd Avenue, SW 2nd Avenue, SW 1st Avenue, SW 1st Avenue, SW 1st Court, SW 1st Court, SW 2nd Court, SW 2nd Court, SW 3rd Court, SW 3rd Court, SW 4th Court, SW 4th Court, SW 5th Court, SW 5th Court, SW 6th Court, SW 6th Court, SW 7th Court, SW 7th Court, SW 8th Court, SW 8th Court, SW 9th Court, SW 9th Court, SW 10th Court, SW 10th Court, SW 11th Court, SW 11th Court, SW 12th Court, SW 12th Court, SW 13th Court, SW 13th Court, SW 14th Court, SW 14th Court, SW 15th Court, SW 15th Court, SW 16th Court, SW 16th Court, SW 17th Court, SW 17th Court, SW 18th Court, SW 18th Court, SW 19th Court, SW 19th Court, SW 20th Court, SW 20th Court, SW 21st Court, SW 21st Court, SW 22nd Court, SW 22nd Court, SW 23rd Court, SW 23rd Court, SW 24th Court, SW 24th Court, SW 25th Court, SW 25th Court, SW 26th Court, SW 26th Court, SW 27th Court, SW 27th Court, SW 28th Court, SW 28th Court, SW 29th Court, SW 29th Court, SW 30th Court, SW 30th Court, SW 31st Court, SW 31st Court, SW 32nd Court, SW 32nd Court, SW 33rd Court, SW 33rd Court, SW 34th Court, SW 34th Court, SW 35th Court, SW 35th Court, SW 36th Court, SW 36th Court, SW 37th Court, SW 37th Court, SW 38th Court, SW 38th Court, SW 39th Court, SW 39th Court, SW 40th Court, SW 40th Court, SW 41st Court, SW 41st Court, SW 42nd Court, SW 42nd Court, SW 43rd Court, SW 43rd Court, SW 44th Court, SW 44th Court, SW 45th Court, SW 45th Court, SW 46th Court, SW 46th Court, SW 47th Court, SW 47th Court, SW 48th Court, SW 48th Court, SW 49th Court, SW 49th Court, SW 50th Court, SW 50th Court, SW 51st Court, SW 51st Court, SW 52nd Court, SW 52nd Court, SW 53rd Court, SW 53rd Court, SW 54th Court, SW 54th Court, SW 55th Court, SW 55th Court, SW 56th Court, SW 56th Court, SW 57th Court, SW 57th Court, SW 58th Court, SW 58th Court, SW 59th Court, SW 59th Court, SW 60th Court, SW 60th Court, SW 61st Court, SW 61st Court, SW 62nd Court, SW 62nd Court, SW 63rd Court, SW 63rd Court, SW 64th Court, SW 64th Court, SW 65th Court, SW 65th Court, SW 66th Court, SW 66th Court, SW 67th Court, SW 67th Court, SW 68th Court, SW 68th Court, SW 69th Court, SW 69th Court, SW 70th Court, SW 70th Court, SW 71st Court, SW 71st Court, SW 72nd Court, SW 72nd Court, SW 73rd Court, SW 73rd Court, SW 74th Court, SW 74th Court, SW 75th Court, SW 75th Court, SW 76th Court, SW 76th Court, SW 77th Court, SW 77th Court, SW 78th Court, SW 78th Court, SW 79th Court, SW 79th Court, SW 80th Court, SW 80th Court, SW 81st Court, SW 81st Court, SW 82nd Court, SW 82nd Court, SW 83rd Court, SW 83rd Court, SW 84th Court, SW 84th Court, SW 85th Court, SW 85th Court, SW 86th Court, SW 86th Court, SW 87th Court, SW 87th Court, SW 88th Court, SW 88th Court, SW 89th Court, SW 89th Court, SW 90th Court, SW 90th Court, SW 91st Court, SW 91st Court, SW 92nd Court, SW 92nd Court, SW 93rd Court, SW 93rd Court, SW 94th Court, SW 94th Court, SW 95th Court, SW 95th Court, SW 96th Court, SW 96th Court, SW 97th Court, SW 97th Court, SW 98th Court, SW 98th Court, SW 99th Court, SW 99th Court, SW 100th Court, SW 100th Court, SW 101st Court, SW 101st Court, SW 102nd Court, SW 102nd Court, SW 103rd Court, SW 103rd Court, SW 104th Court, SW 104th Court, SW 105th Court, SW 105th Court, SW 106th Court, SW 106th Court, SW 107th Court, SW 107th Court, SW 108th Court, SW 108th Court, SW 109th Court, SW 109th Court, SW 110th Court, SW 110th Court, SW 111th Court, SW 111th Court, SW 112th Court, SW 112th Court, SW 113th Court, SW 113th Court, SW 114th Court, SW 114th Court, SW 115th Court, SW 115th Court, SW 116th Court, SW 116th Court, SW 117th Court, SW 117th Court, SW 118th Court, SW 118th Court, SW 119th Court, SW 119th Court, SW 120th Court, SW 120th Court, SW 121st Court, SW 121st Court, SW 122nd Court, SW 122nd Court, SW 123rd Court, SW 123rd Court, SW 124th Court, SW 124th Court, SW 125th Court, SW 125th Court, SW 126th Court, SW 126th Court, SW 127th Court, SW 127th Court, SW 128th Court, SW 128th Court, SW 129th Court, SW 129th Court, SW 130th Court, SW 130th Court, SW 131st Court, SW 131st Court, SW 132nd Court, SW 132nd Court, SW 133rd Court, SW 133rd Court, SW 134th Court, SW 134th Court, SW 135th Court, SW 135th Court, SW 136th Court, SW 136th Court, SW 137th Court, SW 137th Court, SW 138th Court, SW 138th Court, SW 139th Court, SW 139th Court, SW 140th Court, SW 140th Court, SW 141st Court, SW 141st Court, SW 142nd Court, SW 142nd Court, SW 143rd Court, SW 143rd Court, SW 144th Court, SW 144th Court, SW 145th Court, SW 145th Court, SW 146th Court, SW 146th Court, SW 147th Court, SW 147th Court, SW 148th Court, SW 148th Court, SW 149th Court, SW 149th Court, SW 150th Court, SW 150th Court, SW 151st Court, SW 151st Court, SW 152nd Court, SW 152nd Court, SW 153rd Court, SW 153rd Court, SW 154th Court, SW 154th Court, SW 155th Court, SW 155th Court, SW 156th Court, SW 156th Court, SW 157th Court, SW 157th Court, SW 158th Court, SW 158th Court, SW 159th Court, SW 159th Court, SW 160th Court, SW 160th Court, SW 161st Court, SW 161st Court, SW 162nd Court, SW 162nd Court, SW 163rd Court, SW 163rd Court, SW 164th Court, SW 164th Court, SW 165th Court, SW 165th Court, SW 166th Court, SW 166th Court, SW 167th Court, SW 167th Court, SW 168th Court, SW 168th Court, SW 169th Court, SW 169th Court, SW 170th Court, SW 170th Court, SW 171st Court, SW 171st Court, SW 172nd Court, SW 172nd Court, SW 173rd Court, SW 173rd Court, SW 174th Court, SW 174th Court, SW 175th Court, SW 175th Court, SW 176th Court, SW 176th Court, SW 177th Court, SW 177th Court, SW 178th Court, SW 178th Court, SW 179th Court, SW 179th Court, SW 180th Court, SW 180th Court, SW 181st Court, SW 181st Court, SW 182nd Court, SW 182nd Court, SW 183rd Court, SW 183rd Court, SW 184th Court, SW 184th Court, SW 185th Court, SW 185th Court, SW 186th Court, SW 186th Court, SW 187th Court, SW 187th Court, SW 188th Court, SW 188th Court, SW 189th Court, SW 189th Court, SW 190th Court, SW 190th Court, SW 191st Court, SW 191st Court, SW 192nd Court, SW 192nd Court, SW 193rd Court, SW 193rd Court, SW 194th Court, SW 194th Court, SW 195th Court, SW 195th Court, SW 196th Court, SW 196th Court, SW 197th Court, SW 197th Court, SW 198th Court, SW 198th Court, SW 199th Court, SW 199th Court, SW 200th Court, SW 200th Court, SW 201st Court, SW 201st Court, SW 202nd Court, SW 202nd Court, SW 203rd Court, SW 203rd Court, SW 204th Court, SW 204th Court, SW 205th Court, SW 205th Court, SW 206th Court, SW 206th Court, SW 207th Court, SW 207th Court, SW 208th Court, SW 208th Court, SW 209th Court, SW 209th Court, SW 210th Court, SW 210th Court, SW 211st Court, SW 211st Court, SW 212nd Court, SW 212nd Court, SW 213rd Court, SW 213rd Court, SW 214th Court, SW 214th Court, SW 215th Court, SW 215th Court, SW 216th Court, SW 216th Court, SW 217th Court, SW 217th Court, SW 218th Court, SW 218th Court, SW 219th Court, SW 219th Court, SW 220th Court, SW 220th Court, SW 221st Court, SW 221st Court, SW 222nd Court, SW 222nd Court, SW 223rd Court, SW 223rd Court, SW 224th Court, SW 224th Court, SW 225th Court, SW 225th Court, SW 226th Court, SW 226th Court, SW 227th Court, SW 227th Court, SW 228th Court, SW 228th Court, SW 229th Court, SW 229th Court, SW 230th Court, SW 230th Court, SW 231st Court, SW 231st Court, SW 232nd Court, SW 232nd Court, SW 233rd Court, SW 233rd Court, SW 234th Court, SW 234th Court, SW 235th Court, SW 235th Court, SW 236th Court, SW 236th Court, SW 237th Court, SW 237th Court, SW 238th Court, SW 238th Court, SW 239th Court, SW 239th Court, SW 240th Court, SW 240th Court, SW 241st Court,


SILVER PALM WEST
P.B. 166 PG. 31
SHEET 2 OF 11
(COLONIAL DRIVE)
S.W. 117th AVENUE
S.W. 117th COURT
S.W. 117th PATH
S.W. 118th AVENUE
S.W. 232nd STREET
(SILVER PALM DRIVE)
LANE
MATCH LINE SEE SHEET 3 OF 11
MATCH LINE SEE SHEET 5 OF 11
NOT SUBDIVIDED

SILVER PALM WEST

A SUBDIVISION LYING IN A PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 56 SOUTH, RANGE 39 EAST
MIAMI-DADE COUNTY, FLORIDA

P.B. 166 PG 31

SHEET 3 OF 11

Jack Hoeller & Associates, Inc.
9555 S. DIXIE HIGHWAY, SUITE 310, MIAMI, FL 33156
CONSULTING ENGINEERS & LAND SURVEYORS
DECEMBER 2006 SCALE 1"=30'

GRAPHIC SCALE

NOTICE: This Plat, as recorded in its graphic form is the official depiction of the subdivided lands described herein, and in no circumstances can be overruled by any other graphic or digital form of the Plat. There may be additional restrictions that are not recorded on this Plat that may be found in the public records of this County.

NOT SUBDIVIDED

NOT SUBDIVIDED

SILVER PALM DRIVE

S.W. 232nd STREET

S.W. 232nd LANE

S.W. 232nd TERRACE

S.W. 232nd PLACE

S.W. 119th AVENUE

S.W. 119th AVENUE

S.W. 119th AVENUE

S.W. 119th AVENUE

NORTH LINE OF THE NE 1/4 OF SEC. 24-56-39

W. CORNER OF THE EAST 1/2 OF THE NE 1/4 OF SEC. 24-56-39

EAST LINE OF THE NE 1/4 OF SEC. 24-56-39

TRACT "A"

TRACT "B"

TRACT "C"

PARKING TRACT "D"

MATCH LINE SEE SHEET 2 OF 11

MATCH LINE SEE SHEET 4 OF 11

SURVEYOR'S NOTES:

The bearings are based on an assumed direction of North-South along the East line of the NE 1/4 of Section 24, Township 56 South, Range 39 East.

- Found Permanent Reference Monument
- Set Permanent Reference Monument
- Control Point
- Denotes Centerline
- Denotes Fractional Line
- Denotes Limited Access Right-of-Way Line
- Denotes Chord
- Denotes Radius
- Denotes Delta
- Denotes Arc Length
- Denotes Point of Curvature
- Denotes Point of Tangency
- Denotes Pipe
- Denotes Square
- Denotes Feet
- Denotes Right
- Denotes Non Radial
- Denotes Tract
- Denotes Arc
- Denotes Point on Line

RECORDING STATEMENT:

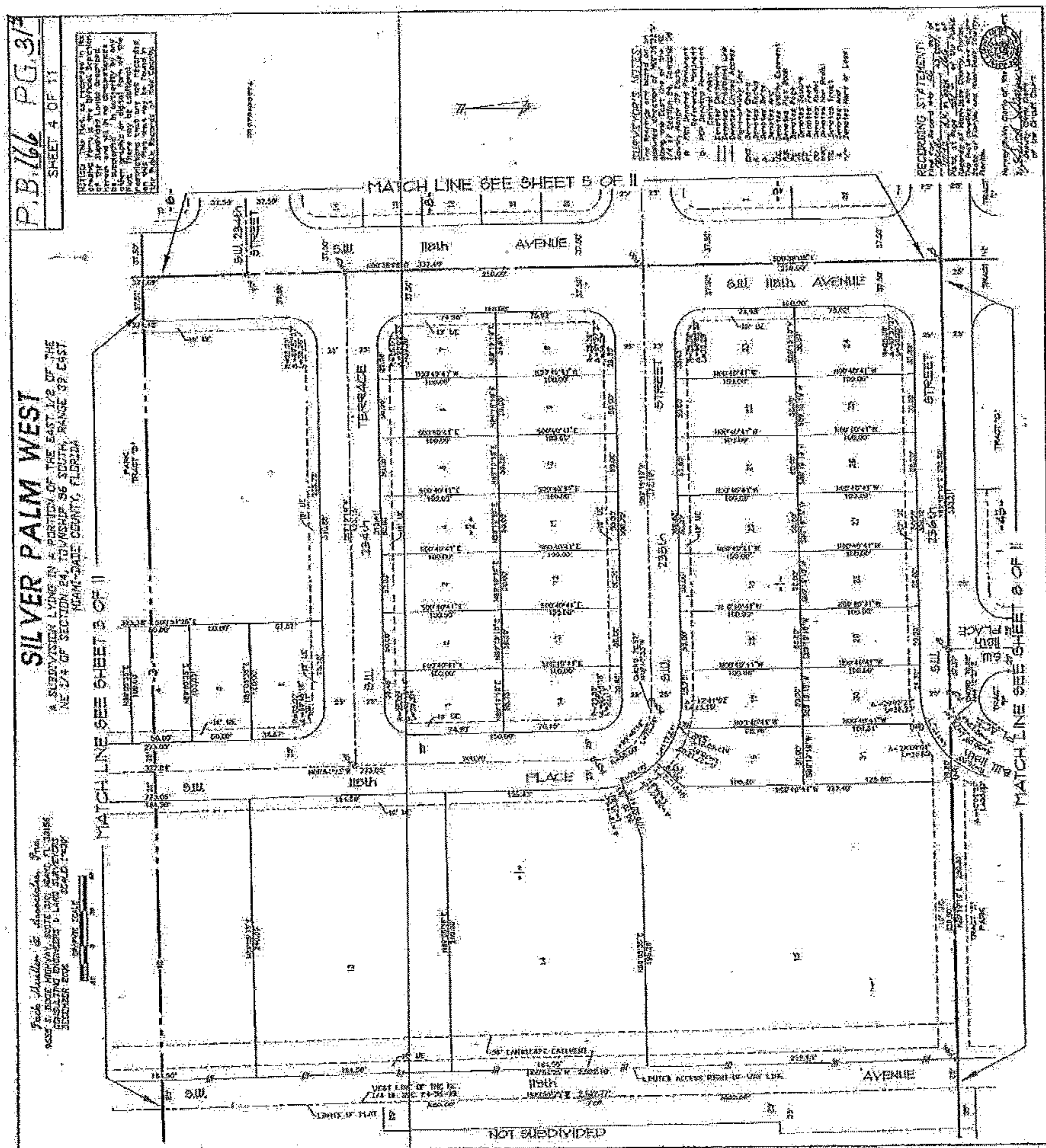
This plat was filed for record this ____ day of ____ 20__ and is duly recorded in Plat Book ____ at Page ____ of the Public Records of Miami-Dade County, Florida.

The plat complies with the laws of the State of Florida and Miami-Dade County, Florida.

Harvey Ruvin, Clerk of the Circuit and County Courts

By: _____
Deputy Clerk, Clerk of the Circuit Court

25


P.B. 166 PG. 37
SHEET 4 OF 11
SILVER PALM WEST
MATCH LINE SEE SHEET 5 OF 11
MATCH LINE SEE SHEET 6 OF 11
S.W. 118th AVENUE
S.W. 119th PLACE
TERRACE
STREET
AVENUE
NOT SUBDIVIDED

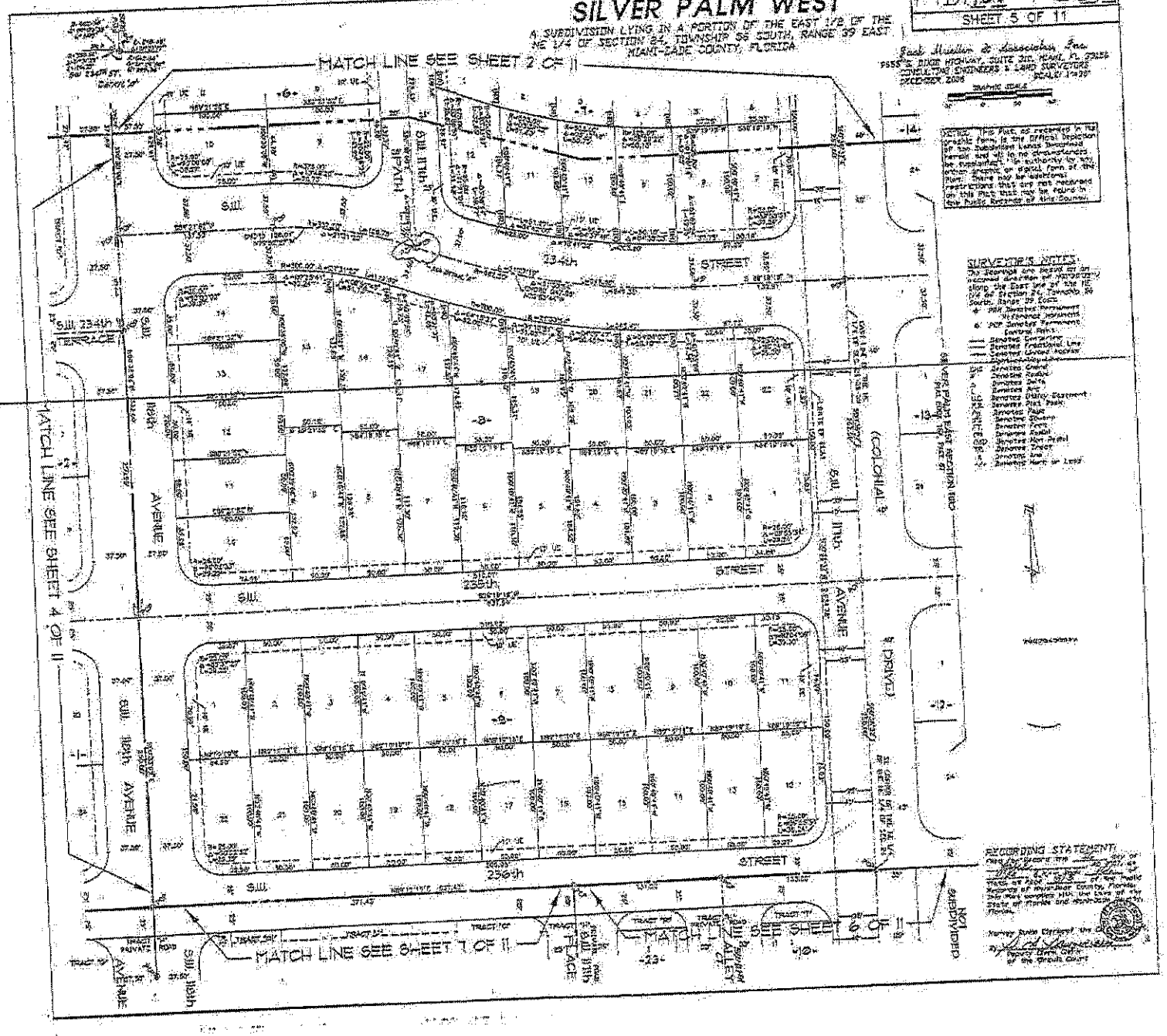
SILVER PALM WEST

A SUBDIVISION LYING IN A PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 56 SOUTH, RANGE 39 EAST
MIAMI-DADE COUNTY, FLORIDA

P.B. 166 PG 31

SHEET 5 OF 11

Paul Mueller & Associates, Inc.
9555 S. DIXIE HIGHWAY, SUITE 310, MIAMI, FL 33156
CONSULTING ENGINEERS & LAND SURVEYORS
DECEMBER 2006
SCALE: 1"=20'

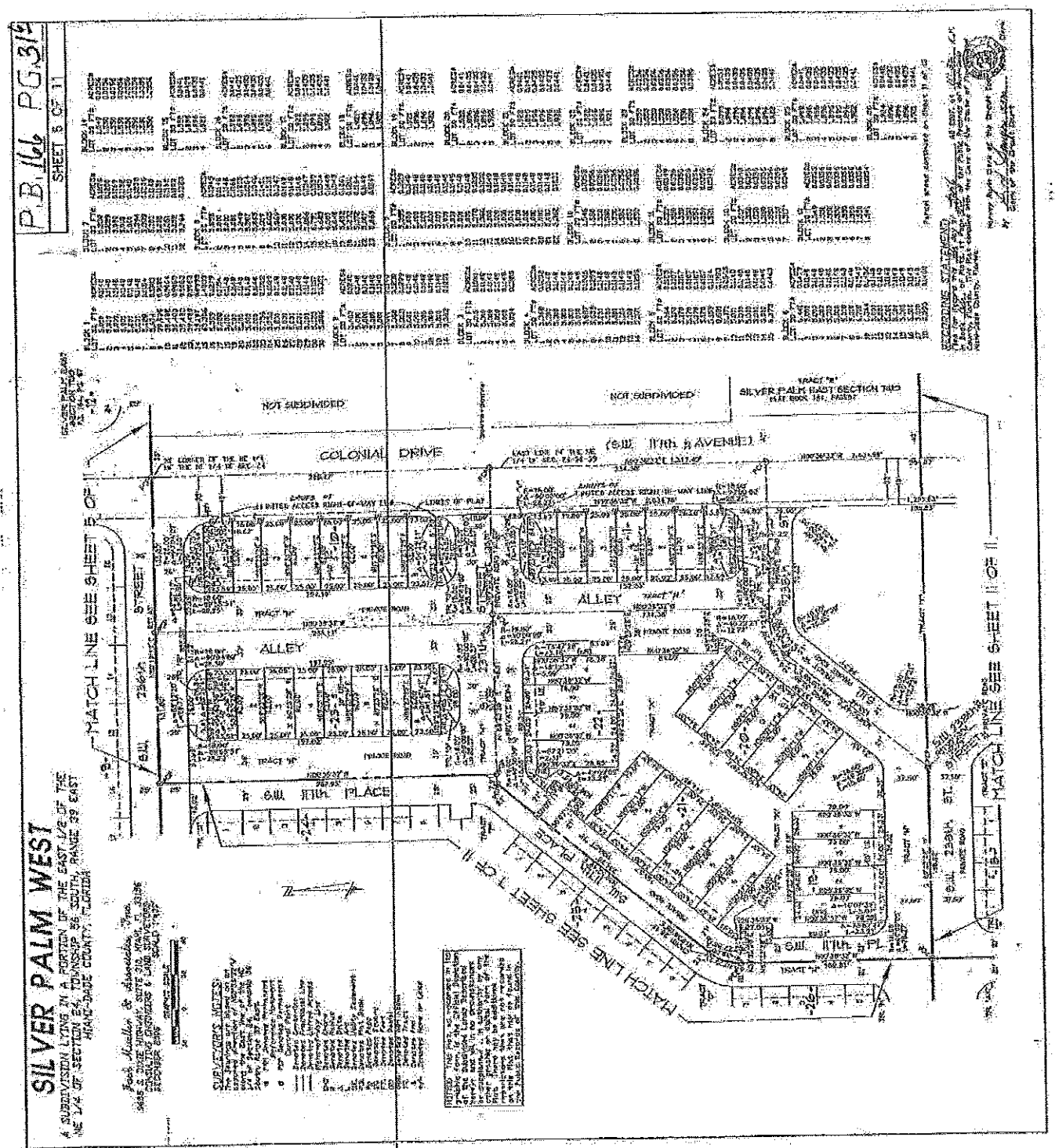


NOTE: This Plat, as recorded in its graphic form is the Official Depiction of the Subdivision Lands Described herein and will in no circumstances be supplanted, in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this County.

SURVEYOR'S NOTES:
Bearings are based on an assumed direction of N00°03'07"W along the East line of the NE 1/4 of Section 24, Township 56 South, Range 39 East.

- Permanent Reference Monument
- Permanent Control Point
- Section Corner
- Section Line
- Quarter Section Line
- Sixteenth Section Line
- Found Monument
- Found Nail
- Found Pipe
- Found Cross
- Found Disc
- Found Dishy Easement
- Found Disc Post
- Found Post
- Found Rebar
- Found Nail
- Found Iron Pipe
- Found Iron
- Found Iron or Lead

RECORDING STATEMENT:
This plat was filed for record this 6th day of July, 2006 and duly recorded in Plat Book 166 at Page 31 of the Public Records of Miami-Dade County, Florida.
I hereby certify that this plat complies with the laws of the State of Florida and Miami-Dade County, Florida.
Harvey Ruvin Clerk of the Circuit Court
By: [signature]
Deputy Clerk of the Circuit Court


SILVER PALM WEST
A SUBDIVISION LYING IN A PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 56 SOUTH, RANGE 39 EAST
MIAMI-DADE COUNTY, FLORIDA
P.B. 166 PG. 31
SHEET 5 OF 11
NOT SUBDIVIDED
NOT SUBDIVIDED
SILVER PALM EAST SECTION 7&10
COLONIAL DRIVE
(S.W. 117th AVENUE)
ALLEY
ALLEY
S.W. 117th PLACE
S.W. 117th PLACE
S.W. 117th PL.
S.W. 236th ST.
MATCH LINE SEE SHEET 5 OF 11
MATCH LINE SEE SHEET 11 OF 11
MATCH LINE SEE SHEET 1 OF 11
SURVEYOR'S NOTES:
RECORDING STATEMENT

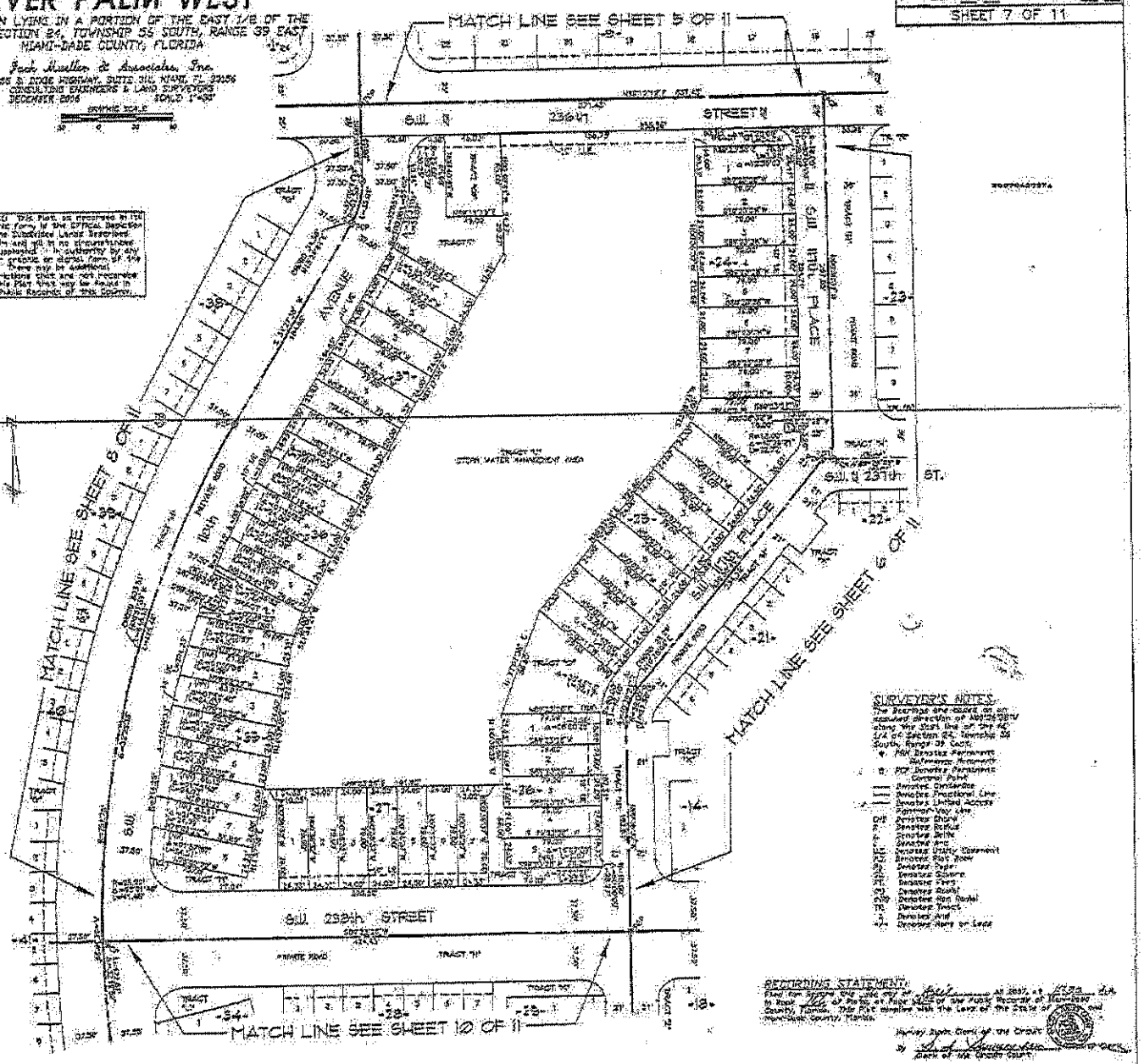
SILVER PALM WEST

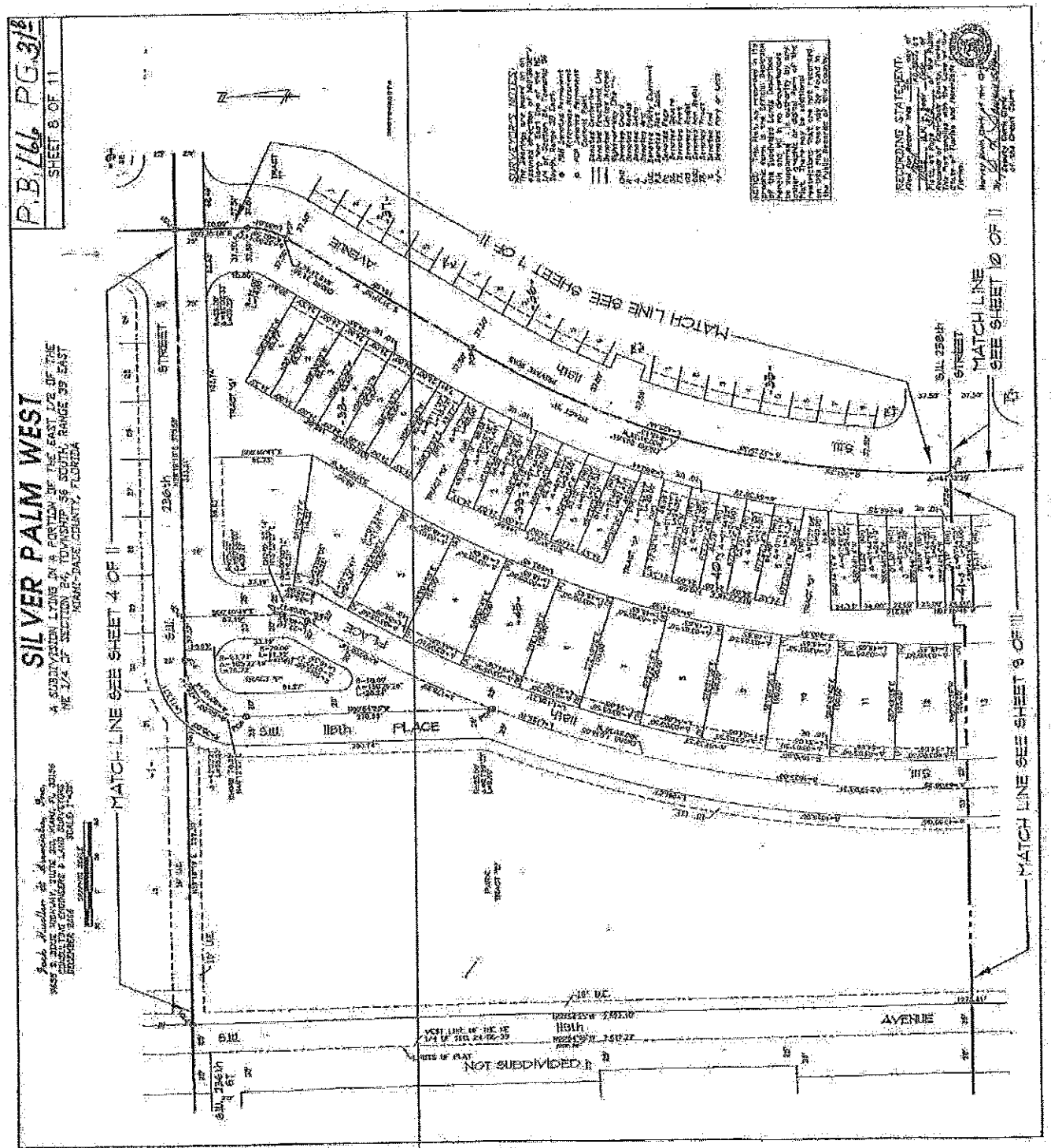
A SUBDIVISION LYING IN A PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 55 SOUTH, RANGE 39 EAST
MIAMI-DADE COUNTY, FLORIDA

Jack Mueller & Associates, Inc.
9555 S. DIXIE HIGHWAY, SUITE 310, MIAMI, FL 33156
CONSULTING ENGINEERS & LAND SURVEYORS
DECEMBER 2016 SCALE 1"=50'

P.B. 166 PG 31

SHEET 7 OF 11



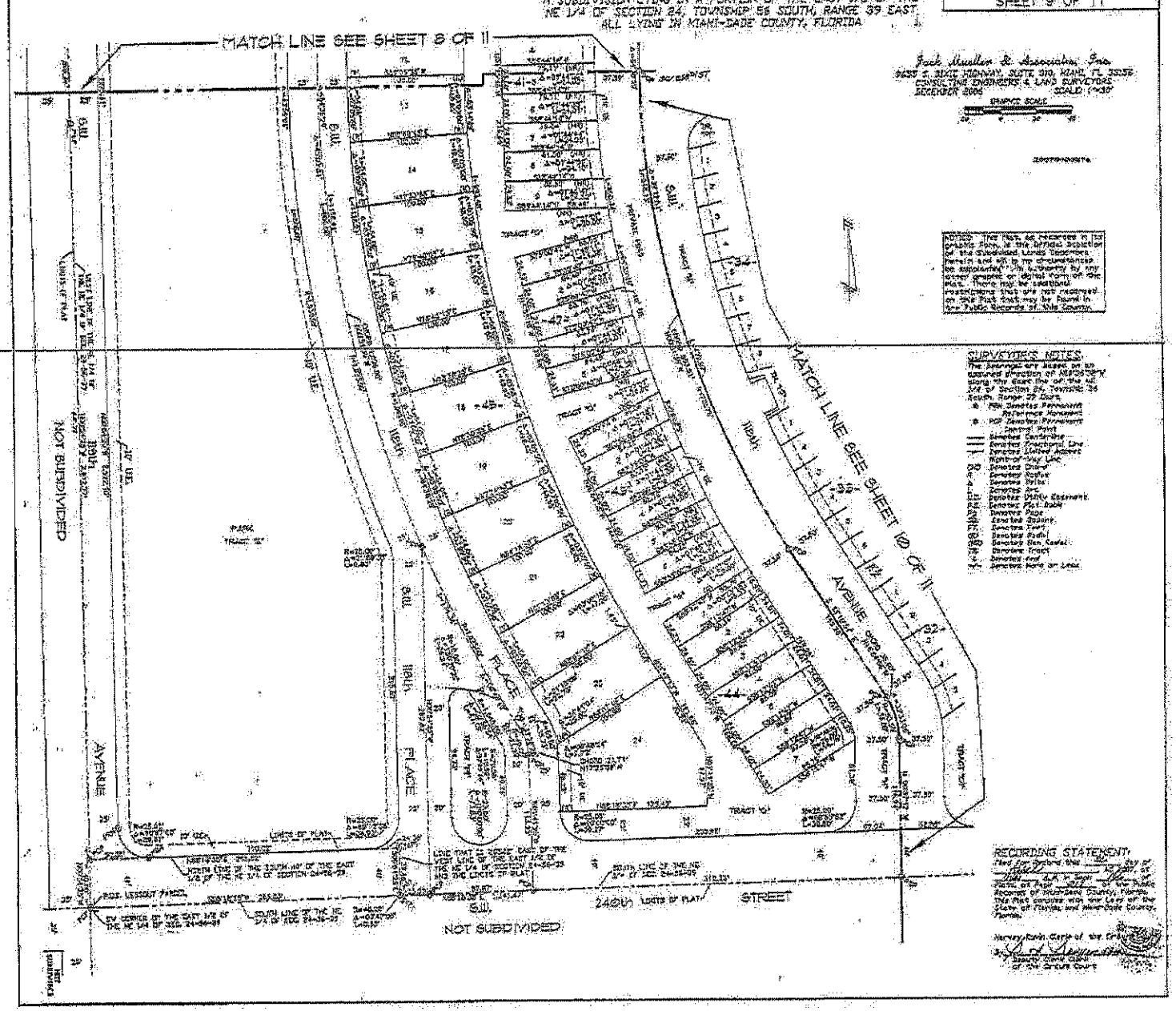

SILVER PALM WEST
A SUBDIVISION LYING IN A PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 56 SOUTH, RANGE 39 EAST
MIAMI-DADE COUNTY, FLORIDA
P.B. 166 PG. 31
SHEET 8 OF 11
MATCH LINE SEE SHEET 4 OF 11
MATCH LINE SEE SHEET 1 OF 11
MATCH LINE SEE SHEET 10 OF 11
MATCH LINE SEE SHEET 9 OF 11
SURVEYOR'S NOTES
RECORDING STATEMENT
AVENUE
PLACE
STREET
NOT SUBDIVIDED

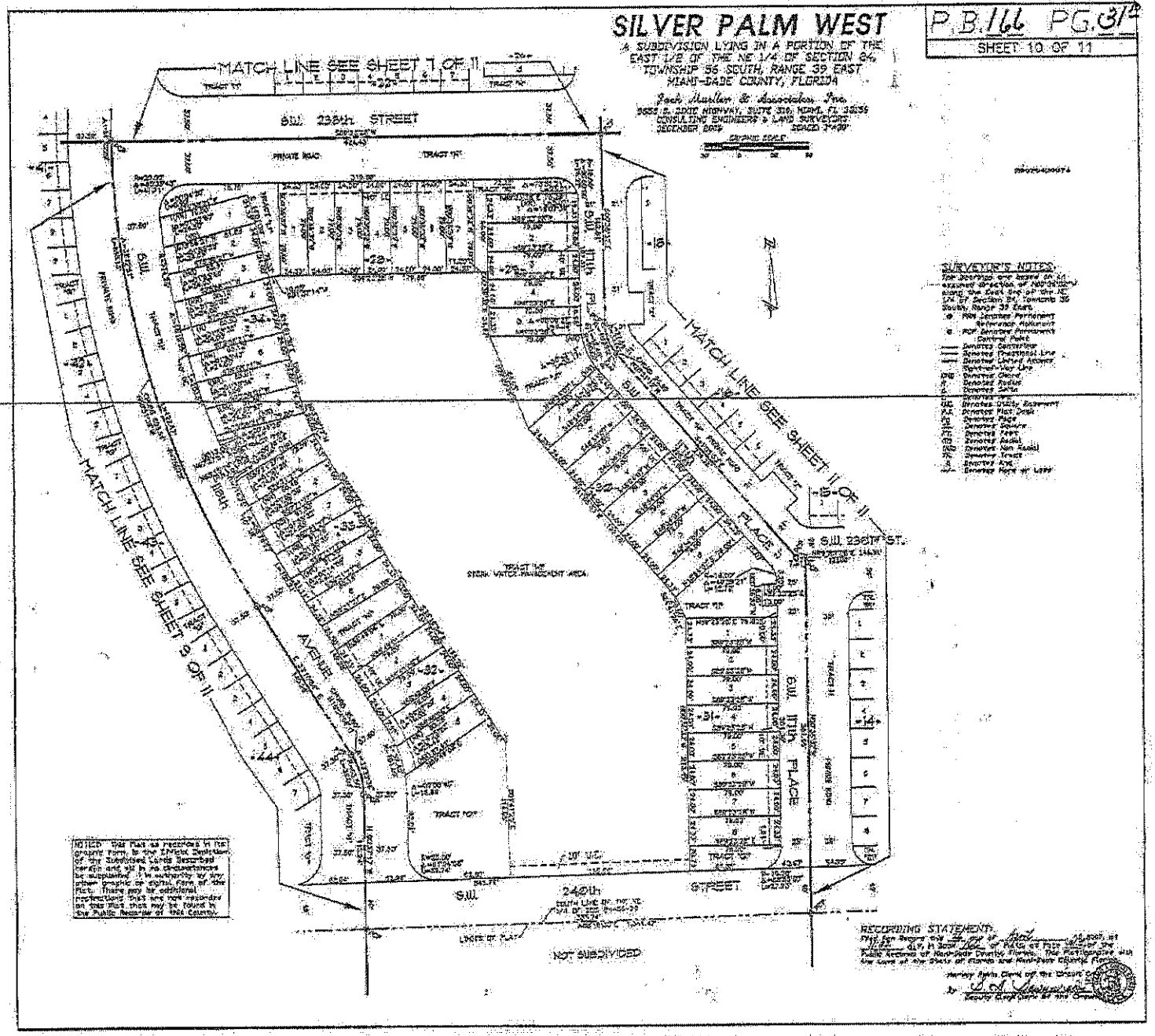
SILVER PALM WEST

A SUBDIVISION LYING IN A PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 56 SOUTH, RANGE 39 EAST, ALL LYING IN MIAMI-DADE COUNTY, FLORIDA

P.B. 166 PG. 31[2]

SHEET 9 OF 11




SILVER PALM WEST
A SUBDIVISION LYING IN A PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 56 SOUTH, RANGE 39 EAST MIAMI-DADE COUNTY, FLORIDA
P.B. 166 PG. 31
SHEET 10 OF 11
MATCH LINE SEE SHEET 7 OF 11
MATCH LINE SEE SHEET 11 OF 11
MATCH LINE SEE SHEET 9 OF 11
S.W. 238th STREET
S.W. 238TH ST.
S.W. 240th STREET
S.W. 117th PLACE
S.W. 117th PLACE
AVENUE
NOT SUBDIVIDED
SURVEYOR'S NOTES
RECORDING STATEMENT

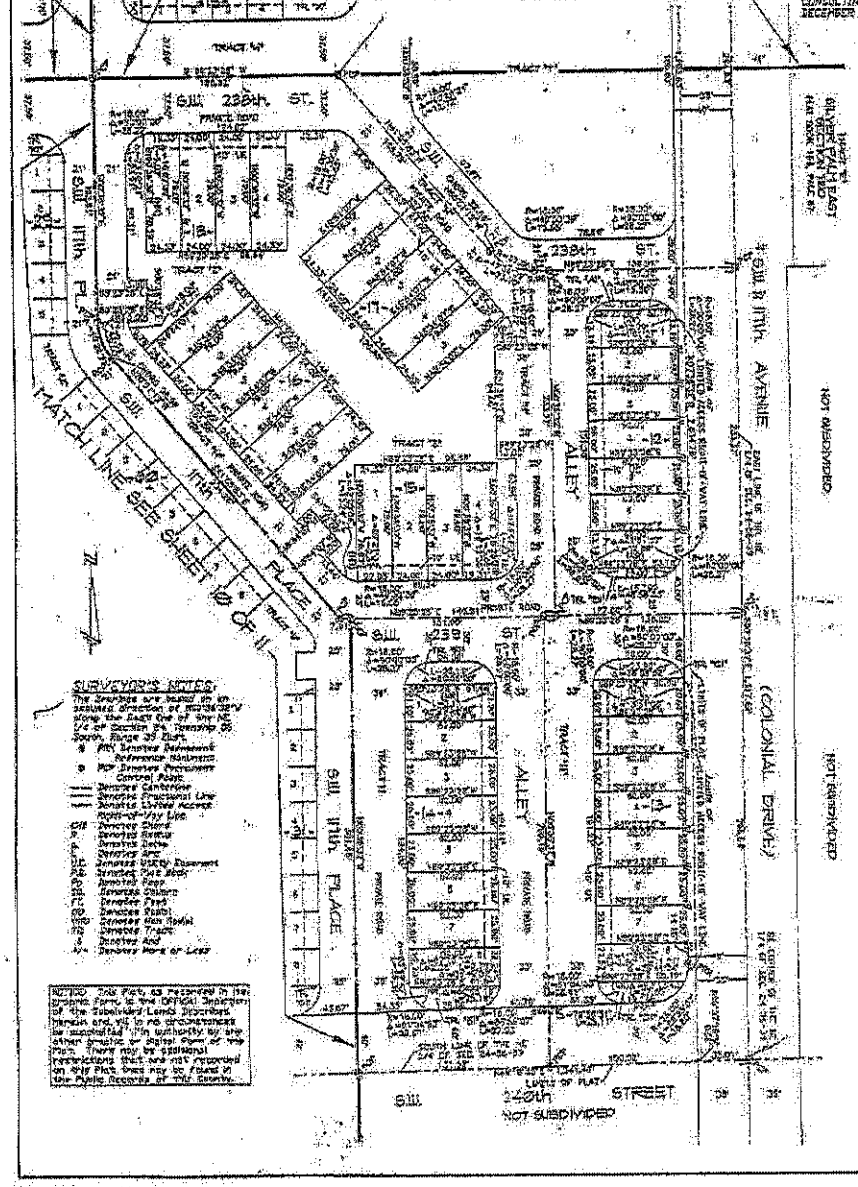
SILVER PALM WEST

A SUBDIVISION LYING IN A PORTION OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 56 SOUTH, RANGE 39 EAST
MIAMI-DADE COUNTY, FLORIDA

Frank Aguilar & Associates, Inc.
7955 S. DIXIE HIGHWAY, SUITE 310, MIAMI, FL 33156
CONSULTING ENGINEERS & LAND SURVEYORS
DECEMBER 2006
SCALE: 1"=50'

P.B. 166 PG. 314

SHEET 11 OF 11



SURVEYOR'S NOTES:

NOTICE: This Plat, as recorded in the Official Records of Miami-Dade County, Florida, and is in no instances be modified by any other graphic or depiction of the Plat. There may be additional restrictions that are not recorded on this Plat that may be found in the Public Records of this County.

PARCEL AREAS CONTINUED FROM SHEET 6 OF 11

BLOCK	LOT	SQ FTG	ACRES
BLOCK 37			
1	1302	8445	
2	1303	8445	
3	1304	8445	
4	1305	8445	
5	1306	8445	
6	1307	8445	
7	1308	8445	
BLOCK 38			
1	1309	8445	
2	1310	8445	
3	1311	8445	
4	1312	8445	
5	1313	8445	
6	1314	8445	
7	1315	8445	
BLOCK 39			
1	1316	8445	
2	1317	8445	
3	1318	8445	
4	1319	8445	
5	1320	8445	
6	1321	8445	
7	1322	8445	
BLOCK 40			
1	1323	8445	
2	1324	8445	
3	1325	8445	
4	1326	8445	
5	1327	8445	
6	1328	8445	
7	1329	8445	
BLOCK 41			
1	1330	8445	
2	1331	8445	
3	1332	8445	
4	1333	8445	
5	1334	8445	
6	1335	8445	
7	1336	8445	
BLOCK 42			
1	1337	8445	
2	1338	8445	
3	1339	8445	
4	1340	8445	
5	1341	8445	
6	1342	8445	
7	1343	8445	
BLOCK 43			
1	1344	8445	
2	1345	8445	
3	1346	8445	
4	1347	8445	
5	1348	8445	
6	1349	8445	
7	1350	8445	
BLOCK 44			
1	1351	8445	
2	1352	8445	
3	1353	8445	
4	1354	8445	
5	1355	8445	
6	1356	8445	
7	1357	8445	
BLOCK 45			
1	1358	8445	
2	1359	8445	
3	1360	8445	
4	1361	8445	
5	1362	8445	
6	1363	8445	
7	1364	8445	
BLOCK 46			
1	1365	8445	
2	1366	8445	
3	1367	8445	
4	1368	8445	
5	1369	8445	
6	1370	8445	
7	1371	8445	
BLOCK 47			
1	1372	8445	
2	1373	8445	
3	1374	8445	
4	1375	8445	
5	1376	8445	
6	1377	8445	
7	1378	8445	
BLOCK 48			
1	1379	8445	
2	1380	8445	
3	1381	8445	
4	1382	8445	
5	1383	8445	
6	1384	8445	
7	1385	8445	
BLOCK 49			
1	1386	8445	
2	1387	8445	
3	1388	8445	
4	1389	8445	
5	1390	8445	
6	1391	8445	
7	1392	8445	
BLOCK 50			
1	1393	8445	
2	1394	8445	
3	1395	8445	
4	1396	8445	
5	1397	8445	
6	1398	8445	
7	1399	8445	
BLOCK 51			
1	1400	8445	
2	1401	8445	
3	1402	8445	
4	1403	8445	
5	1404	8445	
6	1405	8445	
7	1406	8445	
BLOCK 52			
1	1407	8445	
2	1408	8445	
3	1409	8445	
4	1410	8445	
5	1411	8445	
6	1412	8445	
7	1413	8445	
BLOCK 53			
1	1414	8445	
2	1415	8445	
3	1416	8445	
4	1417	8445	
5	1418	8445	
6	1419	8445	
7	1420	8445	
BLOCK 54			
1	1421	8445	
2	1422	8445	
3	1423	8445	
4	1424	8445	
5	1425	8445	
6	1426	8445	
7	1427	8445	
BLOCK 55			
1	1428	8445	
2	1429	8445	
3	1430	8445	
4	1431	8445	
5	1432	8445	
6	1433	8445	
7	1434	8445	
BLOCK 56			
1	1435	8445	
2	1436	8445	
3	1437	8445	
4	1438	8445	
5	1439	8445	
6	1440	8445	
7	1441	8445	
BLOCK 57			
1	1442	8445	
2	1443	8445	
3	1444	8445	
4	1445	8445	
5	1446	8445	
6	1447	8445	
7	1448	8445	
BLOCK 58			
1	1449	8445	
2	1450	8445	
3	1451	8445	
4	1452	8445	
5	1453	8445	
6	1454	8445	
7	1455	8445	
BLOCK 59			
1	1456	8445	
2	1457	8445	
3	1458	8445	
4	1459	8445	
5	1460	8445	
6	1461	8445	
7	1462	8445	
BLOCK 60			
1	1463	8445	
2	1464	8445	
3	1465	8445	
4	1466	8445	
5	1467	8445	
6	1468	8445	
7	1469	8445	
BLOCK 61			
1	1470	8445	
2	1471	8445	
3	1472	8445	
4	1473	8445	
5	1474	8445	
6	1475	8445	
7	1476	8445	
BLOCK 62			
1	1477	8445	
2	1478	8445	
3	1479	8445	
4	1480	8445	
5	1481	8445	
6	1482	8445	
7	1483	8445	
BLOCK 63			
1	1484	8445	
2	1485	8445	
3	1486	8445	
4	1487	8445	
5	1488	8445	
6	1489	8445	
7	1490	8445	
BLOCK 64			
1	1491	8445	
2	1492	8445	
3	1493	8445	
4	1494	8445	
5	1495	8445	
6	1496	8445	
7	1497	8445	
BLOCK 65			
1	1498	8445	
2	1499	8445	
3	1500	8445	
4	1501	8445	
5	1502	8445	
6	1503	8445	
7	1504	8445	
BLOCK 66			
1	1505	8445	
2	1506	8445	
3	1507	8445	
4	1508	8445	
5	1509	8445	
6	1510	8445	
7	1511	8445	
BLOCK 67			
1	1512	8445	
2	1513	8445	
3	1514	8445	
4	1515	8445	
5	1516	8445	
6	1517	8445	
7	1518	8445	
BLOCK 68			
1	1519	8445	
2	1520	8445	
3	1521	8445	
4	1522	8445	
5	1523	8445	
6	1524	8445	
7	1525	8445	
BLOCK 69			
1	1526	8445	
2	1527	8445	
3	1528	8445	
4	1529	8445	
5	1530	8445	
6	1531	8445	
7	1532	8445	
BLOCK 70			
1	1533	8445	
2	1534	8445	
3	1535	8445	
4	1536	8445	
5	1537	8445	
6	1538	8445	
7	1539	8445	
BLOCK 71			
1	1540	8445	
2	1541	8445	
3	1542	8445	
4	1543	8445	
5	1544	8445	
6	1545	8445	
7	1546	8445	
BLOCK 72			
1	1547	8445	
2	1548	8445	
3	1549	8445	
4	1550	8445	
5	1551	8445	
6	1552	8445	
7	1553	8445	
BLOCK 73			
1	1554	8445	
2	1555	8445	
3	1556	8445	
4	1557	8445	
5	1558	8445	
6	1559	8445	
7	1560	8445	
BLOCK 74			
1	1561	8445	
2	1562	8445	
3	1563	8445	
4	1564	8445	
5	1565	8445	
6	1566	8445	
7	1567	8445	
BLOCK 75			
1	1568	8445	
2	1569	8445	
3	1570	8445	
4	1571	8445	
5	1572	8445	
6	1573	8445	
7	1574	8445	
BLOCK 76			
1	1575	8445	
2	1576	8445	
3	1577	8445	
4	1578	8445	
5	1579	8445	
6	1580	8445	
7	1581	8445	
BLOCK 77			
1	1582	8445	
2	1583	8445	
3	1584	8445	
4	1585	8445	
5	1586	8445	
6	1587	8445	
7	1588	8445	
BLOCK 78			
1	1589	8445	
2	1590	8445	
3	1591	8445	
4	1592	8445	
5	1593	8445	
6	1594	8445	
7	1595	8445	
BLOCK 79			
1	1596	8445	
2	1597	8445	
3	1598	8445	
4	1599	8445	
5	1600	8445	
6	1601	8445	
7	1602	8445	
BLOCK 80			
1	1603	8445	
2	1604	8445	
3	1605	8445	
4	1606	8445	
5	1607	8445	
6	1608	8445	
7	1609	8445	
BLOCK 81			
1	1610	8445	
2	1611	8445	
3	1612	8445	
4	1613	8445	
5	1614	8445	
6	1615	8445	
7	1616	8445	
BLOCK 82			
1	1617	8445	
2	1618	8445	
3	1619	8445	
4	1620	8445	
5	1621	8445	
6	1622	8445	
7	1623	8445	
BLOCK 83			
1	1624	8445	
2	1625	8445	
3	1626	8445	
4	1627	8445	
5	1628	8445	
6	1629	8445	
7	1630	8445	
BLOCK 84			
1	1631	8445	
2	1632	8445	
3	1633	8445	
4	1634	8445	
5	1635	8445	
6	1636	8445	
7	1637	8445	
BLOCK 85			
1	1638	8445	
2	1639	8445	
3	1640	8445	
4	1641	8445	
5	1642	8445	
6	1643	8445	
7	1644	8445	
BLOCK 86			
1	1645	8445	
2	1646	8445	
3	1647	8445	
4	1648	8445	
5	1649	8445	
6	1650	8445	
7	1651	8445	
BLOCK 87			
1	1652	8445	
2	1653	8445	
3	1654	8445	
4	1655	8445	
5	1656	8445	
6	1657	8445	
7	1658	8445	
BLOCK 88			
1	1659	8445	
2	1660	8445	
3	1661	8445	
4	1662	8445	
5	1663	8445	
6	1664	8445	
7	1665	8445	
BLOCK 89			
1	1666	8445	
2	1667	8445	
3	1668	8445	
4	1669	8445	
5	1670	8445	
6	1671	8445	
7	1672	8445	
BLOCK 90			
1	1673	8445	
2	1674	8445	
3	1675	8445	
4	1676	8445	
5	1677	8445	
6	1678	8445	
7	1679	8445	
BLOCK 91			
1	1680	8445	
2	1681	8445	
3	1682	8445	
4	1683	8445	
5	1684	8445	
6	1685	8445	
7	1686	8445	
BLOCK 92			
1	1687	8445	
2	1688	8445	
3	1689	8445	
4	1690	8445	
5	1691	8445	
6	1692	8445	
7	1693	8445	
BLOCK 93			
1	1694	8445	
2	1695	8445	
3	1696	8445	
4	1697	8445	
5	1698	8445	
6	1699	8445	
7	1700	8445	
BLOCK 94			
1	1701	8445	
2	1702	8445	
3	1703	8445	
4	1704	8445	
5	1705	8445	
6	1706	8445	
7	1707	8445	
BLOCK 95			
1	1708	8445	
2	1709	8445	
3	1710	8445	
4	1711	8445	
5	1712	8445	
6	1713	8445	
7	1714	8445	
BLOCK 96			
1	1715	8445	
2	1716	8445	
3	1717	8445	
4	1718	8445	
5	1719	8445	
6	1720	8445	
7	1721	8445	
BLOCK 97			
1	1722	8445	
2	1723	8445	
3	1724	8445	
4	1725	8445	
5	1726	8445	
6	1727	8445	
7	1728	8445	
BLOCK 98			
1	1729	8445	
2	1730	8445	
3	1731	8445	
4	1732	8445	
5	1733	8445	
6	1734	8445	
7	1735	8445	
BLOCK 99			
1	1736	8445	
2	1737	8445	
3	1738	8445	
4	1739	8445	
5	1740	8445	
6	1741	8445	
7	1742	8445	
BLOCK 100			
1	1743	8445	
2	1744	8445	
3	1745	8445	
4	1746	8445	
5	1747	8445	
6	1748	8445	
7	1749	8445	
BLOCK 101			
1	1750	8445	
2	1751	8445	
3	1752	8445	
4	1753	8445	
5	1754	8445	
6	1755	8445	
7	1756	8445	
BLOCK 102			
1	1757	8445	
2	1758	8445	
3	1759	8445	
4	1760	8445	
5	1761	8445	
6	1762	8445	
7	1763	8445	
BLOCK 103			
1	1764	8445	
2	1765	8445	
3	1766	8445	
4	1767	8445	
5	1768	8445	
6	1769	8445	
7	1770	8445	
BLOCK 104			
1	1771	8445	
2	1772	8445	
3	1773	8445	
4	1774	8445	
5	1775	8445	
6	1776	8445	
7	1777	8445	
BLOCK 105			
1	1778	8445	
2	1779	8445	
3	1780	8445	
4	1781	8445	
5	1782	8445	
6	1783	8445	
7	1784	8445	
BLOCK 106			
1	1785	8445	
2	1786	8445	
3	1787	8445	
4	1788	8445	
5	1789	8445	
6	1790	8445	
7	1791	8445	
BLOCK 107			
1	1792	8445	
2	1793	8445	
3	1794	8445	
4	1795	8445	
5	1796	8445	
6	1797	8445	
7	1798	8445	
BLOCK 108			
1	1799	8445	
2	1800	8445	
3	1801	8445	
4	1802	8445	
5	1803	8445	
6	1804	8445	
7	1805	8445	
BLOCK 109			
1	1806	8445	
2	1807	8445	
3	1808	8445	
4	1809	8445	
5	1810	8445	
6	1811	8445	
7	1812	8445	
BLOCK 110			
1	1813	8445	
2	1814	8445	
3	1815	8445	
4	1816	8445	
5	1817	8445	
6	1818	8445	
7	1819	8445	
BLOCK 111			
1	1820	8445	
2	1821	8445	
3	1822	8445	
4	1823	8445	
5	1824	8445	
6	1825	8445	
7	1826	8445	
BLOCK 112			
1	1827	8445	
2	1828	8445	
3	1829	8445	
4	1830	8445	
5	1831	8445	
6	1832	8445	
7	1833	8445	
BLOCK 113			
1	1834	8445	
2	1835	8445	
3	1836	8445	
4	1837	8445	
5	1838	8445	
6	1839	8445	
7	1840	8445	
BLOCK 114			
1	1841	8445	
2	1842	8445	
3	1843	8445	
4	1844	8445	
5	1845	8445	
6	1846	8445	
7	1847	8445	
BLOCK 115			
1	1848	8445	
2	1849	8445	
3	1850	8445	
4	1851	8445	
5	1852	8445	
6	1853	8445	
7	1854	8445	
BLOCK 116			
1	1855	8445	
2	1856	8445	
3	1857	8445	
4	1858	8445	
5	1859	8445	
6	1860	8445	
7	1861	8445	
BLOCK 117			
1	1862	8445	
2	1863	8445	
3	1864	8445	
4	1865	8445	
5	1866	8445	
6	1867	8445	
7	1868	8445	
BLOCK 118			
1	1869	8445	
2	1870	8445	
3	1871	8445	
4	1872	8445	
5	1873	8445	
6	1874	8445	
7	1875	8445	
BLOCK 119			
1	1876	8445	
2	1877	8445	
3	1878	8445	
4	1879	8445	
5	1880	8445	
6	1881	8445	
7	1882	8445	
BLOCK 120			
1	1883	8445	
2	1884	8445	
3	1885	8445	
4	1886	8445	
5	1887	8445	
6	1888	8445	
7	1889	8445	
BLOCK 121			
1	1890	8445	
2	1891	8445	
3	1892	8445	
4	1893	8445	
5	1894	8445	
6	1895	8445	
7	1896	8445	
BLOCK 122			
1	1897	8445	
2	1898	8445	
3	1899	8445	
4	1900	8445	
5	1901	8445	
6	1902	8445	
7	1903	8445	
BLOCK 123			
1	1904	8445	
2	1905	8445	
3	1906	8445	
4	1907	8445	
5	1908	8445	
6	1909	8445	
7	1910	8445	
BLOCK 124			
1	1911	8445	
2	1912	8445	
3	1913	8445	
4	1914	8445	
5	1915	8445	
6	1916	8445	
7	1917	8445	
BLOCK 125			
1	1918	8445	
2	1919	8445	
3	1920	8445	
4	1921	8445	
5	1922	8445	
6	1923	8445	
7	1924	8445	
BLOCK 126			
1	1925	8445	
2	1926	8445	
3	1927	8445	
4	1928	8445	
5	1929	8445	
6	1930	8445	
7	1931	8445	
BLOCK 127			
1	1932	8445	
2	1933	8445	
3	1934	8445	
4	1935	8445	
5	1936	8445	
6	1937	8445	
7	1938	8445	
BLOCK 128			
1	1939	8445	
2	1940	8445	
3	1941	8445	
4	1942	8445	
5	1943	8445	
6	1944	8445	
7	1945	8445	
BLOCK 129			
1	1946	8445	
2	1947	8445	
3	1948	8445	
4	1949	8445	
5	1950	8445	
6	1951	8445	
7	1952	8445	
BLOCK 130			
1	1953	8445	
2	1954	8445	
3	1955	8445	
4	1956	8445	
5	1957	8445	
6	1958	8445	
7	1959	8445	
BLOCK 131			
1	1960	8445	
2	1961	8445	
3	1962	8445	
4	1963	8445	
5	1964	8445	
6	1965	8445	
7	1966	8445	
BLOCK 132			
1	1967	8445	
2	1968	8445	
3	1969	8445	
4	1970	8445	
5	1971	8445	
6	1972	8445	
7	1973	8445	
BLOCK 133			
1	1974	8445	
2	1975	8445	
3	1976	8445	
4	1977	8445	
5	1978	8445	
6	1979	8445	
7	1980	8445	
BLOCK 134			
1	1981	8445	
2	1982	8445	
3	1983	8445	
4	1984	8445	
5	1985	8445	
6	1986	8445	
7	1987	8445	
BLOCK 135			
1	1988	8445	
2	1989	8445	
3	1990	8445	
4	1991	8445	
5	1992	8445	
6	1993	8445	
7	1994	8445	
BLOCK 136			
1	1995	8445	
2	1996	8445	
3	1997	8445	
4	1998	8445	
5	1999	8445	
6	2000	8445	
7	2001	8445	
BLOCK 137			
1	2002	8445	
2	2003	8445	
3	2004	8445	
4	2005	8445	
5	2006	8445	
6	2007	8445	
7	2008	8445	
BLOCK 138			
1	2009	8445	
2	2010	8445	
3	2011	8445	
4	2012	8445	
5	2013	8445	
6	2014	8445	
7	2015	8445	
BLOCK 139			
1	2016	8445	
2	2017	8445	
3	2018	8445	
4	2019	8445	
5	2020	8445	
6	2021	8445	
7	2022	8445	
BLOCK 140			
1	2023	8445	
2	2024	8445	
3	2025	8445	
4	2026	8445	
5	2027	8445	
6	2028	8445	
7	2029	8445	
BLOCK 141			
1	2030	8445	
2	2031	8445	
3	2032	8445	
4	2033	8445	
5	2034	8445	
6	2035	8445	
7	2036	8445	
BLOCK 142			
1	2037	8445	
2	2038	8445	
3	2039	8445	
4	2040	8445	
5	2041	8445	
6	2042	8445	
7	2043	8445	
BLOCK 143			
1	2044	8445	
2	2045	8445	
3	2046	8445	
4	2047	8445	
5	2048	8445	
6	2049	8445	
7	2050	8445	
BLOCK 144			
1	2051	8445	
2	2052	8445	
3	2053	8445	
4	2054	8445	
5	2055	8445	
6	2056	8445	
7	2057	8445	
BLOCK 145			
1	2058	8445	
2	2059	8445	
3	2060	8445	
4	2061	8445	
5	2062	8445	
6	2063	8445	
7	2064	8445	
BLOCK 146			
1	2065	8445	
2	2066	8445	
3	2067	8445	
4	2068	8445	
5	2069	8445	
6	2070	8445	
7	2071	8445	
BLOCK 147			
1	2072	8445	
2	2073	8445	
3	2074	8445	
4	2075	8445	
5	2076	8445	
6	2077	8445	
7	2078	8445	
BLOCK 148			
1	2079	8445	
2	2080	8445	
3	2081	8445	
4	2082	8445	
5	2083	8445	
6	2084	8445	
7	2085	8445	
BLOCK 149			
1	2086	8445	
2	2087	8445	
3	2088	8445	
4	2089	8445	
5	2090	8445	
6	2091	8445	
7	2092	8445	
BLOCK 150			
1	2093	8445	
2	2094	8445	
3	2095	8445	
4	2096	8445	
5	2097	8445	
6	2098	8445	
7	2099	8445	
BLOCK 151			
1	2100	8445	
2	2101	8445	
3	2102	8445	
4	2103	8445	
5	2104	8445	
6	2105	8445	
7	2106	8445	
BLOCK 152			
1	2107	8445	
2	2108	8445	

Exhibit B
Park Legal Description

1. Tracts D and E of Silver Palm West, according to the Plat thereof, recorded in Plat Book 166, Page 31, of the Public Records of Miami-Dade County, Florida.

Exhibit C
Maintenance Services

Landscaping and Lawn Maintenance Services by the Landscape Agency

Scope of Work

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

Landscape Maintenance

Turf Maintenance

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

Trimming

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

Edging

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

Pruning Shrubs and Ground Cover Plants

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

Tree Care

All trees to be maintained at a minimum canopy high of 8' at all walkways, bike path, common

areas and areas so designated by the Project Manager.

Weed Control

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

Irrigation

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

Litter Control

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

Exhibit D

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

STANDARDS AND OPERATING PROCEDURES MANUAL

Miami-Dade Parks | MAINTENANCE

www.miamidade.gov/parks

UPDATED JULY 2005

Table of contents

1000
Cleaning and Sanitation 3

1010 Policing Of Grounds
1020 Streets and Parking Area
1030 Food Service Facilities Equipment and Utensils
1040 Duckboards or Rubber Floor Mats
1050 Restrooms
1051 Public
1052 Limited Use
1060 Picnic Facilities
1070 Marinas
1071 Fish Cleaning Facilities
1072 Piers and Docks
1080 Refuse
1081 Collections
1082 Disposals
1090 Floors
1091 Asphalt, Vinyl, Rubber, Linoleum
1092 Quarry and Ceramic
1093 Wood
1094 Concrete or Epoxy Resinous
1095 Terrazzo
1100 Carpets, Stage Curtains, Windows and Window Blocks, Upholstery
1101 Carpets
1102 Stage Curtains
1103 Windows and Window Blocks
1104 Upholstery
1110 Showers, Lockers, and Sand Traps
1120 Drinking Fountains: Marble, Enamel, Vitreous China, Stainless Steel
1121 Terrazzo
1130 Zoo Facilities
1140 Pool Maintenance
1141 Regular
1142 Atolls
1150 Pest Control
1151 Insects
1152 Rodents

2000
Building, Fixed Equipment and Appliances 10

2010 Plumbing, Septic Tanks And Fields
2020 Water Supply And Distribution, Valves, Hydrants and Meters
2030 Auditorium Equipment
2040 Refrigeration
2050 Air Conditioning
2060 Electrical
2070 Structural
2080 Painting
2090 Picnic Tables and Benches
2100 Fences, Guard Rails and Gates
2110 Gasoline Pumps and Tanks
2120 Playground Equipment
2130 Barbecue Grills
2140 Electronic Megaphones

3000
Lawns and Right of Ways 15

3010 General
3020 Mowing
3021 St Agustine
3022 Bermudagrass
3023 Bahiagrass
3030 Spraying
3031 Weed Control
3032 Insect and Disease
3040 Fertilizers
3050 Watering

4000
Trees and Shrubbery 18

4010 Pruning, Topping, Removal of Nuts and Stumps
4020 Poisonous Vines and Plants
4030 Spraying

4040 Fertilizing
4050 Watering
4060 Removal of Trees
4070 Root Pruning
4080 Wrapping of Ball and Transplanting
4090 Palinging Of Trunks
4100 Potted Plants in County Buildings and for Exhibition
4120 Attaching Signs and Defacing Trees

5000
Roads, Bridges, Parking Lots and Walks25
5010 Roads, Walks, Culverts, Parking Lots
5020 Signs

6000
Marinas, Navigational Aids..... 26
6010 General
6020 Launching Ramps
6030 Mooring Lines
6040 Fish Racks
6050 Boat Hoists And Lifts
6060 Bulkheads
6070 Abandoned Fuel Cans, Etc
6080 Piers
6090 Signs
6100 Bait Tanks
6110 Lights And Navigational Aids
6020 Waster Oil

7000
Other Maintenance..... 28
7010 Hurricane Boxes
7020 Storm Shutters

1000 Cleaning and sanitation

1010 Policing of grounds

All uses of area are to be thoroughly policed for litter, glass, bottles, logs and other debris each morning by employees of the facility. Additional cleaning of such areas will be undertaken throughout the day as needed, especially on weekends and holidays.

1020 Streets and parking areas

Complete cleaning of litter, to include recycling of bottles, glass and cans (in compliance with Dade County ordinance) from parking areas is to be undertaken twice a week, preferably on Mondays and Fridays. Continuous observation to avoid accumulation of debris or hazardous materials will be given by assigned park attendants.

Park entrance roads and roads passing through parks will be policed daily. Other thoroughfares will be policed before each mowing.

1030 Food Service Facilities -- Equipment and Utensils

Employees should attend food handling classes as offered by H.R.S.

All food handling employees will be clean and neat at all times. Counters are to be kept clean and orderly at all times. Boxes, containers, bottles and wrapping paper will be disposed of when no longer needed. Patios and concrete aprons around service facilities are to be policed hourly and more often if necessary to keep the facility neat and clean.

Walk-in refrigerators which are operating properly are to be defrosted and cleaned each month. In addition, such refrigerators are to be cleaned each week or as needed. Malfunctioning units are to be repaired to permit periodic defrosting. Counter condiment dishes and containers are to be checked hourly to see that they are clean and adequately filled.

Once a week, preferably on Monday, food serving facilities are to be thoroughly cleaned; walls washed with mild soapy water and sponged down with fresh water; upright refrigerators defrosted and cleaned with a mild approved and stocked detergent-disinfectant in water solution and grills thoroughly cleaned with a grill stone. In addition, floors are to be scrubbed with a stiff brush and disinfectant-water solution; overhead fans protective screens, and glass enclosures cleaned; and windows, screens and refuse receptacles washed.

All cleaning equipment and supplies are to be kept away from food being stored, prepared or served. Such equipment is to be cleaned after each usage and stored in wll ventilated places in a manner which permits rapid drying. The following procedures are to be performed daily.

1. Clean counters and grills at the beginning and close of the work day.
2. Fill food and drink dispensers when facilities are opened.
3. Set out adequate food supplies not subject to putrefication for anticipated sales for the day immediately after opening.

4. Hose down concrete aprons around food service buildings upon opening such facilities.
5. Empty food or drink dispensers and wash and dry the bowls or containers at the close of the day.
6. Refrigerate food and beverage supplies subject to putrefication or spoilage before leaving the stands in the evening.
7. Remove frozen food which is expected to be needed the next day from freezer and place in refrigerator before closing the facility.
8. Turn off the gas grill and appliances, check all vending machines to see that they are adequately secured, cut off all lights except night lights, set out garbage cans at designated areas, secure all windows and lock doors before leaving the stand at the end of the work day.

1040 Duckboards or Rubber Floor Mats

On Monday of each week all duckboards or rubber floor mats are to be removed to outside concrete aprons, placed flat on the concrete apron, and scrubbed with an approved and stocked detergent-bleach in water solution. After the solution has remained on the boards for approximately fifteen minutes, hose them down with hot water, allowed to dry thoroughly in the sunlight before using them again.

1050 Restrooms

1051 Public

To a considerable extent, cleanliness of restrooms reflects the level of care provided for any public facility; therefore, special attention must be given to this phase of maintenance. Restrooms are to be thoroughly cleaned every day, shortly after the beginning of the work day, with repeated cleansings during the day a, as traffic may dictate.

Whenever possible, female attendants should be employed to inspect and clean female restrooms.

Lavatories will be thoroughly cleaned with an approved stocked detergent in water solution. A fine cleaning powder may be used to remove stains when necessary. Bowls and urinals will be cleaned to remove stains when necessary. Bowls and urinals will be cleaned with an approved cleaner, and urine salts will be scrubbed off. These are the cause of restroom odor! If kept well cleaned, the use of deodorant blocks will not be necessary to control odors in urinals. Floors are to be swept to remove sand and loose articles before hosing down. Stiff fiber brooms should be used to scrub the floors with detergent-disinfectant solution. Windows and screens are to be cleaned at least weekly.

Windows should be kept open as much of the times as weather permits. Drain gratings are to be kept free of accumulated debris and drains will be flushed with a hose. Exposed plumbing should be cleaned daily. Light fixtures should be cleaned weekly.

All objectionable markings on walls, partitions, etc. are to be removed upon discovery. Paper dispensers will be filled often enough to avoid depletion of supply. Consideration should be given to those high usage restroom facilities converting to electric hand drying system. Soap

dispensers, where provided, should be kept filled. Dispensers damaged by vandals are to be repaired or replaced as soon as this can be arranged.

Loose towels or toilet paper are not to be placed in visitor restrooms. Store rooms will be adequately stocked at all times, cleaned and arranged in an orderly manner. Holes knocked or drilled in walls or partitions are to be closed and repaired as soon after discovery as can be scheduled. Restrooms should be polled three times a day during the week and as often as is necessary on weekends and holidays to avoid vandalism, to remove litter, flush toilets, and to control conduct.

1052 Limited Use

Bowls, lavatories, and urinals in limited use restrooms are to be cleaned with an approved and stocked detergent-disinfectant, water solution daily. Use of fine cleaning powder to remove stains when necessary. Floors are to be swept and mopped once a day. Soap, towels, and toilet paper are to be replenished as required. Mirrors and exposed plumbing are to be kept clean at all times.

1060 Picnic Facilities

Wooden picnic tables, benches and counters are to be scrubbed with an approved and stocked detergent and water solution and hosed down.

Plastic table tops will be sponged down with an approved and stocked detergent in water solution to remove foreign matter. After scrubbing or sponging tables, concrete floors should be hosed down and scrubbed with water and a stiff fiber brush when required to remove spots. Grill will be cleaned by removing burned material or food products. When grill gratings become dirty or clogged, they are to be cleaned by wire brushing and rinsing with clean water. Grills should be replaced as necessary by issuing a work order. Trash cans should be conveniently placed in the vicinity of all picnic facilities. Pressure clean designated recycling waste bins.

1070 Marinas

1071 Fish Cleaning Facilities

Boards, tables, or counters used for cleaning fish are to be scrubbed daily with an approved and stocked detergent-disinfectant in water solution and a stiff fiber brush. After scrubbing let the solution remain as required by label directions before washing it off with clean water. Hose down the dock area or paved apron on which the fish cleaning facility is located after the counter or table has been cleaned. Frequent checks should be made throughout the day to see that the table or counter is clean and that discarded fish products are removed. Hose down the cleaning facilities as frequently as is necessary to control odor and to keep the facility clean.

1072 Piers and Docks

Piers and docks will be hosed down and if necessary scrubbed with stiff fiber brush often enough to keep them clean. Repairs will be made as needed by issuance of a work order.

1080 Refuse

1081 Collections

Refuse is to be collected daily from all containers in park facilities. Collections will e made twice a week in wayside parks. Insofar as can be scheduled, collections should be made in the morning before park patrons arrive. If collections must be made when visitors are attending facilities, they should be mad in such a way as to inconvenience the visitors as little as possible. Collections should be made on an as need basis.

Waste will be collected and disposed of in such a way as to eliminate feeding for rodents.

Waste receptacle having sharp edges, bottoms rusted out, or are otherwise damaged will be removed from use until they are repaired or replaced. Do not use 55 gallon steel drums for waste collection.

Storage of refuse for transporting by a commercial firm will be in water-tight receptacles of impervious material with tightly fitted lids. Such containers will usually be of the bind type for automatic loading into compactor garbage trucks.

All containers for any park or facility served by a commercial firm will be located at designated places accessible to the collection trucks.

Hauling of garbage or other refuse will be performed in a manner that will avoid scattering of such waste. If it is necessary to haul refuse in an open truck, the law requires a canvas, cargo net, or other suitable cover be provided to avoid scattering of light material.

All truck compartment used for transporting garbage will be hosed out and sprayed with disinfectant at the end of every day they are used.

1082 Refuse Disposal

As a rule, it is the responsibility of park staff to collect and transport refuse to designated pick-up areas on the park facility. Whenever possible, collection from these designated pick-up areas and final disposal will be performed by the approved waste removal vendor according to pre-arranged schedule. In some situations, park employees and equipment will be used for transporting refuse to dumps. Return all dump tickets to the appropriate supervisor.

Handling of refuse will be performed in a manner that will avoid scattering of such waste. If it is necessary to haul refuse for any appreciable distance, a canvas or other suitable cover must be used to avoid scattering of light material.

By pre-arrangement with the county waste division, roving crews may be allowed to dispose of clipping and other refuse at certain neighborhood trash transfer stations. To avoid misunderstanding with the security guards at these facilities a copy of the approval must be kept in the vehicle, thus used for disposal. That approval will show the location of the transfer station, and the monthly yardage approved for deposit by the crew.

1090 Floors

1091 Asphalt, Vinyl, Rubber, Linoleum

Damp mop with an approved and stocked detergent warm-water solution, and dry mop the floor. Apply a light coat of approved liquid floor wax along traffic lanes and heavy use areas of the floor and buff floor weekly. If traffic on such floors is limited, or if floors become slick, cleaning and waxing may be done bi-weekly. Sections of floors receiving limited usage should be lightly waxed, approximately once a month. Floors are to be vacuumed or swept with a hair broom before or after normal office or work hours every work day and more often if excessive dirt accumulates. When the facility has heavy pedestrian traffic, damp mop with water every other day. Once every three or four months an approved and stocked solvent or stripping solution is to be used to remove stained or excessive wax and fresh coat is to be applied.

1092 Quarry or Ceramic

Vacuum or sweep with a hair broom daily to remove loose dirt. Damp mop with water two or three times a week. Damp mop with an approved mild terrazzo cleaner and water solution and dry mop with clean water once a week. Remove terrazzo sealer with a strong solution of terrazzo cleaner, permit to thoroughly dry, and apply a thin coat of terrazzo sealer every three months under normal conditions and once a month in sandy locations.

Do not apply terrazzo sealer to ceramic tile.

1093 Wood

Sweep daily when usage is at a minimum, preferably before or after regular working hours. Damp mop semi-weekly with an approved and stocked detergent and water solution. Dry mop to remove excessive moisture after mopping. Wax with an approved liquid or paste wax that part of the floor receiving heavy or constant usage and buff biweekly. If pedestrian usage is limited, waxing may be performed less frequently. Once every three or four months an approved solvent wax has been removed, re-wax with a moderate application and buff if a machine is available. If a machine is not available, use an approved self-polishing liquid wax.

Floors are to be thoroughly cleaned and lightly sanded, if necessary, before applying sealer compounds. Sealer compounds should be applied approximately every three to four years, depending upon usage.

Stage floors are not to be waxed.

1094 Concrete and Epoxy Resinous Floors

Except in warehouse or other enclosures, hose down concrete floors daily at a time when usage is at a minimum. Remove accumulated gum or grease with an approved solvent before hosing down. Warehouse areas are to be swept twice a week or often as is necessary to reflect good house keeping. Shop floors are to be cleaned once a week with a solvent to remove grease before hosing down. Fuller's earth or an approved absorbent material should be used to cover grease or oil drippings in shops during the day to avoid tracking and for safety purposes.

Painted or enameled concrete floors should be vacuum cleaned or swept with hair broom daily and damp mopped two or three times a week or after each performance, depending upon usage.

Epoxy resinous floor covering will be maintained in the same manner as concrete floors.

1095 Terrazzo

Damp mop daily with a mild solution of approved stocked terrazzo cleaning fluid and water when the facility receives minimum usage. A strong solution of approved terrazzo cleaner and water should be applied by wet mopping every three months to remove all foreign matter before applying terrazzo sealer. Dry mop to remove excessive water and permit thorough drying before applying a moderate application of terrazzo sealer. Vacuum clean or sweep with hair broom daily and before mopping.

1100 Carpets, Stage Curtains, Windows and Window Blocks, Upholstery

1101 Carpets

Clean annually or more often if necessary with an approved and stocked carpet shampoo. Apply shampoo by hand, work in thoroughly with machine, and vacuum until dry. Vacuum after each performance or two or three times a week, depending upon usage of the particular facility. Remove spots from carpets when they are discovered.

1102 Stage Curtains

Thoroughly vacuum clean stage curtains annually during summer months.

1103 Windows and Window Blocks

Wash with water once a week or as often as the workload of a park forces will permit. Use household ammonia with water to remove accumulated dirt and polish the glass with a clean paper. Remove cobwebs from corners and jams.

1104 Upholstery

Fabric upholstery materials should be cleaned with an approved shampoo annually. This is accomplished by mixing concentrated shampoo with water according to instructions by the manufacturer and whipping the solution to create a heavy foam. The foam should be worked into the upholstery with a soft fiber brush. Remove excess shampoo and loose dirt with a slightly damp sponge. If excessive moisture is left in the upholstery vacuum it until the moisture is removed.

1110 Showers, Locker and Sand Traps

Hose down shower walls and floors daily. Scrub shower floors with an approved and stocked detergent-disinfectant in water solution with stiff fiber brush once a month and hose down. Dust all clothing lockers daily which are in use. Wash lockers with mild soap and water and rinse bi-monthly. Paint exposed lockers annually. Floor drains will be flushed daily. Each week, preferably on Monday facility maintenance personnel will check sand traps and remove sand as needed to avoid flushing it into the underground plumbing system.

1120 Drink Fountains: Marble, Enamel, Vitreous China, Stainless Steel

All drinking fountains whether marble, enamel, vitreous china or stainless steel should be washed daily with a stiff fiber brush and approved stock detergent water solution and rinsed. When stain occurs, use approved and stocked cleaning powder to remove the stain.

1121 Terrazzo

Wash with mild solution of approved terrazzo cleaner and water and rinse daily. Strong solution of approved terrazzo cleaner and water should be used to remove stains and old sealer every three months or more often if the fountain becomes stained and moderate application of approved terrazzo sealer applied after the fountain has thoroughly dried.

1130 Zoo Facilities

Each morning the following functions should be performed in the zoo before it is opened to the public.

1. Pick up all animal droppings from the paddocks.
2. Hose down animal cages having floors, scrub the floors with a water and chlorine derivative solution, and then thoroughly rinse with clean water.
3. Police the grounds to remove paper, bottles, and all other waster matter.
4. Broad paved paths and roads are to be swept with mechanical sweeper.
5. All refuse will be placed in designated areas for pickup by trash crews.
6. Animal waste will be placed in designated dumpsters for daily pickup;

Policing of areas between guard rails and cage fronts or paddocks will be done by zookeepers in charge of the respective areas to which they are assigned.

During the day continuous policing will be performed by all personnel assigned to the zoo. In addition, all cages paddocks will be cleaned as required and to the extent what assigned personnel can perform.

The food preparation facilities are to be thoroughly cleaned daily after usage and all utensils will be washed in soapy water, rinsed in clean water, and dried and stored in spaces provided.

The meat cutting block is to be cleaned with a butchers brush after each usage. (Water is not to be used in cleaning the meat cutting block.) Particular attention should be given to the cleanliness and sanitation of the animal hospital. All tools, utensils, and fixed hospital equipment

should be cleaned immediately after each usage and loose items should be stored in an orderly fashion. The diet of the zoological specimens will be prescribed by the general curator of the zoo, in consultation with the veterinarian.

1140 Pool Maintenance

1141 Regular Pools

A complete cleaning and operating procedure for each swimming pool is contained in the Aquatics Operations Manual, on file at each pool.

1142 Atoll Maintenance

Annually or as determined by water quality all pools should be thoroughly cleaned. This is accomplished by pumping out atoll water, grading the pool bottom and removing debris and accumulated silt. The aeration or pump system shall be serviced and additional beach sad added to combat erosion on an annual basis. Bi-monthly, beach sand shall be sifted. Daily maintenance shall include raking sand removing debris.

1150 Pest Control

1151 Insects

Proper cleaning and sanitation is the most effective insect control method against fly and reach infestation. This eliminates most feeding and breeding of such insects. If these insects migrate from other breeding areas they can be eliminated by spraying with approved insecticide, only by a licensed technician.

After elimination of feeding and breeding in and around facilities, frequency of spraying will vary according to the number of insects present.

1152 Rodent Control

Rat control consists of rat proofing of buildings, elimination of the food supply, poisoning and fumigations and trapping.

Screens should be provided for all ventilators, doors, windows, and lattice work of buildings. Even though screens may have to be left open during the working hours, all screens should be in place at night when the structure is closed. Holes in floors, exteriors walls and roofs are to be repaired upon discovery. Clearance around exterior doors should always be less than one quarter of an inch.

The food supply can be eliminated to a great extent by the use of impervious waste cans with tightly fitted covers, storage of human and animal food and grain in rat proof buildings or containers, and proper waste collection and disposal operations.

Poisoning should be performed with a great deal of caution to keep poison boxes beyond the reach of children and household pets. Poison boxes will be plainly marked "Danger-Rat Poison." Poison should be stored neatly in cans marked "Rat Poison" and kept away from all food. "Warfarin" will be used in permanent bait boxes for continuous rat control program in garages, storage buildings, outside buildings in storage areas, and near garbage containers. Only rodent poison which is non-toxic to humans, dogs and cats is to be used in areas recely-

ing heavy use from visitors. The poison and boxes of poison are available through normal requisitions. Bait or poison should only be used by a licensed applicator.

Rat infestations of large areas such as waterfronts should be reported to the respective supervisor. They will obtain suitable poison from the health department for broadcasting over infested areas by park employees.

In the event there are any questions which may arise, or if there are suggestions for improvements, contact your immediate supervisor.

2000 Buildings, Fixed Equipment and Appliances

2010 Plumbing, Septic Tanks and Fields

Park facility maintenance repairmen will unstop plumbing fixtures, replace water faucet washers, shower heads, and remove trap plugs to clean drains. Installations, replacements, or repairs requiring the addition of pipe or disconnection of any pipe will be done by plumbers, maintenance repairmen, or under the general supervision of a qualified plumber.

Septic tanks are to be treated by-monthly with an approved chemical agent to promote bacteria activity. When it becomes necessary to pump out septic tanks, this will be done on a call basis by private firms. Drainage fields will be maintained by issuance of a work order.

Drains are to be flushed weekly with hot water by maintenance repairmen of the respective park installations. Before cutting off water in pipes to be replaced or repaired, a check will be made to see that all water heaters on the line have the gas or electricity off.

Drain gratings are not to be removed to permit trash or sand to be flushed through the underground plumbing system. Grease is never to be poured into sinks, drains or plumbing fixtures. Grease traps are to be checked and cleaned if needed weekly by maintenance personnel of the various park facilities. Grease traps which are not easily accessible will be checked and cleaned by plumbers of the Construction/Maintenance section (*C/M Section) after issuance of a work order by the responsible park or facility manager. Clogging of grease traps will first be noticeable by a decreased flow of water.

Traps in facilities with ceramic rooms are to be cleaned weekly. Mops are not to be cleaned in sinks. They are to be cleaned outside and allowed to air dry.

2020 Water Supply and Distribution Facilities, Valves, Hydrants and Meters

Water mains, valves and hydrants are to be maintained by plumbers of the construction/maintenance section. Threads of hydrant outlets will be lubricated with a light coat of approved grease by the maintenance employees of the respective installations semi-annually. Fire hydrants are to be flushed semi-annually, under the supervision of the fire department. Fire wells will be pumped out annually to remove accumulated silt or sand.

Mechanical repairs to chlorination equipment are the responsibility of the construction/maintenance section. Such repairs require issuance of work orders by the responsible park managers or supervisors. Major repairs may be performed by outside firms specializing in such repair. All pipes and connecting joints used for transmission of chlorine gas are to be checked (with ammonia) once a week and after connections have been reconnected to discover escaping chlorine.

Water pumps are to be lubricated according to recommendations of the manufacturer of the equipment. Electrical motors are to be lubricated according to the instructions of a master electrician of the construction/maintenance section. All electric motors shall be tagged with "punch car" showing the lubrication schedule.

Electricians or trained maintenance repairmen are to perform preventative maintenance checks of electrical equipment.

The outside of water tanks are to be painted every two or three years, depending upon the need for such work. The inside of water tanks is to be examined annually to determine the condition of the tanks. Painting will be scheduled when the need for such work is apparent.

Water meters are to be installed and removed when necessary, by the plumbers of the construction/maintenance section. If a water company does not read water meters, assigned employees of the respective facilities will read the meters monthly as near as can be scheduled to the same date. Major repairs are to be performed by water repairmen of a designate municipality or company.

2030 Auditorium Equipment

The stage grid iron sections are to be checked at least once a month to see that they are structurally sound and in proper position.

The standby generator should be checked to see that the engine has adequate oil and gasoline and the battery for the engine should be charged for approximately fifteen minutes week by running this emergency equipment. The elevators are to be properly lubricated monthly. The oil level of the hydraulic system of the elevators will be checked each week to determine adequacy of the amount of oil.

Floors of the electric panel board rooms are to be mopped weekly. Panel boards are to be vacuum cleaned weekly to remove dust. Power to such equipment will be shut off by work which may endanger the safety of employees is undertaken.

Floors in equipment rooms should be painted annually with an approved and stocked deck type paint. All of the above mentioned work is to be performed by the auditorium maintenance employees. At least once a year stagehands are to check all ropes, shives, and relate tackle necessary for stage scenery. A complete check of the electronic dimmer board is to b performed at least annually, upon issuance of work order. Discovered defective parts are to be replaced immediately.

Heating, air conditioning, electronic dimmer equipment, cove lights, elevators, sound and information sign equipment are to be maintained by private firms through maintenance contracts.

2040 Refrigeration

Refrigeration P.M. schedule to be developed by trades and implemented by manager. At lea once a month and more often if necessary, refrigeration

Units shall be checked by an appropriate supervisor to see that the air vents are not obstructe the drive belt is in good condition and is adequately tight. In addition, electric cords shall be checked. Adequate space should be left around freezer units to permit free movement of air. Refrigeration units are to be kept relatively free of excessive oil, dust, and accumulated dirt. Re frigeration repairs requiring servicing of units will be requested by work order.

2050 Air Conditioning, Heating, Blowers and Fans

Air Conditioning units should be inspected once a month. This check will include cleaning or replacing of air filter units when dirty, removal of grease or dust from fan blades, checking electrical cords for defects, and the operation of motors and compressors. Air conditioning units exposed to outside air should have the covering frame often enough to eliminate rusting.

The blades of fans and blowers should be cleaned monthly by employees of the facility having such appliances. Electrical connections to power are to be disconnected before cleaning is undertaken. Blowers, fans, electrical cords, and switches should be checked approximately every three months for defects.

Thoroughly clean exhaust fans semi-annually and ventilating fans annually. Appliances are to be painted often enough to avoid rusting.

Air conditioning P.M. to be scheduled by Trades and implemented by park manager. All air conditioning filters shall be cleaned and replaced semi-annually.

2060 Electrical

All panel boards, controls, transformers, and panel switches are to be checked and thoroughly cleaned annually during off season. Worn or defective parts are to be repaired or replaced when discovered. Floors in instrument rooms will be painted annually with an approved stocked rubber base paint. Non-conducting metal parts of panel boards, transformers, controls, and switches are to be painted often enough to avoid corrosion.

Extra precautions should be taken to avoid accidents when working on or around high voltage units. Electrical current will be cut off when performing this work and apparatus will be tested for zero voltage before work begins. When checking or working on panel boards or panel switches, electricians should determine that proper size fuses are being used.

Outside switches, conduit and receptacles are to be cleaned and painted annually. Overhead power lines and feed lines are to be checked semi-annually and after each power failure. Traffic counters and electric boat hoists will be checked each week preferably on Friday, and before holidays to see that they function properly. Flood lights and night lights should be checked each Friday. Skeet and trap machines are to be checked semi-annually and before special events.

When checking or repairing appliances, electrical cords will be examined to discover bruises, broken wires or deteriorated covering. Defective cords will be replaced. Electricians are to check the grounding of electric motors, appliances and other equipment when on service calls or when performing routine maintenance. Marine navigational lights are to be checked daily and repaired if defective parts are discovered. Navigational batteries will be replaced by the construction/maintenance section as required to have serviceable lighting.

Electrical directional and informational signs and public address systems will be maintained by contract with private establishments. Lines supplying such equipment or fixtures with power are to be maintained by issuance of a work order. Only certified trades' staff is to work on electrical problems. Maintenance repairers will replace bulbs.

Assigned employees in park installations may replace fuses, light bulbs and fluorescent tubes, and connecting plugs of appliance cords. In addition, cleaning of blowers or fan blades, wash or replace filters, removal of dust or trash from fixtures or screens may be per-

formed by such employees after these fixtures have been disconnected from the source of current. Other maintenance and repairs will be conducted by a certified electrician utilizing safe trade's standards.

2070 Structural

All structural repairs will be made of comparable materials and quality of workmanship as initially went into the construction of the facility unless instructions are issued by responsible administrative supervisors to the contrary. Colors of repair parts or materials when installed shall be in accordance with the existing color scheme of the structure. All repairs are to be according to acceptable standards of the craft trade, and applicable building codes.

On an as needed basis, hinges will be lubricated with SAE-30 oil or proper lubricant semi-annually or more often during rainy season. Cadmium plated hardware should be lubricated and protected from corrosion with an approved and stocked wax-type preservative. Locks are to be lubricated with graphite. DO NOT LUBRICATE LOCKS WITH OIL. The maintenance set forth in the paragraph will be performed by maintenance repairmen or other maintenance personnel of the various park facilities.

Metal thresholds are to be checked semi-annually to see that they are properly weather-proofed. If necessary the threshold is to be removed and re-caulked. Caulking of windows and doors should be checked semi-annually to discover and replace defective caulking. This work can be accomplished through issuing a work order, and to be done only by trades or qualified maintenance repairer.

Broken windows, loose latches and hinges, damaged screens having holes are to be repaired or replaced as required as soon as can be scheduled after discovery.

Repairs to roof, removal and /or replacement of structural timbers and related work will be performed b issuing a work order.

2080 Painting

Before painting any surface, all foreign matter should be removed. Grease will be removed from mechanical equipment with an approved and stocked solvent. Rust and loose paint will be removed by sanding and/or wire brushing. The selection of types of paint is to be in accordance with the manufacturer's recommendations. Use rust preventative paints on corrosion metals where applicable.

All wood exposed to weather should be sanded and painted with an approved and stocked exterior paint. Check for cracks and nail holes which should be caulked before final coat of paint is applied. Allow each coat of paint to thoroughly dry before applying the next coat. Fresh paint should be adequately marked or roped off to keep people from rubbing against it. Painting of building interior or exterior to be done after consultations with a trade's painter.

2090 Picnic Tables and Benches

Replacement of boards, bolts, nuts, and painting of metallic parts of picnic tables and benches will be done by park maintenance personnel of the respective park facilities where picnic tables and benches are located. Other maintenance of such park equipment may be performed by issuing a work order.

Roadside benches and picnic equipment located on unattended park sites will be checked by the responsible supervisor and repaired or replaced as needed.

2100 Fences, Guard Rails and Gates

Wooden hand rails are to be checked frequently to see that they are secure and sealed against rot. Wood should be refinished by sanding until smooth, free from splinters, and fiberglass resin will be used for refinishing. Refinishing will be performed by the painters after receiving an approved work order. Wooden fences, gates and rails will be refinished with a paint or resin accordingly, as needed to maintain seal and color. Routine painting of such structure will be performed by assigned personnel of the respective park facilities. Fiberglass resin will applied by trained personnel of the construction/maintenance section. Generally, wooden and metal fences should be painted annually or as often as use and deterioration requires. Approved non-toxic paints are to be used on animal cages and paddocks.

Hinges of gates are to be cleaned and lubricated with an approved heavy grease semi-annually. When lubricated, gates will be checked and if necessary adjusted to permit opening and closing easily. Metal fences should be painted with rust inhibitor paints at the first sign of rusting. The rust should be removed by sanding of wire brushing before paint is applied.

Only use a herbicide if it is aesthetically pleasing and only by a licensed applicator to control growth around rock fences at approximately 90 day intervals or in accordance with instructions from the responsible administrative supervisor.

2110 Gasoline Pumps and Tanks

All fuel storage is to comply with D.E.R.M. regulations.

Continuous preventative maintenance checks are to be performed on gasoline pumping and storage facilities by operators of the equipment and their immediate supervisor. The hose should be checked to see that it has not been crushed or leaks. Nozzles and fittings should be observed to see that they function properly and do not leak. New nozzle, fittings, or hose, as required, will be installed by contracted supplier. All nozzles will have automatic shut-off device. Exposed and portable fuel tanks are to be plainly marked with additional word "INFLAMMABLE" with approximately one inch red lettering for drums and portable tanks. Two inch red lettering should be used in marking other tanks containing inflammables.

All limited use fuel storage drums and tanks are to be locked when unattended. Exposed and portable fuel tanks are to be painted annually or as often as is necessary to control corrosion. Mechanical maintenance of nozzles, gauges, and pumping equipment will be performed by fuel companies supplying such pumps or by private firm specializing in maintenance of this type equipment.

2120 Playground Equipment

Daily inspections will be performed on playground equipment located at staffed areas to detect broken or splintered wood, burred metal and loose parts, and secure foundations. Inspections of playground equipment at no staffed areas will be done semi-annually by the assigned supervisor. Equipment having splinters or jagged edges will be repaired immediately after discovery or taken out of service until repaired to avoid accidents. All points of wear should be cleaned

and lubricated monthly with heavy grease. Excessive applications should be avoided. Wooden and corrosive type metal should be painted annually or more frequently if necessary to avoid deterioration and control splintering. Repair work will be performed by qualified maintenance personnel of the respective facilities.

2130 Barbecue Grills

Parks having access to maintenance repairmen will set and reset barbecue grills. The construction/maintenance section will perform welding and related repairs on this equipment after receiving work orders from facility managers. Frequent checks should be made by respective park personnel to see that the grill foundations are secure and replaced removed or repaired as needed.

2140 Electronic Megaphones

Park managers are responsible for seeing that electronic megaphones are inspected periodically and batteries are replaced to avoid corrosion and damage. Most of the electronic megaphones used by the department use standard flashlight cells, and an installation diagram is attached inside each megaphone's back plate, accessible by removing two screws.

All other repairs and adjustments on electronic megaphones will be handled by the department approved vendor.

3000 Lawns and Right -of Ways

3010 General

Supervisors of all facilities are instructed to inspect all turf, shrubbery, and trees frequently to determine the condition of such vegetation. If insect or disease infestation is discovered, this condition should be treated immediately by a prescribed treatment.

3020 Mowing

Before mowing, the entire area will be carefully policed to remove rocks, glass, paper, etc., which may damage the mower, create an unsightly condition, or create a possible safety hazard.

Mowing of all turf and right-of ways should be scheduled so that the grass can be maintained at approximately the same heights, insofar as personnel and available equipment will permit. Frequency of mowing will depend upon the rapidity of growth of grass.

General guidelines on mowing frequency can be used; however, frequency is best determined by the amount of growth since the last clipping rather than the number of days that have elapsed.

3021 St. Augustine

The following "Rule of Thumb" is a practical guide for mowing frequency: Mow often enough so that not more than ¼ to 1/3 of the total turf leaf surface is removed at a given mowing. An example may help clarify this guideline. If it is desirable to maintain St. Augustine lawn at a

height of 2 inches, it should be mowed at least by the time it reaches a height of 3 inches. Mowing at this time will remove 1 inch of foliage or about 1/3 of the leaf surface. Another way to think of this rule of thumb is to LEAVE TWICE AS MUCH LEAF SURFACE AS YOU REMOVE AT ANY SINGLE MOWING. Removal of larger amounts of foliage would result in severe damage to the plants and greatly reduce the food-making capability.

3022 Bermuda Grass

Bermuda grasses will require mowing 3-7 days during the growing season. If a putting green is being maintained, mowing will be necessary every day or every other day. Maintain a height a 3/16 -1/4 inches for a lawn putting green and a maximum height of ½-1 inch for a high quality lawn. Special reel mowers are needed to maintain Bermuda grass.

3023 Bahia Grass

Correct mowing; both height and frequency of cut, are necessary to keep the lawn in an attractive appearance. Bahia grass fertilized once or twice per year should be mowed every 7-10 days depending upon seed head production. Height of cut should be approximately 3 inches. If the optimum fertilization program is followed it may be necessary to mow Bahia every week at a height of 2 1/2 -3 inches. A sharp, heavy duty rotary mower is necessary to cut Bahia grass. Bahia is so tough that the mower will have to be sharpened frequently, otherwise the cut will be ragged and the lawn will take on a dull, gray color and have a very poor appearance.

Grass areas adjacent to roads, walks or other paved areas are to be edged often enough to avoid encroachment by the grass and to provide a neat appearance.

All grassed areas within the Park and Recreation Department are to be maintained by employees of roving crews assigned to such facilities.

3030 Spraying

3031 Weed Control

All applications of restricted weed control chemicals will be made by department employees or contractual persons who are certified pesticide operators, under the supervision of a qualified certified landscape supervisor.

All weed control operations, and handling and storage of pesticide materials will be handled in accordance with the State of Florida Safe Practice Standards for Pesticide.

3032 Insect and Disease Control

All applications of insect and disease control chemicals will be made by departmental employees or contracted persons who are certified pesticide operators. All insect and disease control operations and handling of storage of chemical will be handled in accordance with the State of Florida Restricted Use Rules and Laws.

3040 Fertilizer

The frequency, type, and amount of fertilizing of all plants and managed turf on property supervised by The Park and Recreation Department, will be generally accomplished in accor-

dance with an established annual fertilizing schedule for each area. A change in color of turf from rich green to a brownish green generally indicates a deficiency in water or plant food. A simple check with an auger will indicate whether the deficiency results from water. A soil test by The Dade County Agriculture Extension Office or an approved vendor can determine specific fertilizer requirements. Commercial fertilizer should be stored in weather-tight, dry buildings. If stored in buildings with concrete floors, lay thing timers with boards before storing the fertilizer. Fertilizer should be purchased in not more than 50 pound water proof bags. Store fertilizers away from metal products subject to rapid oxidation or corrosion when in contact with such chemicals.

3041 Rates and Frequency of Fertilizer Application

Most fertilizers are applied at a rate determined by the type and amount of nitrogen present in the material. Nitrogen is the nutrient most used by the grass and often is the material that burns the lawn if applied at excessive rates.

An almost universal recommendation for turf grass is to apply one pound of actual nitrogen per 1000 square feet of lawn, if the nitrogen is a chemical, water soluble source. If most (greater than 50%) of the nitrogen in the fertilizer is water soluble (organic nitrogen), then the rate may be 2 or more pounds of actual nitrogen per 1,000 square feet. The pounds of actual nitrogen in every fertilizer can be determined by dividing the percent nitrogen listed on the label into 100. For example, in applying soluble nitrogen from ammonium sulfate, divide by 29% (the N content of ammonium sulfate) into 100 to find out the number of pounds of fertilizer that will supply 1 pound of N. Since 100 divided by 20 equals 5, apply 5 pound of ammonium sulfate per 1,000 square feet of lawn. If applying nitrogen in a 1-64-8 fertilizer and the nitrogen in the product is all slow release organic nitrogen. One could apply 2 pound of actual 16 (16 is the percent N in the fertilizer). The answer is about 8, so 12 pounds of the 16-4-8 would supply 2 pounds of nitrogen.

Note: N-Nitrogen.

See chart "Fertilization Schedule" on the next page

SUGGESTED FERTILIZER SCHEDULE

PROVIDED BY THE FLORIDA COOPERATION EXTENSION SERVICE

BERMUDA GRASS LAWNS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
COMPLETE FERTILIZER (i.e. 16-4-8, 10-10-10, 8-8-8, 6-6-6, or others)		X	X	X								
AMMONIUM NITRATE OR **AMMONIUM SULFATE**		X	X	X	X	X	X	X				
ORGANIC NITROGEN (i.e. sewage sludge urea form/others)		X	X									

ST. AUGUSTINE GRASS LAWNS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
COMPLETE FERTILIZER (i.e. 16-4-8, 10-10-10, 8-8-8, 6-6-6, or others)		X								X		
AMMONIUM NITRATE OR **AMMONIUM SULFATE**			X		X						X	X
ORGANIC NITROGEN (i.e. sewage sludge urea form/others)						X		X				

BAHIA GRASS LAWNS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
COMPLETE FERTILIZER (i.e. 16-4-8, 10-10-10, 8-8-8, 6-6-6, or others)		X					X		X			
AMMONIUM NITRATE OR **AMMONIUM SULFATE**			X		X					X		
ORGANIC NITROGEN (i.e. sewage sludge urea form/others)												

3050 Watering

"When and "How Much" to water depends upon the type of grass and soil, frequency of rain, or moisture content of soil. Water should be applied early enough in the morning, preferably on days when park visitation is at a minimum, to keep the soil moist for a depth of six inches. Periodic checks should be made to determine moisture content of the soil in turf areas. Do not give grass frequent light watering. This will develop a shallow root system that will easily be killed during drought. Lay down at least one (1) inch of water measured by setting out a pie tin or coffee can under the sprinkler pattern.

When adjustable sprinklers are used in parkways or planting areas adjacent to streets, keep them adjusted, taking wind into account so they will not splash into the street, as this creates a traffic hazard. Even using caution, it will at times be impossible to keep the water out of the streets. When such is the case, an approved portable sign should be placed sufficiently ahead of the area to warn approaching vehicles of the wet pavement.

4000 Trees and Shrubbery

4010 Removal of Nuts and Stumps

All pruning and topping of trees and shrubs will be done by trained employees. Any nuts, limbs or trees which can be removed by hand saw or pole saw are to be handled by employees at the facility where such trees or shrubbery are located. Tree work requiring the use of special equipment will be performed by the district tree crew.

After pruning or removing diseased plants or trees, disinfect saws and pruning tools with approved disinfectant chemicals before working on other trees or plants.

Limbs which obstruct pedestrian, animal or vehicular traffic along established walks, paths trails or roadways must be trimmed to remove obstructions. Likewise, dead or dying trees, limbs or shrubbery should be cut as soon after discovery as can be scheduled.

Palm fronds which have turned brown and coconuts (before they mature) are to be removed from all palms in use areas on a regular schedule. Dead or dying trees or limbs in use areas are to be trimmed or cut to maintain an attractive appearance and to eliminate hazardous conditions. Pruning or topping of trees or shrubbery will be done so that, insofar as can be accomplished, the characteristic shape and appearance of the species will be maintained.

Limbs too heavy to hold in place until severed from the tree should first be cut on the underside of the limb approximately one foot away from the tree or limb from which the limb is to be removed. When the saw begins to bind, remove the saw and make a second cut on the top side of the limb one inch further away from the tree than the bottom cut. After the limb has been severed, the stump should be cut off flush with the trunk or limb. Trunks that are extremely heavy or extremely long should be reduced in length before these final cuts are made.

Except when pedestrian or vehicular traffic requires trimming or where there is potential hazard to private property which is likely to result in damage claims against The County, trees on street right of ways which overhang private property will not be trimmed or removed by park employees, unless approval is granted by the district supervisor. Trees in the public right of

way cannot be removed without a permit from Dade County D.E.R.M or Public Works unless they are dead or diseased.

Pruning of trees or shrubbery within park facilities by utility companies may be undertaken only after a permit has been issued by the department. Park managers are responsible for performing frequent inspections of such pruning to avoid excessive or improper cutting.

Tree stumps are to be removed from park property when they constitute hazards, detract from the general appearance of use areas, or hinder the planting or use of the surrounding areas. Mechanical stump routers will be utilized to the fullest extent to avoid employment of hand labor for this purpose.

4020 Poisonous Vines and Plants

Poisonous vines and trees or shrubbery which has poisonous berries are to be removed from use areas upon discovery.

4030 Spraying

Park Managers, park maintenance supervisors and park attendants are responsible for performing frequent inspections of trees and shrubbery to detect insect or disease infestation. All applications of pesticides and usage of spray equipment for shrubs and tree spraying will be made by certified pesticide operators under the supervision of a certified landscape supervisor.

Fruit trees require more frequent spraying than ornamental trees to avoid

Infestations. During the growing season, more attention should be given to inspection of trees, especially fruit trees and shrubs to detect infestations.

Special attention should be given to trees and shrubbery during the flowering season to determine the correct time to spray.

4040 Fertilizing

Trees and shrubbery should be fertilized often enough to maintain a healthy appearance which is particularly noticeable in the color of foliage. A fertilizing schedule for all designated ornamental trees should be established for all areas.

4050 Watering

Soil should be thoroughly watered when backfilling around transplanted trees or shrubbery to avoid air pockets and to firm the soil around the root structure. Water trees and shrubbery every day or two weeks after setting unless rain provides adequate water to keep the soil thoroughly moist. After the tree or shrub has been set for two weeks, it should be thoroughly watered every third or fourth day, depending upon the type tree and moisture content of soil. This should be continued for three months after trees have been transplanted. Newly transplanted trees should be thoroughly watered once a week during dry weather. Shrubbery is use areas should be watered once a week except in rainy season.

4060 Removal of Trees

Trees on County property are to be pruned or removed to eliminate hazards or potential hazards and diseased specimens. Also trimming or cutting of trees or shrubs on park property may be performed for expansion of service facilities, beautification, replacement by younger stock, or to permit sunlight for vegetation or use areas. Pruning or removal for either of the purpose mentioned in preceding sentence may be supervised by trained landscape supervisor. When removing large trees, they are to be topped before cutting the trunk, unless the whole tree can be felled without damage to other trees or shrubs. Diseased trees which are removed will be buried in the sanitary landfill. Young Australian Pines are to be removed from the median strip and shoulders of causeways semi-annually. No live tree should be removed with out first checking with Dade County D.E.R.M to see if a tree removal permit is necessary.

4070 Root Pruning

Whenever possible the roots of trees and shrubs which are to be transplanted should be pruned not less than two or three months before the tree is removed. The distance from the trunk to the trench varies according to size and type of tree.

See chart "trees-minimum ball sized" on next page

The trenches should be dug deep enough to cut through most of the larger horizontal or semi horizontal roots. Make clean cuts back to solid root wood before filling the trench with good topsoil or peat. Water the tree or shrub thoroughly after refilling the trench and keep the trench moist and fertilized to encourage root growth until the tree is transplanted if water is available from a hose. The diameter of the trench circle should be increased or decreased from the above mentioned figures according to the size of the tree.

Root pruning is often required to control the root system, especially for trees of the ficus variety. The circular trench should be somewhat larger for pruning to control root growth than when the tree is to be transplanted. In some cases, the canopy of the trees may need to be reduced or opened up to keep the tree from blowing over in high winds.

4080 Wrapping of Ball and Transplanting

Trees which are to be transplanted should have the ball wrapped with burlap when the soil around the roots is loose, when the tree is to be kept out of the ground for a period of time, when special care is required for transplanting, or when the new site requires transporting the tree some distance.

Large balls should be wrapped with a double thickness before transporting trees.

If the tree is to be kept out of the ground for more than two hours, water the burlap with a fine sprinkle and keep it moist until the tree is reset. Avoid exposure of the roots to sunshine for more than a short time. Holes for transplanting trees and shrubbery should be wide enough to permit placing the roots in their natural position and to permit easy compaction of soil around the roots. Holes should be dug somewhat deeper than is required for setting the tree or shrub. This will permit placing of fertile topsoil, mulch, or peat in the bottom and removal of rocks which may obstruct root development. In addition, it permits better compaction of soil around the roots. Most trees should be set at the same depth as they were originally.

TREES

MINIMUM BALL SIZES

CALIPER	MINIMUM BALL DIAMETER
1 -1 ½"	16"
1 ½ -1 ¾	20
1 ¾-2	22
2-2 ½	24
2 ½-3 ½	26
3 ½-4	28
4-4 ½	30
4 ½-5	32
5-5 ½	34

LARGER SIZES INCREASE PROPORTIONATELY.

MINIMUM BALL DEPTH

a. Balls with diameter less than 20" depth not less than 75% of diameter
b. Balls with diameter 20-30" depth not less than 65% of diameter.
c. Balls with diameter 30-48" depth not less than 60% of diameter.
d. Larger sizes scale down proportionately.

PALMS — CLUSTER TYPES

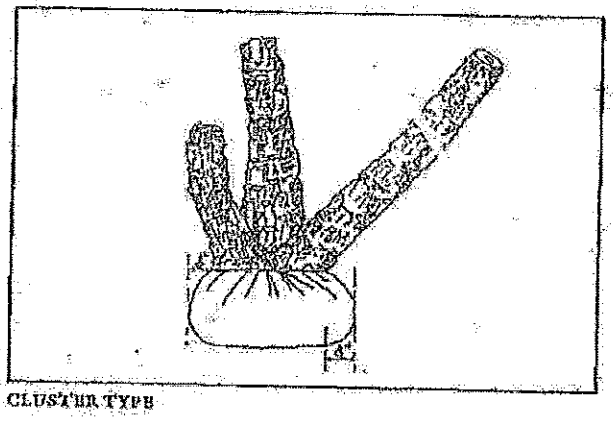
Measured for trunk diameter as in heavy trunk and slender trunk types.

Depth of ball and diameter measured as illustrated.

Minimum ball to extend 8 inches beyond outer trunk.

MINIMUM BALL DEPTH

CLEAR TRUNK	MINIMUM BALL DEPTH
1 to 6 feet	22
7 feet or more	30



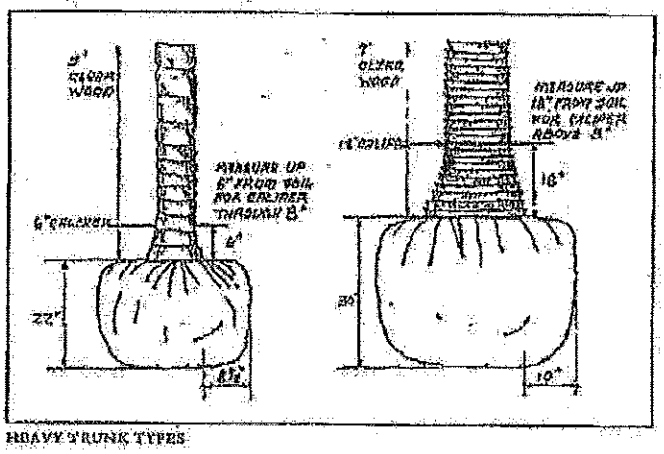
CLUSTER TYPE

Palms — Heavy Trunk Types

MINIMUM BALL SIZE

CALIPER 6" ABOVE GROUND	MEASUREMENTS FROM BASE AT GROUND LEVEL
3	6 ½
4	7
5	7 ½
6	8 ½
7	9 ½
8	10

CALIPER 18" ABOVE GROUND	
9-12	10
13-14	11
15-16	12
17-18	13
19-20	14
21-24	15



HEAVY TRUNK TYPES

*Coconuts all caliper measurements will be taken at a point 6 inches from the ground until palm has 6 inches of wood. Coconuts with more than 6 inches of wood point of measurement shall be 18 inches.

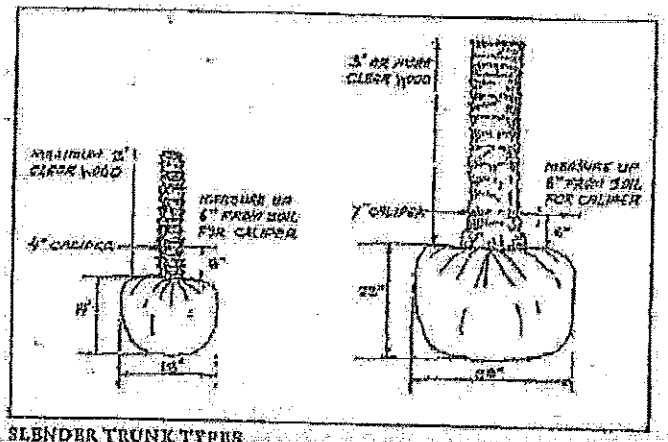
Palms — Slender Trunk Types

MINIMUM BALL SIZES

MAXIMUM 2 FEET CLEAR TRUNK WOOD

CALIPER ABOVE GROUND (IN INCHES)	MEASUREMENTS FROM BASE AT GROUND LEVEL
3	6 ¼
4	7
5	7 ½
6	8
7	8 ½
8	9
9	9 ½
*10	10
Clear trunk wood 2-3 feet or more	30

DEPTH OF BALL	MINIMUM BALL DEPTH
Up to 2 feet clear wood	14
2 feet or more clear wood	22



SLENDER TRUNK TYPES

Caliper is more important consideration than clear wood in determining ball diameter.

4080 Wrapping of Ball and Transplanting (cont'd)

Backfill the hole around the roots with fertile topsoil. Remove larger rocks from the backfill soil. Compact the soil with water as the hole is being filled. Be sure that no air pockets are left in the fill. Use a three (3) or four (4) foot length of ½ or ¾ inch pipe on the base and work it in and out under and round the ball. If adequate water is applied, all air pickets will be filled with soil.

Use one of the soluble types of fertilizer at the time of planting trees and shrubbery. Apply soluble type fertilizer twice after planting at two week intervals. After the plant has been in the ground for approximately six weeks, commercial fertilizer with an organic base should be used.

Three or four 2x4's or 2x6 timbers should be used to brace trees of heights of more than eight feet. These supports should be set at approximately 30 degree angles from the tree and should be left for approximately four months or longer if the tree is large. Braces should be nailed directly into the trunk of the tree. Three or four short lengths of 2x4 should be fastened to the tree with metal bands and the braces should be nailed into the short length of 2x4.

Certain species of trees which have grown large should have the top pruned before or shortly after transplanting. Top pruning for transplanting will be done under the supervision of a trained landscape supervisor.

Many trees, particularly large mangoes, require special treatment when transplanting. Either the trunk or the entire tree, including foliage, may be sprayed with a special wax to retard evaporation.

4090 Painting of Trunks

THE PAINTING OF TREE TRUNKS IS PROHIBITED.

4100 Potted Plants in County Buildings and for Exhibition

All requests for potted plants for County buildings or exhibits will be referred to the landscape P.L.A.N.T. Nursery.

4120 Attaching Signs and Defacing Trees

Nailing or otherwise attaching signs to trees, shrubs or utility poles on park property is prohibited.

The use of climbing spikes on trees, especially coconut trees, is prohibite

Carving or other defacing of trees is prohibited.

5000 Roads, Bridges, Parking Lots and Walks

5010 Roads, Walks, Culverts and Parking Lots

Park Managers and Landscape Supervisors of the various facilities will check all roadways and parking lots as routine procedure to discover potholes and eroded shoulders. Particular attention should be given to paved surfaces and parking lots after storms and during rainy seasons. Upon discovery of holes in pavement or eroded shoulders, work orders will be prepared and forwarded to the Construction/Maintenance section. Area personnel will keep holes filled with temporary gravel patches until permanent repairs are made. Hazardous holes that cannot be filled will be barricaded.

Sidewalks are to be checked frequently by Park Manager and Landscape Supervisors of the various facilities, to discover cracks and irregular surfaces which may cause tripping and ultimate injury to persons. Work orders should be initiated immediately after discovery of defects which may cause injuries.

5020 Signs

There are two general types of signs that are used through out the Park and Recreation areas. Most signs are manufactured, installed and maintained by the Park and Recreation Department. Other signs, such as standard traffic signs are manufactured and purchased from the approved vendor.

It is necessary to edit all wording of sign request in order that the script might fit on the appropriate stock sizes.

To a great degree, the appearance of signs in the Park and Recreation areas reflects on the overall appearance of these areas.

Any new sign that is to be located in a Park and Recreation area, must be approved by the Division Superintendent. Submit a work order with full information as to where the sign will be located, its purpose, and suggested text. Large or unique signs, such as Park Entrance signs, should be designed by The Plans and Designs sections of Planning and Development division by work order request.

Signs that have been approved for installation, and are in place will be maintained by the responsible Park & Recreation area supervisor. This maintenance will include regular inspection and cleaning of the sign face as well as keeping the sign from being obscured by overhanging branches or obstructions. Sign base must be kept free of weed or high grass.

Painted signs should be refinished before weather penetrates the paint seal. A sign paint kit is available through the Sign Shop.

Signs that become unsightly, such as those that may be vandalized, should be immediately removed and refinished as soon as possible.

Traffic signs and other regulatory signs may be obtained through the appropriate vendor.

6000 Marinas, and Navigational Aids

6010 General

Dock masters are to check daily all docks, piers, bulkheads, launching ramps, boat hoists and lifts, stored or moored boats, and safety equipment. If loose or damaged boards or stripings are discovered, the maintenance crew of the respective facilities is to tighten or replace such timbers, provided proper tools are available to these employees to meet repairs. Repairs will be of comparable materials and workmanship as went into the original construction. Protruding nails or spikes on docks or spiles which may endanger the safety of visitors or damage vessels are to be removed or driven in to eliminate the hazardous situation. Wooden pilings, spiles, cross beams; stringers which are broken or must be replaced are to be replaced by work order.

6020 Launching Ramps

Launching Ramps should be inspected for debris and seaweed daily. In addition, such ramps should be checked once a week by area personnel, preferably on Monday, at low tide to a water depth of thirty to thirty-six inches to discover holes which may exist. Holes in ramps below the low tide water level are to be filled with crushed stones and leveled.

6030 Mooring Lines

The Dock master should recommend to the boat owner that (s)he replace such lines when the strength has been substantially reduced because of deterioration, wear, or damage.

6040 Fish Racks

Fish racks will be painted often enough to provide an attractive display for photographing of fish. These racks will be kept in a clean and orderly condition at all times.

6050 Boat Hoists and Lifts

ONLY AUTHORIZED PERSONNEL SHALL OPERATE BOAT HOISTS.

Operators of boat hoists and lifts should examine cables and other parts subject to excessive wear or strain each time such equipment is used. Lifting cables and cable bridles having wires in the cable will be dead lined and replaced. Replacement of cables is to be performed by issuance of work orders. Boat hoists are to be lubricated once a month or more frequently if it receives heavy usage.

Overhead rails supporting hoists should be greased with an approved lubricant monthly during hot weather and as often as is necessary at other times of the year. Operators are responsible for lubricating hoists, lifts, and dry dock equipment, including trolleys and cables.

Avoid excessive applications of lubricants. Do not get grease or oil on boats being handled at hoists or lifts.

Vessels weighing over 70000 pounds or having lengths of more than 20 feet are not to be lifted at the Crandon Marina hoist. Vessels weighing over 6000 pounds, or exceeding 25 feet, are not to be lifted at the Homestead Marina hoist. Boats exceeding ten tons in weight, or 30 feet, WILL NOT be lifted by the Homestead Marina boat lift.

Controls of hoists and lifts shall be operated in such a manner that excessive wear or damage to electrical or other equipment will not result. Trolleys of boat hoist will be towed in such a way that there will be no damage by bumping.

6060 Bulkheads

An immediate work order will be issued if there is a caving in of earth or cracking of pavement indicating soil is being washed from behind any bulkheads. Such areas are to be fenced or roped off upon discovery and visitors will not be permitted in the area until restoration has been completed.

6070 Abandoned Fuel Cans, Etc.

When on inspection and at other times during the day, the Dock master will be aware of dangers involved in and detraction effect of abandoned oily rags, refuse, and empty or partly filled fuel or oil cans which are left on piers, parking areas, and boat service areas. Such items are to be collected and stored or disposed of upon discovery.

6080 Piers

All electrical cords and water hoses of boat owners that cross the pier deck are hazardous and are to be disconnected and removed from pedestrian traffic areas. "All electric usage shall be limited to reasonable consumption and should be reduced to minimum levels when the vessel is occupied. Water supply hoses of unattended vessels shall be disconnected at the dock and store aboard." Private, charter fishing, or sightseeing boats mooring, docking, anchoring, or otherwise occupying space at County owned marinas will comply with established rules and regulations which are incorporated in appropriate Pier Dockage Permit Agreement.

6090 Signs

The only commercial signs which may be posted in Marinas by private persons or firms are "For Sale" signs which may be attached to boats docked at County Marinas. "FOR SALE" signs not to exceed one foot (1) square may be displayed.

6100 Bait Tanks

Frequent daily checks of bait tanks should be made to see that water control and proper circulation of water is being maintained. Repairs to the live bait tanks will be made by issuance of a work order.

6110 Lights and Navigational Aids

Dock masters and watchmen will observe navigation lights, flood lights and night lights daily and report any which do not burn. Replacement of light bulbs will be made by the maintenance repairman. Repairs will be made by issuance of a work order. If a report is received that channel markers have been damaged, are out of place, or have disappeared, the Park

Manager is to be notified. (S) he will investigate the report and take remedial action, and will notify the Coast Guard immediately.

Waste oil disposal drums will be emptied once a month or more often as necessary, disposal shall be in an approved dump, minimizing fire hazard and hazard to vegetation.

Waste oil disposal containers will be inspected daily and removed as necessary. Waste oil filters should be disposed of according to D.E.R.M. Marina Facility Best Management Practices.

WASTE OIL: This includes waste engine oil, transmission fluid, hydraulic oil, gear oil. Waste oil must be stored in a non-leaking container clearly marked "waste oil" on an impermeable surface, and covered in a manner that will prevent rain water from entering the container. Oil spills must be prevented from leaving the area by means of a berm pr retaining structure. Waste oil must be removed from the site by a permitted waste oil transporter and receipts retained for inspection.

OIL FILTERS: These must be drained before disposal by placing the filter in a funnel over the waste oil collection container so as to allow the excess petroleum product to drain into the container. The drained filters must be stored, whole or crushed, in a D.O.T. approved container and held for pick-up. A permitted waste oil filter transporter and receipts must be retained for inspection. Gasoline and diesel filters must also be drained (they can be drained into the waste oil container) and can then be disposed of in the same waste filter container. Facilities have the option to crush filters after draining in order to reduce waste volume, and to dispose of them as solid waste if a profile testing establishes that the residue remaining in the filters is non-hazardous.

7000 Other Maintenance

7010 Hurricane Boxes

Hurricane boxes will be equipped with tools and equipment which are listed in the Department Hurricane Manual.

Hurricane boxes are to be painted red and conspicuously marked "HURRICANE BOXES". The box will be looked and stored in secure buildings at locations designated in the Department Hurricane Manual. Equipment of hurricane boxes will be used only in case of emergency.

All metal items are to be coated with oil or other rust inhibiting material. Annually, only stored rope should be replaced with new material, and the old rope replaced in use by work crews.

7020 Storm Shutters

During the month of May, all storm shutters are to be removed from storage, checked for defects, and installed on the respective facilities for which they are made. All bolts and nuts are to be lubricated and tightened to discover stripped threads or defects. Missing bolts, nuts shutters, or supporting units are to be replaced at the earliest feasible time after discovery. After checking and installing the shutters, they are to be removed and stored in an orderly manner as close to the buildings or facilities on which they are to be soon as space is available

The respective Park Managers are responsible for checking and maintaining hurricane boxes and issuance of work orders for repairing storm shutters.

MIAMI-DADE COUNTY, FLORIDA

Impact Fee Processing No. PKIF _____

PARK IMPACT FEE CALCULATION FORM

MIAMI-DADE COUNTY

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

Lennar Homes, LLC Feepayer	700 NW 107 Avenue, Suite 400 Miami, FL 33172 Address	305.559.1951 Telephone Number
590177506 Social Security No. or Taxpayer I.D. No.		Permit Process Number
3 Benefit District	30-6024-002-4060 Folio Number	Resolution No. Z-24-03 Permit Number
Between SW 232 and SW 248 Street and SW 112 and SW 119 Avenue Site Address	Building Type of Permit	To be determined Contractor
Residential Existing Use	-N/A- ITE Number	Residential Proposed Use

1. Legal description See Exhibit "A"

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

4-25-12

Signature of Feepayer — Date

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

PARK LAND CODE	LAND USE CATEGORY	UNITS		FEE/UNIT		TOTAL
4100	Single Family Detached					
	1. Open Space	594	X	$ 612.7047	Equals	$363,946.59
	2. Improvement	N/A	X	$N/A	Equals	$N/A
4200	Single Family Attached					
	3. Open Space	927	X	$ 545.0165	Equals	$505,229.30
	4. Improvement	N/A	X	$ N/A	Equals	$N/A
4300	Multi-Family					
	5. Open Space	0	X	$	Equals	$
	6. Improvement	0	X	$	Equals	$

A. Sub. (Total of lines 1 through 6 above)	$869,175.95
B. 5% Administrative fee (x .05 of line A)	$N/A
C. Total (Lines A & B)	$869,175.95

FOR OFFICIAL USE ONLY

GN 5/3 Approved by: Director, Park and Recreation Department — Date 5/1/12

#10657709_v1

MIAMI-DADE COUNTY, FLORIDA

Credit Application No. PKCR _____
Impact Fee Processing No. PKIF _____

PUBLIC PARK OPEN SPACE DETERMINATION FORM

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

Lennar Homes, LLC Feepayer	700 NW 107 Avenue, Suite 400 Miami, FL 33172 Address	305.559.1951 Telephone Number
590711505 Social Security No. or Taxpayer I.D. No.		Permit Process Number
3 Benefit District	30-6924-002-4060 Folio Number	Resolution No. Z-24-03 Permit Number
Between SW 232 and SW 248 Street and SW 112 and SW 119 Avenue Site Address	Building Type of Permit	Contractor
Residential Existing Use	N/A ITE Number	Residential Proposed Use

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

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

   Area _____ sq. ft. = 291.8± Acres

2. Legal description and area of parcel for which the credit is to be applied.
   Tracts D and E of the plat of SILVER PALMS WEST, according to the plat thereof, recorded in Plat Book 166, at Page 31, of the Public Records of Miami-Dade County, Florida.

   Area _____ sq. ft. = 8.13± Acres

3.	Total amount of public open space required for the parent tract.....	13.07± acres
4.	Total amount of public open space provided for the parent tract.....	13.23± acres
5.	Percentage of required open space provided (Line 4/Line 3)	101.22 %
6.	Park Open Space fee per Dwelling Unit (see Fee Schedule).....	$ 612.7047 / 545.0155
7.	Percentage of required open space NOT provided	0%
8.	Balance of Open Space Fee Required (line 6 x line 7)	$ 0

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

Signed: _____ Feepayer

Date: 11/3/2011

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

FOR OFFICIAL USE ONLY

GD 5/3 Approved by: _____ Director, Park and Recreation Department 3/4/12 Date

#10651810_v1

MIAMI-DADE COUNTY, FLORIDA

Credit Application No. PKCR _____

PARK CREDIT APPLICATION AND APPROVAL FORM

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

Lennar Homes, LLC	700 NW 107 Avenue,, Suite 400 Miami , FL 33172	305.559.1951
Feepayer	Address	Telephone Number

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

3
Benefit District

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

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

See Exhibit "A"

Area _____ = 291.8±
sq. ft. Acres

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

Tracts D and E of the plat of SILVER PALMS WEST, according to the plat thereof, recorded in Plat Book 166, at Page 31, of the Public Records of Miami-Dade County, Florida.

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

N/A

4. Amount of credit claimed by applicant for park land dedication* 531,935.68**
5. Amount of credit claimed by applicant for park improvements* ..... $ N/A

TOTAL CREDIT AMOUNT ..... $ 531,935.68**

* Attach copy of applicable Credit Determination Form(s)
**** Based on the dedication of 2 of 7 sites (61.2% of the total credit for dedication of all 7 sites.)**
The applicant hereby certifies that all information shown on this form and the attachments are true and correct to the best of his knowledge and belief.

Signed: _____
Applicant

Date: 11/3/2011

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

FOR OFFICIAL USE ONLY

GN 5/3 Approved by: _____ Director, Park and Recreation Department 5/4/12 Date

#10651790_v1

MIAMI-DADE COUNTY, FLORIDA

Credit Application No. PKCR _____
Credit Application No. PKCR _____ Open Space
Credit Application No. PKCR _____ Improvement
Impact Fee Processing No. PKIF _____

PARK CREDIT ALLOCATION FORM

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

Lennar Homes, LLC Feepayer	700 NW 107 Avenue Miami, FL 33172 Address	305.559.1951 Telephone Number
590711505 Social Security No. or Taxpayer I.D. No.		Permit Process Number
3 Benefit District	30-6124-002-4060 Folio Number	Resolution No. Z-24-03 Permit Number
Between SW 232 and SW 248 Street and SW 112 and SW 119 Avenue Site Address	Building Type of Permit	Contractor
Residential Existing Use	N/A ITE Number	Residential Proposed Use

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

1. Legal description and area of parent tract for which credits were approved by the Director.
   See Exhibit "A"
   Area _____ Sq. ft. = 291.8 ± Acres

2. Legal description and area of parcel for which the credit is to be applied.
   See Exhibit "B"
   Area _____ Sq. ft. = 8.13± Acres

3. Total number of dwelling units in parent tract ..... 1521 DU's
4. Total number of prior building permits approved in parent tract ..... 640 DU's
5. Remaining Building permits to be obtained in parent tract (Line 3 - Line 4)..... 881 DU's
6. Number of dwelling units to be applied to this Park Credit Allocation ..... 881 DU's
7. Balance of Park Open Space Fee Required as approved by the Director ..... $ 0
   (Enter amount shown on Line 8 of Credit Determination Form F3 or F5)*
8. Balance of Park Improvement Fee Required as approved by the Director ..... $ N/A
   (Enter amount shown on Line 8 of Credit Determination Form F4 or F6)*
9. Remaining number of dwelling units in parent tract to receive credit allocation.. 881 DU's
   (Line 5 - Line 6)

* Attach copy of applicable Credit Determination Form(s)

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

Signed: _____
Applicant

Date: 11/2/2011

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

FOR OFFICIAL USE ONLY

GN 5/3 Approved by: _____ Director, Park and Recreation Department — Date 5/4/12

#10651955_v1

MIAMI-DADE COUNTY, FLORIDA

Contribution I/L/O Application No. PKCR _____
Impact Fee Processing No. PKIF _____

APPLICATION FOR PUBLIC PARK CONTRIBUTION IN-LIEU-OF FEE, REFUND AND APPROVAL

MIAMI-DADE COUNTY

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

Applicant(Parent Tract Owner)	Address	Telephone Number
Lennar Homes, LLC	700 NW 107 Avenue, Suite 400, Miami, FL 33172	305.559.1951

Social Security No. or Taxpayer I.D. No.
590711606

Pursuant to Section 15 of the Miami-Dade County Park Impact Fee Ordinance No. 60-13 and Section XIV of the Miami-Dade Park Impact fee Manual, the undersigned (hereinafter referred to as applicant) does hereby submit an application for contributions in-lieu-of fee (hereinafter referred to as contributions) for public park contribution in lieu of required fees.

1. Legal description and area of parent tract for which public park contributions are proposed.

See Exhibit "A"

Area _____ sq.ft. = 291.8± Acres

2. Legal description, area and platting information of proposed park land dedication for which contributions are being claimed (if applicable).

Tracts D and E of the plat of SILVER PALM WEST, according to the plat thereof, recorded in Plat Book 166, at Page 31, of the Public Records of Miami-Dade County, Florida.

Area _____ sq.ft. = 8.0± Acres

3. Description of construction cost, and location of park improvements for which contributions are being proposed.

N/A

4.	Amount of Contribution proposed by applicant	
	a. Public park land dedication	8.13± Net AC
	b. Amount of park open space required for parent tract	13.07± Net AC
5.	Amount of contribution proposed by applicant	
	a. Public park improvements - value	$ N/A
	b. Amount of park improvement fee for parent tract	$ N/A
6.	Amount of refund claimed by applicant for contributions exceeding park improvement fee (5b above)	$ N/A
7.	Amount of public park land contribution approved by Park and Recreation Director	8.0± Net AC
8.	Amount of public park improvements approved by Park and Recreation Director	$
9.	Amount of refunds approve by Park and Recreation Director	$
10.	Name of party designated to receive refund	

LENNAR HOMES, LLC — 11/5/2011

Name (please print) — Signature — Date

Note: Separate agreement required if name is different from applicant.

#10651866_v1

The applicant as owner of the aforedescribed parent tract, hereby certifies that all information shown on this form and the attachments are true and correct to the best of his knowledge and belief.

IN WITNESS WHEREOF, the Feepayer has executed these presents this 3 day of November, 2011.

WHEN THE FEEPAYER IS AN INDIVIDUAL OR PARTNERSHIP

Signed, Sealed and Delivered in the presence of: (Feepayer(s)
(Witnesses)

_____ _____(SEAL)

_____

_____ _____(SEAL)

_____

_____ _____(SEAL)

_____

Name of Partnership, if applicable _____

WHEN THE FEEPAYER IS A CORPORATION

ATTEST:

_____

_____

LENNAR HOMES, LLC
a Florida limited liability corporation

BY: _____
Carlos Gonzalez
Vice President

(Affix Corporate Seal)

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

FOR OFFICIAL USE ONLY

GW
5/3

Approved by: Director, Park and Recreation Department 5/4/12 Date

#10651866_v1

AFFIDAVIT

If Individual, Partnership or Corporation

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this 3 day of November, 2011, before me personally appeared Carlos Gonzalez, to me known to be the persons who signed the foregoing application and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned. WITNESS my signature and official seal at Miami Dade in the County of Miami-Dade and State of Florida the day and year last aforesaid.

WITNESS my signature and official seal at Miami Dade in the County of Miami-Dade, and State of Florida, the day and year last aforesaid.

(NOTARY PUBLIC SEAL)

Notary Public, State of Florida at Large

My Commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
Luis Javier Dominguez
Commission # DD887485
Expires: JULY 31, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this 3 day of November 2011, before me personally appeared **Carlos Gonzalez** known by me to be **Vice President** of **Lennar Homes, LLC**, a limited liability corporation organized under the laws of the State of Florida, to me known to be the person who signed the foregoing application and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned and that they affirmed thereto the official seal and said Corporation, and that the said instrument is the act and deed of said Corporation.

WITNESS my signature and official seal at Miami Dade in the County of Miami Dade, and State of Florida the day and year last aforesaid.

(NOTARY PUBLIC SEAL)

Notary Public, State of Florida at Large

My Commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
Luis Javier Dominguez
Commission # DD887485
Expires: JULY 31, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

#10651866_v1

EXHIBIT A
LEGAL DESCRIPTION OF PARENT TRACT

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

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

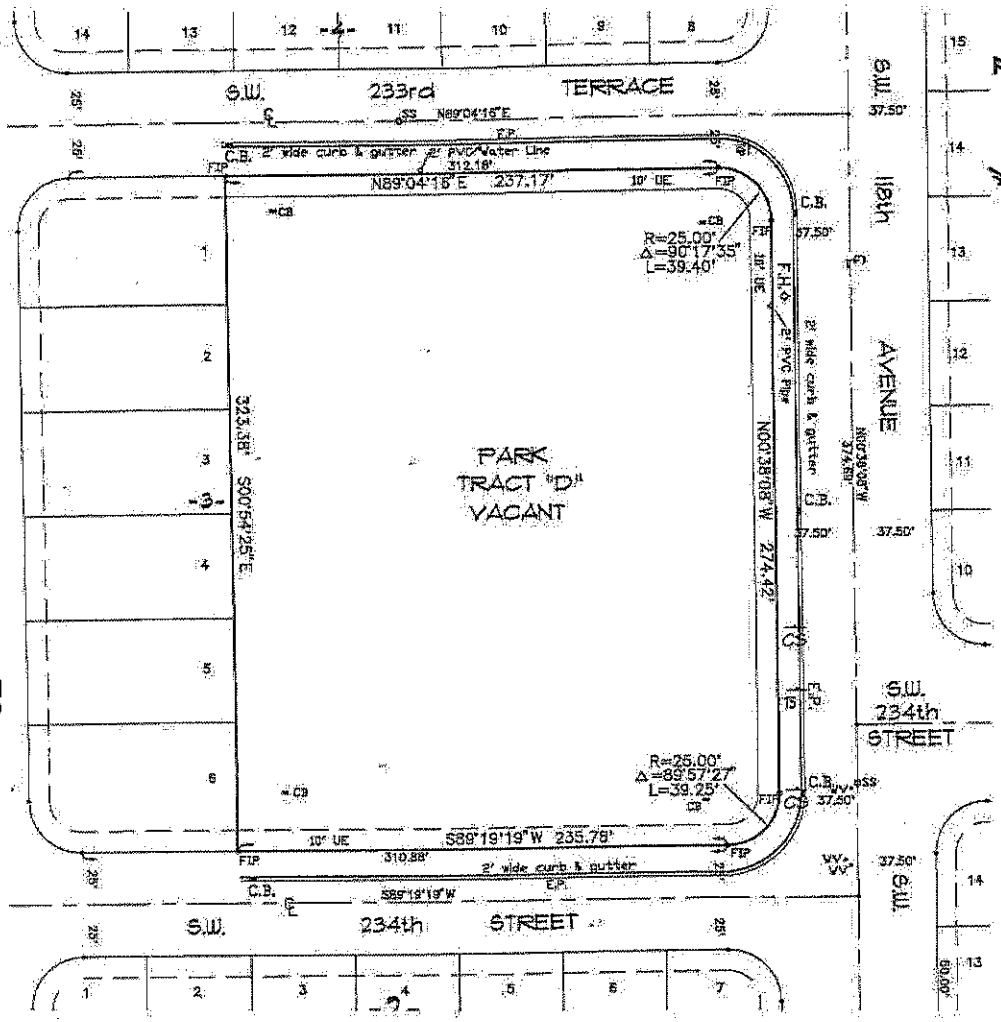
Silver Palms East Section Three, according to plat thereof, recorded in Plat Book 165, Page 27 in the Public Records of Miami-Dade County, Florida.

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

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

Exhibit B
Legal Description of Dedicated Park Sites

1. Tracts D and E of Silver Palm West, according to the Plat thereof, recorded in Plat Book 166, Page 31, of the Public Records of Miami-Dade County, Florida.



SKETCH OF BOUNDARY SURVEY

SCALE: 1" = 60'

ABBREVIATIONS

℄	= Center Line	F.H.	= Fire Hydrant
CB	= Catch Basin	MH	= Manhole
CONC.	= Concrete	PRM	= Permanent Reference Monument
C.S.	= Crossing Sign	TS	= Traffic Sign
E.P.	= Edge of Pavement	U.E.	= Utility Easement
W	= With	R	= Radius
P.V.C.	= Plastic Pipe	Δ	= Delta
FIP	= Found Iron Pipe W/ Cap #LB64	L	= Arc

NOTES:

1. The legal descriptions were furnished by the client.
2. The bearings are based on an assumed direction of N00°36'32"W along the East line of the NE ¼ of Section 24, Township 56 South, Range 39E East, Miami-Dade County, Florida.
3. The subject property contains 84,455 square feet (1.9388 acres), more or less.
4. The Miami-Dade County Flood Criteria is elevation 5.5 feet, as shown on the AMENDED PLAT OF FLOOD CRITERIA MAP, according to the plat thereof recorded in Plat Book 120, at Page 13, of the Public Records of Miami-Dade County, Florida.
5. The Federal Flood Hazard Classification is Zone AE, Base Flood Elevation is 7 feet, as shown on the Federal Emergency Management Agency, National Flood Insurance Program, Flood Insurance Rate Map, Community No. 120635, Panel 0356, Suffix L, Map Revised September 11, 2010.
6. This survey is not valid without the signature and original raised seal of a Florida Professional Surveyor & Mapper.

LEGAL DESCRIPTION:

TRACT "D" of SILVER PALM WEST, according to the plat thereof, as recorded in Plat Book 166, at Page 31 of the Public Records of Miami-Dade County, Florida.

Folio #
30-6924-002-4060

CERTIFICATE:

We hereby certify that the attached SKETCH OF BOUNDARY SURVEY was prepared under our direction and complies with the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors & Mappers in Chapter 5J17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

BISCAYNE ENGINEERING COMPANY, INC.

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

By: _____

Robin D. Tedgarden, Jr.
Professional Surveyor
& Mapper LS2354
State of Florida

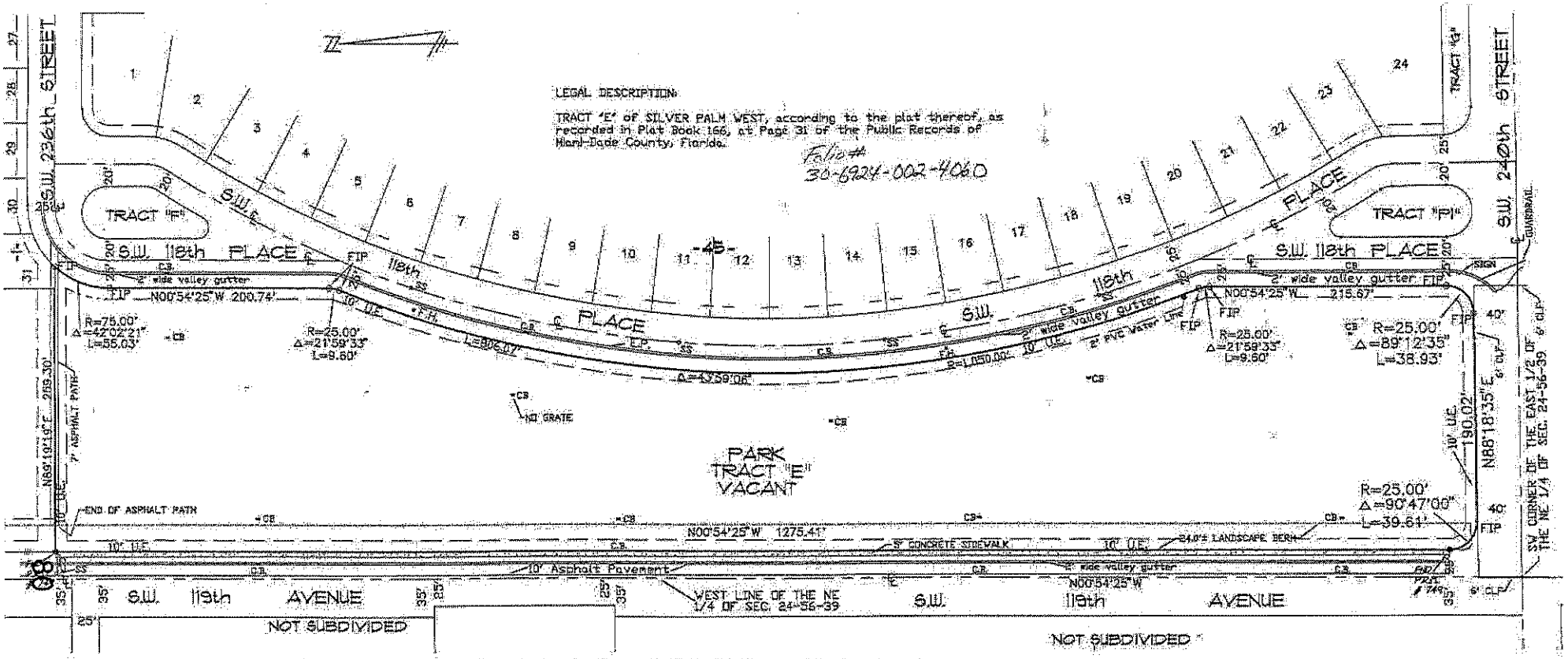
Prepared by:
Biscayne Engineering Company, Inc.
Certificates of Authorization
Numbers EB129 & LB129
629 W. Flagler Street
Miami, Florida 33130
Phone (305) 324-7671

2104-SS-25

LEGAL DESCRIPTION:

TRACT "E" of SILVER PALM WEST, according to the plat thereof, as recorded in Plat Book 166, at Page 31 of the Public Records of Miami-Dade County, Florida.

Folio # 30-6924-002-4060



SKETCH OF BOUNDARY SURVEY

SCALE: 1"=90'

NOTES:

1. The legal descriptions were furnished by the client.
2. The bearings are based on an assumed direction of N00°36'32"W along the East line of the NE ¼ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.
3. The subject property contains 269,908 square feet (6.1962 acres), more or less.
4. The Miami-Dade County Flood Criteria is elevation 5.5 feet, as shown on the AMENDED PLAT OF FLOOD CRITERIA MAP, according to the plat thereof recorded in Plat Book 120, at Page 13, of the Public Records of Miami-Dade County, Florida.
5. The Federal Flood Hazard Classification is Zone AE, Base Flood Elevation is 7 feet, as shown on the Federal Emergency Management Agency, National Flood Insurance Program, Flood Insurance Rate Map, Community No. 120635, Panel 0592, Suffix L, Map Revised September 11, 2010.
6. This survey is not valid without the signature and original raised seal of a Florida Professional Surveyor & Mapper.

ABBREVIATIONS

℄	=	Center Line
CB	=	Drainage Catch Basin
CONC.	=	Concrete
SS	=	Sewer Manhole
CLF	=	Chain Link Fence
F.H.	=	Fire Hydrant
FND	=	Found
MH	=	Manhole
PRM	=	Permanent Reference Monument
TS	=	Traffic Sign
U.E.	=	Utility Easement
W/	=	With
R	=	Radius
Δ	=	Delta
L	=	ARC
FIP	=	Found Iron Pipe W/ Cap LB64

CERTIFICATE:

We hereby certify that the attached SKETCH OF BOUNDARY SURVEY was prepared under our direction and complies with the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors & Mappers in Chapter 5J17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

BISCAYNE ENGINEERING COMPANY, INC.

Prepared for:
LENNAR HOMES INC.
Job No. 08-79121
March 19, 2010

By: _____

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

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

2105-SS-01

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

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

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

DATE: October 4, 2011

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

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

Resolution No. R-773-11

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

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: October 4, 2011

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

From: Carlos A. Gimenez
Mayor

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

RECOMMENDATION

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

OWNER:	Palm Glades Community Development District, a political subdivision of the State of Florida Mercedes Henderson, Chair Rich Hans, Secretary
TAX FOLIO NUMBERS:	30-6019-012-1480 Tract "C" Silver Palm East Section One 30-6019-014-3400 Tract "G2" Silver Palm East Section Three 30-6019-015-2870 Tract "L3" and "S3" Silver Palm East Section Four 30-6924-002-4060 Tract "C" Silver Palm West
SIZE:	Approximately 5.07 acres of vacant land.
LOCATION:	The properties are located within the boundaries of S.W. 232 Street to the North, S.W. 112 Avenue to the East, S.W. 119 Avenue to the West and by S.W. 242 Street to the South, Unincorporated Miami-Dade County.
COMMISSION DISTRICT:	8
COMMISSION DISTRICT: IMPACTED:	8
ZONING:	RU-1MA- Modified Single-Family Residential District 5,000 square foot net, is the zoning description for folio numbers

1A

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

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

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

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

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

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

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

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

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

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

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

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

properties are currently in suitable condition for mowing and maintenance.

FISCAL IMPACT/ FUNDING SOURCES:

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

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

MONITOR: Shannon Clark, Real Estate Officer

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

Director
General Services Administration

MEMORANDUM
(Revised)

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

DATE: October 4, 2011

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

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

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

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

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

__✓__ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

5

Approved _____ Mayor
Veto _____
Override _____

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

RESOLUTION NO. R-773-11

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

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

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

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

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

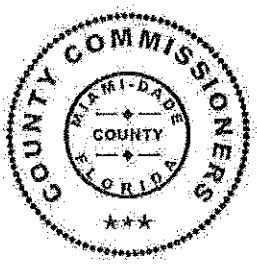
Section 3. Pursuant to Resolution No. R-974-09, the Board directs the Mayor or the Mayor's designee to record the instruments of conveyance accepted herein in the Public Records

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

The foregoing resolution was offered by Commissioner Rebeca Sosa who moved its adoption. The motion was seconded by Commissioner Jean Monestime and upon being put to a vote, the vote was as follows:

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

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



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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

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

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

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

IMPACT FEE SCHEDULE[1,2]

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

This Instrument Prepared by:
Gerald L. Knight, Esquire
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, FL 3301

USER DEPARTMENT: PARK & RECREATION
Property Appraiser's Folio Nos.:
30-6019-012-1480 – Tract C (Silver Palm East)
30-6019-014-3400 – Tract G2
30-6019-015-2870 – Tracts L3 and S3
Portion of 30-6924-002-4060 – Tract C (Silver Palm West)

SPECIAL WARRANTY DEED

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

WITNESSETH:

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

See **Exhibit A** attached hereto and made a part hereof

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

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

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

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

WITNESSES:

Print Name: Sandy Chen

Print Name: Angel Rodriguez

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

By: _____

Print Name: Maria Carolina Herrera

Title: Chairman

STATE OF FLORIDA)
)
COUNTY OF Miami-Dade)

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

_____
NOTARY PUBLIC, State of Florida at Large

My commission expires:

LUIS HERNANDEZ
MY COMMISSION # DD 794302
EXPIRES: October 3, 2012
Bonded Thru Notary Public Underwriters

Print name: _____

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

EXHIBIT "A"

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

And

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

And

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

And

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

RESOLUTION NO. 2011-01

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

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

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

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

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

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

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

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

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

C. **Tracts L3 and S3 of Silver Palm East Section Four**, according to the

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

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

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

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

PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

Secretary

Chair

S:/61204267/Resolutions/2011-01 (Conveyance of Park Tracts).doc

MAINTENANCE AGREEMENT

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

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

and

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

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

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

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

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

Section 1. Recitals and Findings.

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

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

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

Section 2. Term.

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

Section 3. Maintenance Requirements.

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

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

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

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

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

Section 4. Additional Improvements.

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

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

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

Section 5. Contractual Services.

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

Section 6. Indemnification.

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

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

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

Section 7. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8. Termination.

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

Section 9. Severability.

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

Section 10. Assignment.

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

Section 11. Governing Law and Venue.

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

Section 12. Construction of Agreement.

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

Section 13. Entire Agreement, No Oral Modification.

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

Section 14. Conflict of Interest.

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

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

Section 15. Notices.

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

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

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

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

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

Section 16. No Waiver.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

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

By: _____
Mayor

_____
Clerk

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

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

[SEAL]

_____
Notary Public
Commission:

PALM GLADES COMMUNITY
DEVELOPMENT DISTRICT

Attest:

Secretary/Assistant Secretary

By: Chairman

10 day of January, 2011

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

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

[SEAL]

LUIS HERNANDEZ
MY COMMISSION # DD 704302
EXPIRES: October 3, 2012
Bonded Thru Notary Public Underwriters

Notary Public
Commission:

Exhibit A
Plats and Declaration of Restrictions

Exhibit B
Park Legal Descriptions

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

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

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

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

Exhibit C
Maintenance Services

Landscaping and Lawn Maintenance Services by the Landscape Agency

Scope of Work

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

Landscape Maintenance

Turf Maintenance

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

Trimming

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

Edging

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

Pruning Shrubs and Ground Cover Plants

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

Tree Care

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

Weed Control

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

Irrigation

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

Litter Control

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

Exhibit D

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

MIAMI-DADE COUNTY, FLORIDA

Credit Application No. PKCR _____

PARK CREDIT APPLICATION AND APPROVAL FORM

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

Lennar Homes, LLC	700 NW 107 Avenue,, Suite 400 Miami, FL 33172	305.559.1951
Feepayer	Address	Telephone Number

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

3
Benefit District

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

1. Legal description and area of parent tract for which Park Open Space/Improvement credits are credit

See Exhibit "A"

Area _____ = 291.8± sq. ft. Acres

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

See Exhibit "B"

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

N/A

4. Amount of credit claimed by applicant for park land dedication* ..... $ 331,681.35**

5. Amount of credit claimed by applicant for park improvements* ..... $ N/A

TOTAL CREDIT AMOUNT ..... $ 331,681.35**

* Attach copy of applicable Credit Determination Form(s)

**** Based on the dedication of 5 of 7 sites (39% of the total credit for dedication of all 7 sites.)**

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

Signed: _____
Applicant

Date: 1-31-11

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

FOR OFFICIAL USE ONLY

Approved by: _____ 2/16/11
Director, Park and Recreation Department — Date

#9479644_v4

29

EXHIBIT A
LEGAL DESCRIPTION OF PARENT TRACT

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

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

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

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

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

EXHIBIT B
LEGAL DESCRIPTION OF DEDICATED PARK SITES

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

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

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

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

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

f:9715203.v1

MIAMI-DADE COUNTY, FLORIDA

Impact Fee Processing No. PKIF _____

PARK IMPACT FEE CALCULATION FORM

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

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

1. Legal description See Exhibit "A"

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

Carlos Gonzalez, Division President — 2/3/11
Signature of Feepayer — Date

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

PARK LAND CODE	LAND USE CATEGORY	UNITS		FEE/UNIT		TOTAL
4100	Single Family Detached					
	1. Open Space	594	X	$ 599.5154	Equals	$356,112.14
	2. Improvement	N/A	X	$N/A	Equals	$N/A
4200	Single Family Attached					
	3. Open Space	927	X	$ 533.2832	Equals	$494,353.52
	4. Improvement	N/A	X	$ N/A	Equals	$N/A
4300	Multi-Family					
	5. Open Space	0	X	$	Equals	$
	6. Improvement	0	X	$	Equals	$

A. Sub. (Total of lines 1 through 6 above)	$850,465.66
B. 5% Administrative fee (x .05 of line A)	$N/A
C. Total (Lines A & B)	$850,465.66

FOR OFFICIAL USE ONLY

Approved by: 2/14/11
Director, Park and Recreation Department — Date

#9479584_v3

32

MIAMI-DADE COUNTY, FLORIDA

Credit Application No. PKCR _____
Impact Fee Processing No. PKIF _____

PUBLIC PARK OPEN SPACE DETERMINATION FORM

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

Lennar Homes, LLC	700 NW 107 Avenue, Suite 400 Miami, FL 33172	305.559.1951
Feepayer	Address	Telephone Number
590711506		
Social Security No. or Taxpayer I.D. No.		Permit Process Number
3		Resolution No. Z-24-03
Benefit District	Folio Number	Permit Number
Between SW 232 and SW 248 Street and SW 112 and SW 119 Avenue		
Site Address	Type of Permit	Contractor
Residential		Residential
Existing Use	ITE Number	Proposed Use

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

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

   Area _____ sq. ft. = 291.8± Acres

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

   See Exhibit "B"

   Area _____ sq. ft. = 5.07± Acres

3. Total amount of public open space required for the parent tract..... 13.07± acres
4. Total amount of public open space provided for the parent tract..... 13.23± acres
5. Percentage of required open space provided (Line 4/Line 3) ..... 39 %
6. Park Open Space fee per Dwelling Unit (see Fee Schedule)..... $ 599.6154 / 533.2832
7. Percentage of required open space NOT provided 61%
8. Balance of Open Space Fee Required (line 6 x line 7) ..... $ 518,784.05

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

Signed: _____
Feepayer

Date: 1-31-11

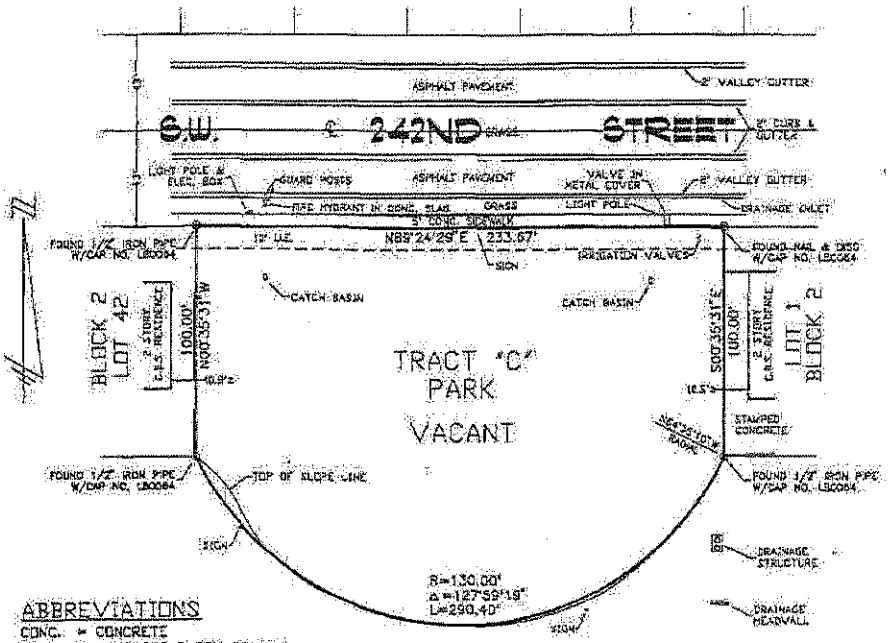
This credit determination form shall be accompanied by all documentation as required by the County Park and Recreation Director and as defined in Section II of the Park Impact Fee Manual. This form shall be available in the Count Park and Recreation Department.

FOR OFFICIAL USE ONLY

Approved by: _____ 2/16/11
Director, Park and Recreation Department — Date

#9479745_v4

33



ABBREVIATIONS

CONC. = CONCRETE
C.B.S. = CONCRETE BLOCK STUCCO
ELEC. = ELECTRIC
R = RADIUS
Δ = CENTRAL ANGLE
L = ARC LENGTH
℄ = CENTERLINE
U.E. = UTILITY EASEMENT
W/ = WITH

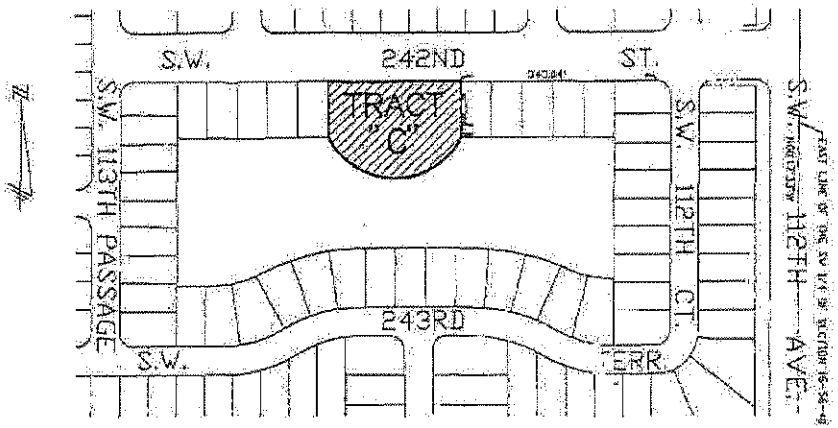
SKETCH OF BOUNDARY SURVEY

SCALE: 1" = 50'

LEGAL DESCRIPTION:

Tract "C" of SILVER PALM EAST SECTION ONE, according to the plat thereof recorded in Plat Book 164, at Page 51, of the Public Records of Miami-Dade County, Florida.

Folio #
30-6019-012-1480



LOCATION MAP

SCALE: 1" = 200'

NOTES:

1. The legal description was furnished by the client.
2. The bearings are based on an assumed direction of N00°17'33"W along the East line of the SW 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.
3. The above described parcel contains 35,583.58 square feet (0.817 acres), more or less.
4. The Miami-Dade County Flood Criteria is Elevation 5.1 feet, as shown on the AMENDED PLAT OF FLOOD CRITERIA MAP, according to the plat thereof recorded in Plat Book 180, at Page 13, of the Public Records of Miami- Dade County, Florida.
5. The Federal Flood Hazard Classification is Zone AE, Base Elevation = 7 feet, as shown on the Federal Emergency Management Agency, National Flood Insurance Program, Flood Insurance Rate Map, Community No. 125635, Panel 0511, Suffix L, Map Revised September 11, 2009.
6. The attached SKETCH OF BOUNDARY SURVEY is not valid without the signature and original raised seal of a Florida Professional Surveyor and Mapper.

CERTIFICATION:

WE HEREBY CERTIFY that the attached SKETCH OF BOUNDARY SURVEY was prepared under our direction and complies with the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors and Mappers in Chapter 5J17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

BISCAYNE ENGINEERING COMPANY, INC.

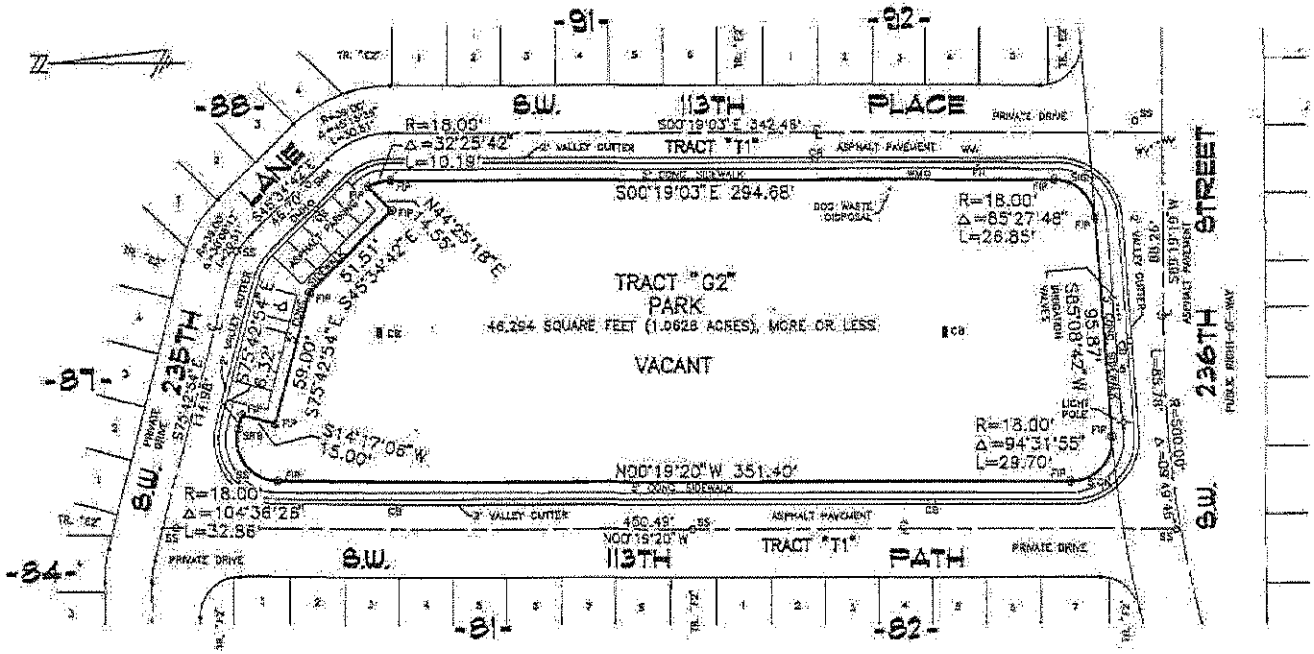
Prepared for:
Lennar Homes, LLC
Job No. 08-7912
March 17, 2010

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

By: _____
Robin D. Teagarden, Jr.
Professional Surveyor &
Mapper No. LS2354
State of Florida

2104-SS-18

615
34



SKETCH OF BOUNDARY SURVEY

SCALE: 1" = 50'

ABBREVIATIONS:

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

LEGAL DESCRIPTION:

Tract "G2" of SILVER PALM EAST SECTION THREE, according to the plat thereof recorded in plat book 165, at Page 27, of the public records of Miami-Dade County, Florida.

Folio # 30-6019-014-3400

NOTES:

1. The legal description was furnished by the client.
2. The bearings are based on an assumed direction of N00°19'20"W along the centerline of S.W. 113th Path, as said Path is shown on the plat of SILVER PALM EAST SECTION THREE, according to the plat thereof recorded in Plat Book 165, at Page 27, of the Public Records of Miami-Dade County, Florida.
3. The above described parcel contains 46,294 square feet (1.0628 acres), more or less.
4. The Miami-Dade County Flood Criteria is Elevation 5.5 feet, as shown on the AMENDED PLAT OF FLOOD CRITERIA MAP, according to the plat thereof recorded in Plat Book 120, at Page 13, of the Public Records of Miami- Dade County, Florida.
5. The Federal Flood Hazard Classification is Zone AE, Base Elevation = 7 feet, as shown on the Federal Emergency Management Agency, National Flood Insurance Program, Flood Insurance Rate Map, Community No. 125635, Panels 0592 and 0611, Suffix L, Maps Revised September 11, 2009.
6. The attached SKETCH OF BOUNDARY SURVEY is not valid without the signature and original raised seal of a Florida Professional Surveyor and Mapper.

CERTIFICATION:

WE HEREBY CERTIFY that the attached SKETCH OF BOUNDARY SURVEY was prepared under our direction and complies with the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors and Mappers in Chapter 5J17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Prepared for:
Lennar Homes, LLC
Job No. 09-79121
March 17, 2010

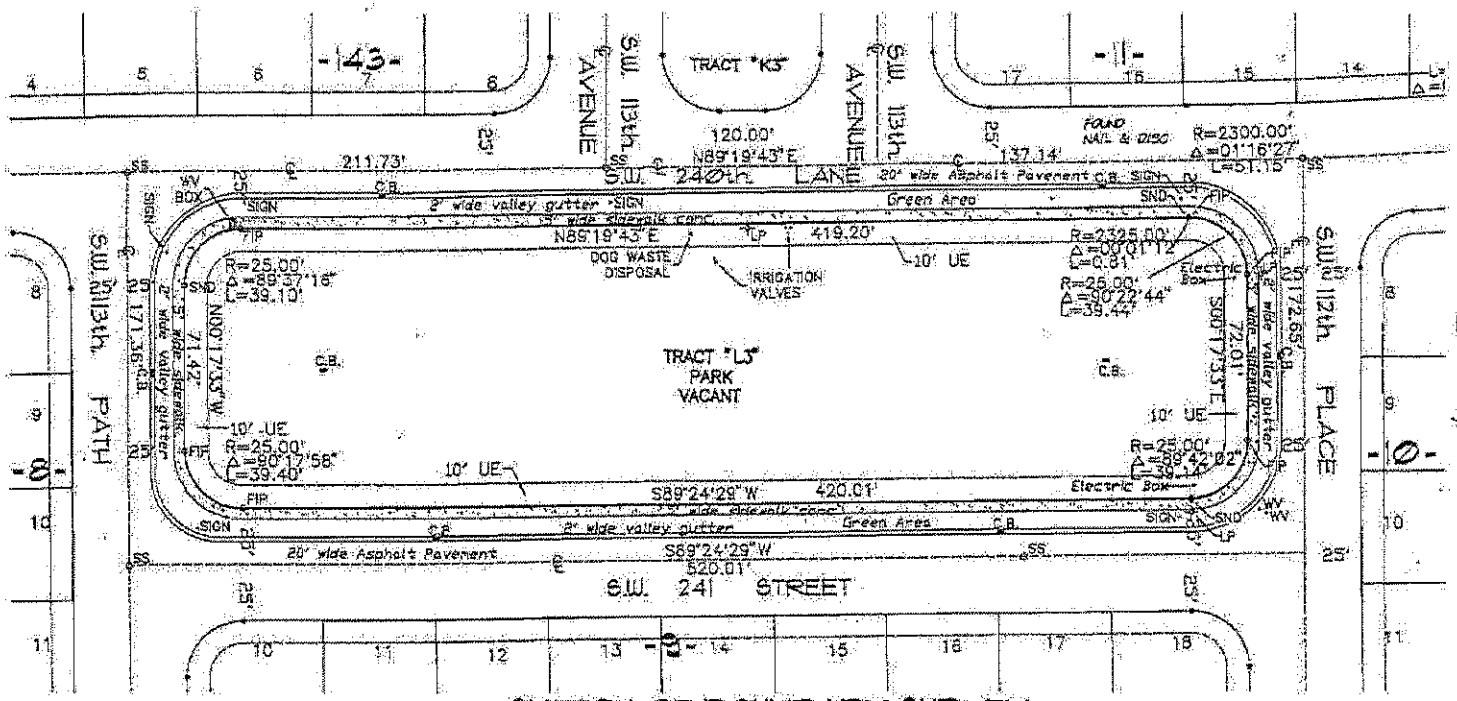
Prepared by:
Biscayne Engineering, Inc.
Certificates of Authorization
Numbers LB129 & LB129
529 W Flagler Street
Miami, Florida 33130
Phone: 305-324-7671

BISCAYNE ENGINEERING COMPANY, INC.

By: _____

Robin J. Tesperden, Jr.
Professional Surveyor &
Mapper No. LS2354
State of Florida

2104-SS-21



ABBREVIATIONS

℄	=	Center Line
CB	=	Catch Basin
CONC.	=	Concrete
E.P.	=	Edge of Pavement
W.V.	=	Water Valve
U.E.	=	Utility Easement
W	=	Well
R	=	Radius
L	=	Arc
LP	=	Light Pole
Δ	=	Delta
FIP	=	Found Iron Pipe W/ Cap #LB64
SND	=	Set Nail & Disc #LB129

LEGAL DESCRIPTION:

TRACT "L3" of SILVER PALM EAST SECTION FOUR, according to the plat thereof, as recorded in Plat Book 163, at Page 92 of the Public Records of Miami-Dade County, Florida.

Folio #
30-6019-015-2870

SKETCH OF BOUNDARY SURVEY

SCALE 1"=50'

NOTES:

1. The legal descriptions were furnished by the client.
2. The bearings are based on an assumed direction of S00°19'47"E along the East line of the NW ¼ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.
3. The subject property contains 56,555 square feet (1.3010 acres), more or less.
4. The Miami-Dade County Flood Criteria is elevation 5.2 feet, as shown on the AMENDED PLAT OF FLOOD CRITERIA MAP, according to the plat thereof recorded in Plat Book 120, at Page 13, of the Public Records of Miami-Dade County, Florida.
5. The Federal Flood Hazard Classification is Zone AE, Base Flood Elevation is 7 feet, as shown on the Federal Emergency Management Agency, National Flood Insurance Program, Flood Insurance Rate Map, Community No. 120635, Panel 0592, Suffix L, Map Revised September 11, 2012.
6. This survey is not valid without the signature and original raised seal of a Florida Professional Surveyor & Mapper.

CERTIFICATE:

We hereby certify that the attached SKETCH OF BOUNDARY SURVEY was prepared under our direction and complies with the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

BISCAYNE ENGINEERING COMPANY, INC.

Prepared for:
LENNAR HOMES, INC.
Job No: 008-79121
March 17, 2010

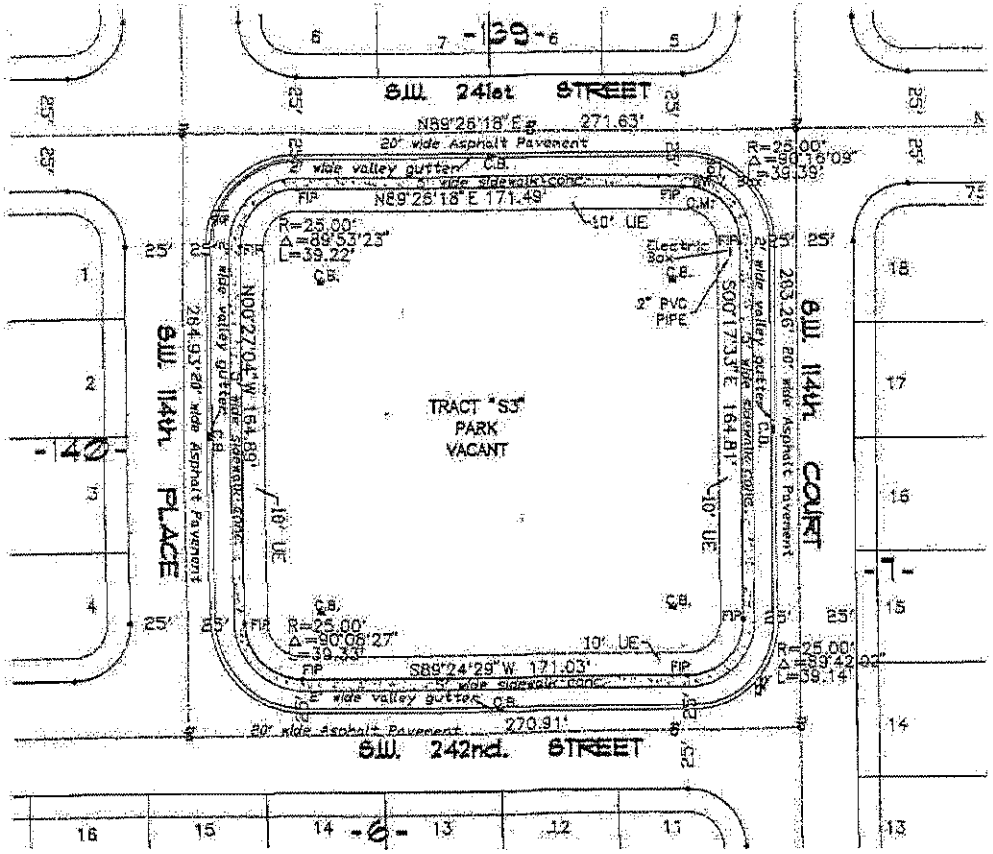
By: _____

Robin O. Teagarden, Jr.
Professional Surveyor
& Mapper LS2354
State of Florida

Prepared by:
Biscayne Engineering Company, Inc.
Certificates of Authorization
Numbers EB129 & LB129
629 W. Flagler Street
Miami, Florida 33130
Phone (305) 324-7871

2104-SS-22

397



SKETCH OF BOUNDARY SURVEY

SCALE: 1" = 50'

Folio #
30-6019-015-2870

ABBREVIATIONS

℄	= Center Line	R	= Radius
CB.	= Catch Basin	L	= Arc
CONC.	= Concrete	Δ	= Delta
C.M.	= Optic Cable Marker	W	= With
CW	= Crosswalk sign	W.V.	= Water valve
E.P.	= Edge of Pavement	TS	= Traffic Sign
FND.	= Found	U.E.	= Utility Easement
S.S.	= Sanitary Sewer Manhole	PIP	= Found Iron Pipe W/ Cap #LB64

NOTES:

1. The legal descriptions were furnished by the client.
2. The bearings are based on an assumed direction of S00°19'47"E along the East line of the NW ¼ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.
3. The subject property contains 47,001 square feet (1.0790 acres), more or less.
4. The Miami-Dade County Flood Criteria is elevation 5.2 feet, as shown on the AMENDED PLAT OF FLOOD CRITERIA MAP, according to the plat thereof recorded in Plat Book 120, at Page 13, of the Public Records of Miami-Dade County, Florida.
5. The Federal Flood Hazard Classification is Zone AE, Base Flood Elevation is 7 feet, as shown on the Federal Emergency Management Agency, National Flood Insurance Program, Flood Insurance Rate Map, Community No. 120635, Panel 0592, Suffix L, Map Revised September 11, 2010.
6. This survey is not valid without the signature and original raised seal of a Florida Professional Surveyor & Mapper.

LEGAL DESCRIPTION:

TRACT "S3" of SILVER PALM EAST SECTION FOUR, according to the plat thereof, as recorded in Plat Book 155, at Page 92 of the Public Records of Miami-Dade County, Florida.

CERTIFICATE:

We hereby certify that the attached SKETCH OF BOUNDARY SURVEY was prepared under our direction and complies with the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors & Mappers in Chapter 5J17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

BISCAYNE ENGINEERING COMPANY, INC.

Prepared for:
LENNAR HOMES INC.
Job No. 08-79121
March 17, 2010

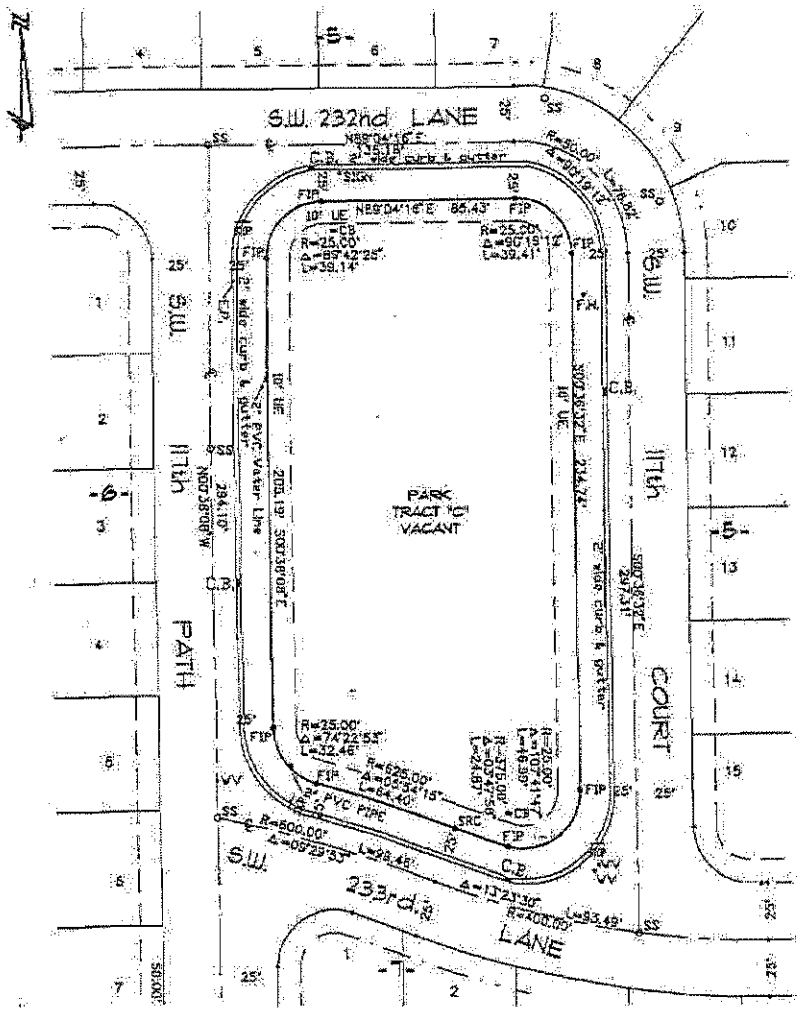
By: _____

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

Prepared by:
Biscayne Engineering Company, Inc.
Certificates of Authorization
Numbers EB129 & LB129
529 W. Flagler Street
Miami, Florida 33120
Phone (305) 669-8660

2104-SS-23

37
118



SKETCH OF BOUNDARY SURVEY

SCALE: 1" = 50'

ABBREVIATIONS

℄	= Center Line	F.H.	= Fire Hydrant
CB	= Catch Basin	MH	= Manhole
CONC.	= Concrete	PRM	= Permanent Reference Monument
C.S.	= Crossing Sign	TS	= Traffic Sign
E.P.	= Edge of Pavement	U.E.	= Utility Easement
W	= With	R	= Radius
P.V.C.	= Plastic Pipe	Δ	= Delta
FIP	= Found Iron Pipe W/ Cap #LB64	L	= Arc
SRC	= Set Rebar + Cap #LB129	SS	= Sewer Manhole

NOTES:

1. The legal descriptions were furnished by the client.
2. The bearings are based on an assumed direction of N00°36'32"W along the East line of the NE ¼ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.
3. The subject property contains 36,084 square feet (0.8284 acres), more or less.
4. The Miami-Dade County Flood Criteria is elevation 5.5 feet, as shown on the AMENDED PLAT OF FLOOD CRITERIA MAP, according to the plat thereof recorded in Plat Book 120, at Page 13, of the Public Records of Miami-Dade County, Florida.
5. The Federal Flood Hazard Classification is Zone AE, Base Flood Elevation is 7 feet, as shown on the Federal Emergency Management Agency, National Flood Insurance Program, Flood Insurance Rate Map, Community No. 120635, Panel 0592, Suffix L, Map Revised September 11, 2009.
6. This survey is not valid without the signature and original raised seal of a Florida Professional Surveyor & Mapper.

LEGAL DESCRIPTION:

TRACT 'C' of SILVER PALM WEST, according to the plat thereof, as recorded in Plat Book 166, at Page 31 of the Public Records of Miami-Dade County, Florida.

Folio #
30-6924-002-4060

CERTIFICATE:

We hereby certify that the attached SKETCH OF BOUNDARY SURVEY was prepared under our direction and complies with the Minimum Technical Standards adopted by the Florida Board of Professional Surveyors & Mappers in Chapter 5J17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

BISCAYNE ENGINEERING COMPANY, INC.

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

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

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

2104-SS-24

38
119