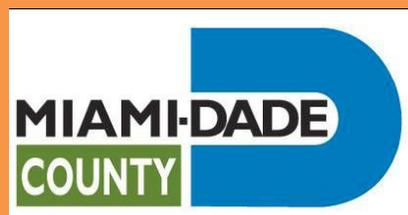


**APRIL 2010
APPLICATIONS TO AMEND THE
COMPREHENSIVE DEVELOPMENT
MASTER PLAN**

FOR MIAMI-DADE COUNTY, FLORIDA



Carlos Alvarez
Mayor

BOARD OF COUNTY COMMISSIONERS

Dennis C. Moss
Chairman

José “Pepe” Diaz
Vice Chairman

Barbara J. Jordan
District 1

Dorrin D. Rolle
District 2

Audrey Edmonson
District 3

Sally A. Heyman
District 4

Bruno A. Barreiro
District 5

Rebeca Sosa
District 6

Carlos A. Gimenez
District 7

Katy Sorenson
District 8

Dennis C. Moss
District 9

Senator Javier D. Souto
District 10

Joe A. Martinez
District 11

José "Pepe" Diaz
District 12

Natacha Seijas
District 13

George M. Burgess
County Manager

R. A. Cuevas, Jr.
County Attorney

Harvey Ruvín
Clerk of the Courts

MIAMI-DADE COUNTY PLANNING ADVISORY BOARD

Wayne Rinehart
Chair

William W. Riley
Vice-Chair

Reginald J. Clyne
Antonio Fraga
Pamela Gray
Horacio Carlos Huembes

Rolando Iglesias
Daniel Kaplan
Serafin Leal

Raymond Marin
Ralph Ramirez
Georgina Santiago

Ivan Rodriguez, School Board Representative, *Non-Voting Member*
Larry Ventura, Homestead Air Reserve Base Representative, *Non-Voting Member*

Marc C. LaFerrier, A.I.C.P., Director
Executive Secretary

Miami-Dade County provides equal access and equal opportunity in employment and services and does not discriminate on the basis of disability. “It is the policy of Miami-Dade County to comply with all of the requirements of the Americans with Disabilities Act.”

APRIL 2010
APPLICATIONS TO AMEND
THE COMPREHENSIVE DEVELOPMENT
MASTER PLAN

June 5, 2010

Miami-Dade County
Department of Planning and Zoning
111 NW First Street, Suite 1210
Miami, Florida 33128-1972
Telephone: (305) 375-2835

This Page Intentionally Blank

TABLE OF CONTENTS

	<u>Page</u>
List of Tables -----	i
List of Figures -----	i
Background and Introduction -----	ii
Overview of the April 2010 Amendment Applications -----	1

Application

<u>No.</u>	<u>Applicant/Applicant's Representative</u>	<u>Page</u>
1	Fountainbleau Lakes, LLC/Felix M. Lasarte, Esq. -----	5
2	MILKAS Enterprises, Inc./Guillermo E. Olmedillo-----	19
3	Miami-Dade County Department of Planning and Zoning/ Marc C. LaFerrier, AICP, Director -----	43
4	Miami-Dade County Department of Planning and Zoning/ Marc C. LaFerrier, AICP, Director -----	45
5	Miami-Dade County Department of Planning and Zoning/ Marc C. LaFerrier, AICP, Director -----	47

LIST OF TABLES

<u>Table</u>		<u>Page</u>
1	Schedule of Activities -----	vi
2	Schedule of Declaration of Restrictions Deadlines -----	vii
3	List of April 2010 Applications Requesting Amendments to the Comprehensive Development Master Plan -----	3

LIST OF FIGURES

<u>Figure</u>		<u>Page</u>
1	Areas Subject to April 2010 Applications to Amend the CDMP Land Use Plan Map -----	2

BACKGROUND AND INTRODUCTION

The purpose of this report is to present the applications to amend Miami-Dade County's Comprehensive Development Master Plan (CDMP) which were filed for evaluation during the April 2010 amendment review cycle. Amendments to the Plan may be needed to correct an error, to reflect changing circumstances or conditions in the community, or to improve the ability of the Plan to fulfill its purposes and goals. This report contains the tentative schedule of activities for this amendment review period along with a list and table summarizing all of the applications, followed by a complete copy of each application. The next report will be the April 2010 Initial Recommendations report to be published on August 25, 2010.

Section 2-116.1 of the Miami-Dade County Code establishes the exclusive procedures for the CDMP to be reevaluated and amended periodically, usually semiannually. These procedures involve thorough County and State review as required by Chapter 163, Florida Statutes, and Chapters 9J-5 and 9J-11, Florida Administrative Code. Current procedures provide for the filing of applications in April and October, with the amendment process generally taking twelve months to complete. The April 2011 filing period is the next cycle that is in the odd numbered year, when the Miami-Dade County Department of Planning and Zoning changes to the Land Use Plan map outside the Urban Development Boundary (UDB) may be considered. Plan components eligible for amendment application during the various semiannual filing periods are summarized below. *

Application Filing Period (month)	Plan Components Eligible for Amendment	
	Even Numbered Years	Odd-Numbered Years
April Filing Period	All Components Except UDB, UEA and Land Use Outside UDB [Mandatory Cycle]	All Components Including UDB and UEA [Mandatory Cycle]
October Filing Period	All Components Except UDB, UEA and Land Use Outside UDB [Optional Cycle]	All Components Except UDB and UEA and Land Use Outside UDB [Mandatory Cycle]

*Source: Section 2-116.1, Code of Miami-Dade County.

The Plan review and amendment process provides for the filing of amendment applications, staff analysis of the applications, and public participation in the process. Each application will be thoroughly evaluated by the Department of Planning and Zoning and will be subject to review at a series of public hearings. The final action adopting, adopting with a change, or denying each of the applications will be made by the Board of County Commissioners. Further details about the hearings and the review process are discussed in the next section.

Application Review Process and Schedule of Activities

Following is a summary of the Plan review and amendment activities and tentative schedule as required by Section 2-116.1, Code of Miami-Dade County (See Table 1). After all privately filed applications were finalized, the Department of Planning and Zoning published this Applications Report on June 5, 2010 listing all applications filed.

The Department of Planning and Zoning (DPZ) will submit its initial recommendations to the Planning Advisory Board (PAB) regarding each requested change, no later than August 25, 2010. Community Councils, which have been elected into districts throughout unincorporated Miami-Dade County, at their option may make recommendations to the PAB and Board of County Commissioners on local planning matters, including proposals to amend the CDMP. Each Community Council in which a proposed amendment to the Land Use Plan map is located, will have the opportunity to hold a public hearing in September 2010 to discuss the application(s) and to formulate recommendation(s) regarding the request(s). The PAB, acting as Miami-Dade County's Local Planning Agency (LPA) pursuant to Chapter 163, Part 2, Florida Statutes, will hold a public hearing currently scheduled for Monday, October 4, 2010, to receive comments on the proposed amendments and on the initial staff recommendations, and to formulate its recommendations to the Board of County Commissioners regarding adoption of requested "small-scale" amendments and regarding transmittal to the Florida Department of Community Affairs (DCA) for review and comment of all requested standard amendments for initial review and comments by State agencies. The Board of County Commissioners is scheduled to hold a public hearing in November 2010, to consider taking final action on requested "small-scale" amendments, the Capital Improvements Element (CIE) update as well as to consider transmittal of the requested standard amendments to DCA, as well as any of the requested "small-scale" amendments that the commission elects to process through the regular procedure. Adopted small-scale amendments will become effective 31 days after adoption unless there is a citizen challenge. The adopted CIE update will be transmitted to DCA for compliance review and DCA will issue a Notice of Intent (NOI) to find the amendment in compliance or not in compliance with state law.

Transmittal of "standard" (non-small-scale) amendment proposals to DCA for review and comment does not constitute adoption of requested amendments. A second phase of the review addressing the standard applications begins after transmittal of the applications to the DCA and associated State agencies. Also, the board of County Commissioners may opt to neither adopt nor deny a requested small-scale amendment at its first public hearing but may, instead, decide to transmit to DCA for State-agency review and comment as a "standard" amendment request.

With transmittal to DCA expected to occur on or around December 2010 DCA will return comments or an Objections, Recommendations and Comments (ORC) report in early February 2011 addressing all transmitted applications. The PAB acting as the Local Planning Agency would then conduct its final public hearing during March 2011, and the Board of County Commissioners would conduct a public hearing and take final action in April 2011. During the DCA review period, the Department of Planning and Zoning will also review comments received at the transmittal hearings and any additional submitted material and may issue a Revised Recommendations report reflecting any new information prior to the final public hearings. Final action by the Board of County Commissioners will be to adopt, adopt with change, or not adopt each of the transmitted applications.

Outside this regular CDMP amendment process, requests to amend the CDMP can be made only by the County Commission under a "Special" amendment process, or by an applicant for approval or amendment of a Development of Regional Impact (DRI), or for a closed or realigned military base. Procedures for processing such "Special" or DRI- or military base-related amendments are established in Section 2-116.1 of the Miami-Dade County Code.

TABLE 1
SCHEDULE OF ACTIVITIES
APRIL 2010-2011 CDMP AMENDMENT CYCLE

Pre-application Conference for the Private Sector	March 1- March 30, 2010
Application Filing Period	April 1- April 30, 2010
Deadline to withdraw Application and obtain Return of Full Fee. Notify applicant of deficiencies.	May 7, 2010
Deadline for resubmittal of unclear or incomplete Applications	Seventh business day after Notice of deficiency
Applications Report published by DP&Z	June 7, 2010
Deadline for submitting Technical Reports	June 30, 2010
Deadline for submitting Declarations of Restrictions to be considered in the Initial Recommendations Report	July 28, 2010
Initial Recommendations Report released by DP&Z	August 25, 2010
Community Council(s) Public Hearing(s)	Specific date(s) to be set in September 2010
Westchester Community Council (10)	
Redland Community Council (14)	
Planning Advisory Board (PAB), acting as Local Planning Agency (LPA), Public Hearing to formulate Recommendations regarding Adoption of Small-Scale Amendments and Capital Improvements Element update; and Transmittal of Standard Amendment requests to DCA	October 4, 2010* County Commission Chamber 111 NW 1st Street Miami, Florida 33128
Board of County Commissioners Hearing and Action on Adoption of Small-Scale Amendment and Capital Improvements Element update; and Transmittal of Standard Amendment requests to DCA	November 3, 2010* County Commission Chamber 111 NW 1 Street Miami, Florida 33128
Transmittal to DCA for State review	November, 2010**
Deadline for Filing Supplementary Reports by the Public	Forty-five (45) days after Commission transmittal hearing
Receipt of DCA Objections, Recommendations and Comments (ORC) report	February, 2011** (Approximately 75 days after transmittal)
Public Hearing and Final Recommendations: Planning Advisory Board (Local Planning Agency)	Specific date(s) to be set in March, 2011* (Within 30 days after receipt of DCA ORC report)
Public Hearing and Final Action on Applications: Board	Specific date(s) to be set in April, 2011* (No later than 60 days after receipt of DCA ORC report)

Note: * Date is subject to change. All hearings will be noticed by newspaper advertisement.
** Estimated Date.

Small-Scale Amendments

A procedure is provided for the expedited processing of "Small-scale" amendments to the Land Use Plan map as defined in Section 163.3187(1)(c)(1), F.S. This procedure authorizes the Board to take final action on small-scale requests to amend the Land Use Plan Map at the (November 2010) transmittal public hearing. An amendment application is eligible for expedited processing as "Small-scale" amendment under the following conditions:

1. The proposed amendment involves a land use change of 10 acres or less.
2. The cumulative annual acreage of all small-scale amendments shall not exceed 120 acres, and not more than 60 acres of the total can be located outside of areas designated in the CDMP as transportation concurrency exception areas described in the Capital Improvements Element Concurrency paragraph C; the Dadeland Chapter 380 Regional Activity Center; the NW 107 Avenue and NW 12 Street Chapter 380 Regional Activity Center; or a Concurrency Redevelopment Exception Area as identified in Figure 2 of the Capital Improvements Element.
3. Outside of the foregoing transportation concurrency exception areas and Regional Activity Centers, amendments involving residential land uses are limited to maximum density of 10 dwelling units per acre, but amendments inside these designated areas are eligible to request and density.
4. The proposed amendment does not involve the same property granted an amendment in the prior 12 months; and
5. The proposed amendment does not involve the same owner's property within 200 feet of property granted a change within the prior 12 months.
6. The proposal cannot involve any text changes to the Plan's goals, objectives, and policies.
7. The proposed amendment is not in an area of critical state concern; and
8. The proposal involves the construction of affordable housing units, meeting the affordability criteria of Section 420.0004(3), Florida Statutes, on property which will be the subject of a restricted land use agreement or extended use agreement recorded in conjunction with the issuance of tax exempt bond financing or allocation of federal tax credits through the Florida Housing Finance Corporation or a local housing finance authority authorized by the Division of Bond Finance of the State Board of Administration.

Applicants who want their eligible applications processed under the expedited "small-scale" amendment procedure must explicitly make such a request in the application. Generally, small-scale amendments will not be reviewed by the Florida Department of Community Affairs (DCA) or issued a notice of intent, and they will take effect 31 days after adoption by the Commission unless a challenge is filed.

At its initial public hearing to address the April 2010 cycle applications, the Commission could elect to adopt, adopt with change, or not adopt small-scale amendments. If it does not adopt a small-scale amendment, the Commission may elect to transmit it to DCA for review along with the standard amendment requests and take final action at its second public hearing, which will occur after State-agency review. Of course, failure to adopt as a small-scale amendment or to transmit effectively denies approval of the application.

Additional Information

Anyone having questions regarding any aspect of the CDMP review and amendment process should visit or call the Metropolitan Planning Section of the Miami-Dade County Department of Planning and Zoning at 111 NW 1st Street, Suite 1210; Miami, Florida 33128-1972; telephone (305) 375-2835.

Prohibition on Argument or Representation Regarding Proposed Specific Future Uses Without Proffering a Restrictive Covenant

According to Ordinance 03-40 pertaining to CDMP procedures, no applicant or applicant's representative seeking a recommendation for approval or approval of an amendment to the land use plan map shall be permitted to argue or represent to the Board of County Commissioners or other recommending County board a specific future use or uses for an application site without proffering a restrictive covenant. The representation cannot include a specific use or uses or exclude a use or uses authorized by the proposed land use designation, unless the applicant has submitted a restrictive covenant committing to such representation which has been submitted to the Director and has received approval as to form.

According to Ordinance 03-40 pertaining to CDMP procedures, no applicant or applicant's representative seeking a recommendation for approval or approval of an amendment to the land use plan map shall be permitted to argue or represent to the Board of County Commissioners or other recommending County board a specific future use or uses for an application site without proffering a restrictive covenant. The representation cannot include a specific use or uses or exclude a use or uses authorized by the proposed land use designation, unless the applicant has submitted a restrictive covenant committing to such representation which has been submitted to the Director and has received approval as to form.

Deadlines for Submitting Covenants to be Considered

Deadlines exist for providing covenants to be considered in the Department's written recommendations and at public hearings. The deadline for covenants to be submitted to staff is July 26, 2010. If the Community Council, the Planning Advisory Board or the Board of County Commissioners is to consider a covenant in its decision-making, the deadline for submittal is 17 days prior to the hearing. If the Department is to consider the covenant in its written recommendation on an application in the Revised Recommendations Report, it must be received at least four weeks prior to the final hearing of the Planning Advisory Board.

TABLE 2
SCHEDULE OF DECLARATION of RESTRICTIONS DEADLINES
APRIL 2010-2011 CDMP AMENDMENT CYCLE

Deadline for submitting Declaration of Restrictions to be considered in the Initial Recommendations Report	July 26, 2010
Deadline for submitting revised Declaration of Restrictions to be considered at Community Council(s) Public Hearing(s)	17 days prior to Community Council hearing
Deadline for submitting revised Declaration of Restrictions to be considered at Planning Advisory Board (PAB) Hearing Regarding Adoption of Small-Scale Amendments and Transmittal of Standard Amendments	September 19, 2010
Deadline for submitting revised Declaration of Restrictions to be considered at Board (BCC) Hearing Regarding Adoption of Small-Scale Amendments and Transmittal of Standard Amendments	October 20, 2010
Deadline for submitting Declaration of Restrictions to be considered in the Revised Recommendations Report	4 weeks prior to PAB Final Public Hearing
Deadline for submitting Declaration of Restrictions to be considered at PAB Hearing Regarding Final Recommendations	Seventeen days prior to hearing
Deadline for submitting Declaration of Restrictions to be considered at BCC Hearing Regarding Adoption of Standard Amendments	Seventeen days prior to hearing

This Page Intentionally Blank

OVERVIEW OF APRIL 2010 AMENDMENT APPLICATIONS

A total of five applications were filed in this cycle to amend the Comprehensive Development Master Plan (CDMP), of which two, (Application Nos. 1 and 2) were proposed map changes filed by private parties and the remaining three (Application Nos. 3, 4 and 5) were text amendments filed by the Department of Planning and Zoning (DP&Z). The two private applications have requested to be processed in the expedited small-scale amendment process. Application No. 1 on 3.23 gross acres is requesting a change from "Parks and Recreation" to "Low-Medium Density Residential" with a limit of 10 dwelling units per gross acre. Application No. 2 on 6.3 gross acres is requesting a change from "Business and Office" to "Industrial and Office". This represents a total of 9.53 gross acres for this April 2010 amendment cycle.

Application No. 3 updates the Schedule of Improvements in the Capital Improvements Element (CIE). The Applications report does not contain the tables to be amended due to the difference in scheduling of the CDMP amendment process and the preparation of the annual County budget. These CIE tables will be formulated during the budget preparation process and will be published in the April 2010 Initial Recommendations report.

Application No. 4 is a proposal to add an optional "Community Design and Health Element" in the County's CDMP; and Application No. 5 is a text revision to the Land Use Element pertaining to "Open Land Subarea 4 (East Everglades residential Areas). Details of Application No. 4 will be included in the "Initial Recommendations April 2010 Applications to Amend the CDMP" report to be issued on August 25, 2010.

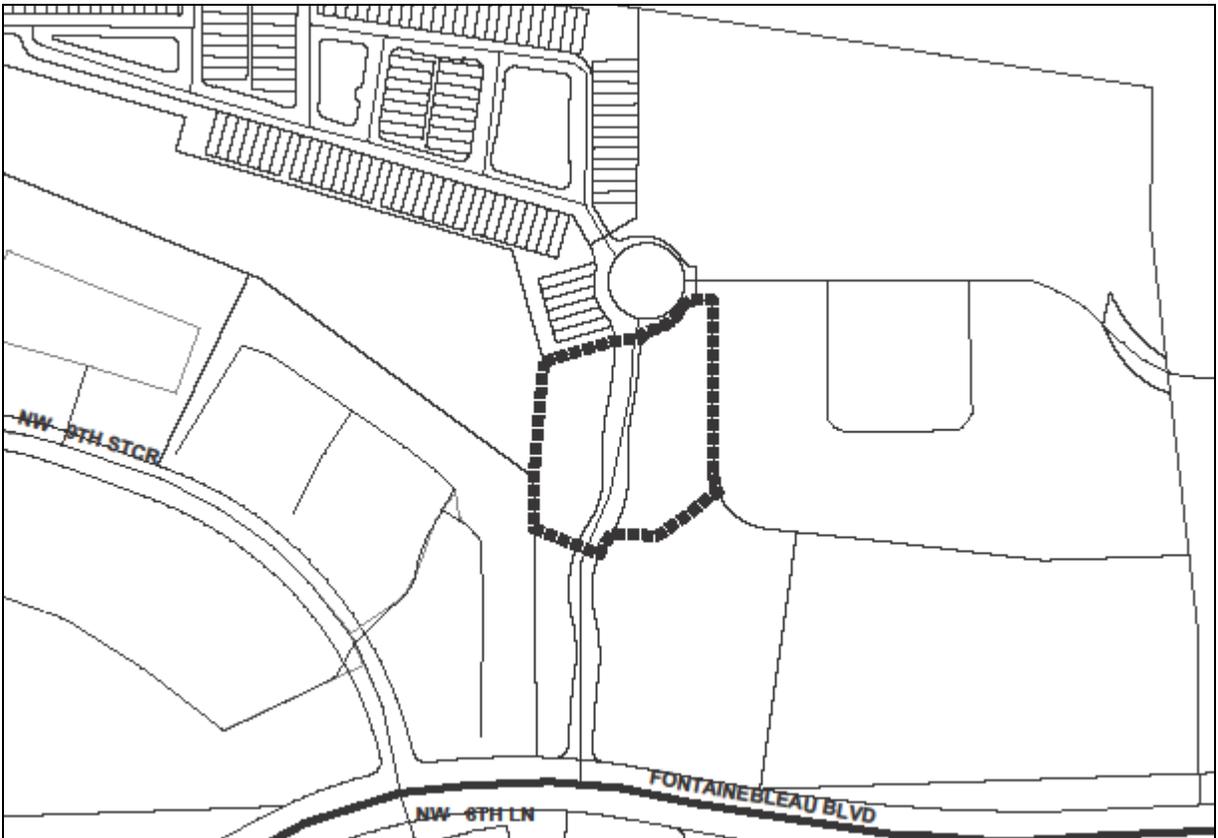
Table 3
LIST OF APRIL 2010 APPLICATIONS REQUESTING AMENDMENTS TO THE COMPREHENSIVE DEVELOPMENT MASTER PLAN

Application Number	Applicant / Representative Location REQUESTED CHANGE(S)	Acres
1	Fountainbleau Lakes, LLC/Felix M. Lasarte, Esq. Location: Approximately 470 feet north of Fountainbleau Boulevard on the east and west sides of NW 97 th Court	3.23
	<u>Requested Amendment to the Land Use Plan Map</u> From: PARKS AND RECREATION To: LOW-MEDIUM DENSITY RESIDENTIAL w/ 10 DU/Ac Limit Small-Scale Amendment	
2	MMILKAS Enterprises, Inc./Guillermo E. Olmedillo Location: Southwest corner of the intersection of SW 186 Street and South Dade Busway	6.3
	<u>Requested Amendment to the Land Use Plan Map</u> From: BUSINESS AND OFFICE To: INDUSTRIAL AND OFFICE Small-Scale Amendment	
3	Miami-Dade County Department of Planning and Zoning/ Marc C. LaFerrier, AICP, Director	
	<u>Requested Amendment to the Captial Improvements Element Tables of Proposed Projects.</u> Modify the following currently adopted tables as indicated in the application and related information: Table 2, Aviation; Table 3, Coastal Management; Table 4, Conservation; Table 5, Drainage; Table 6, Park and Recreation; Table 7, Seaport; Table 8, Sewer Facilities; Table 9, Solid Waste Management; Table 10, Traffic Circulation; Table 11, Mass Transit; and Table 12, Water Facilities.	
4	Miami-Dade County Department of Planning and Zoning/ Marc C. LaFerrier, AICP, Director	
	<u>Requested Amendment to the CDMP</u> Add A New Optional Community Design And Health Element	
5	Miami-Dade County Department of Planning and Zoning/ Marc C. LaFerrier, AICP, Director	
	<u>Requested Amendment to the CDMP</u> Revise the Open Land Subarea 4 (East Everglades Residential Areas) text on Page I-63 of the Land Use Element to include agriculture production, limited raising of livestock, nurseries and tree farms in the list of allowable uses.	

This Page Intentionally Blank

**APPLICATION NO. 1
SMALL-SCALE AMENDMENT APPLICATION**

<u>Applicant</u>	<u>Applicant's Representative</u>
Fountainbleau Lakes, LLC	Felix M. Lasarte, Esq. The Felix Lasarte Law Firm, LLP 3470 NW 82 Avenue, Suite 660 Doral, Florida 33122 (305) 594-2877
<p><u>Requested Amendment to the Land Use Plan Map</u> From: PARKS AND RECREATION To: LOW-MEDIUM DENSITY RESIDENTIAL w/ 10 DU/Ac Limit Location: Approximately 470 feet north of Fountainbleau Boulevard on the east and west sides of NW 97th Court</p> <p>Acreage: Application area: 3.23 Gross Acres Application area: 3.23 Net Acres Acreage Owned by Applicant: 3.23 Acres</p>	



Notes:

1. This page is not part of the Application
2. Disclosure of Interest contains only those applicable pages; all others were deleted.

**APPLICATION FOR AN AMENDMENT TO THE
LAND USE PLAN MAP
OF THE MIAMI-DADE COUNTY
COMPREHENSIVE DEVELOPMENT MASTER PLAN**

1. APPLICANTS

Fontainebleau Lakes, LLC

2. APPLICANT'S REPRESENTATIVE

Felix M. Lasarte, Esq.
The Lasarte Law Firm, LLP
3470 N.W. 82nd Avenue, Suite 660
Doral, FL 33122
(305) 594-2877
(305) 594-2878 (fax)

By: 
Felix M. Lasarte, Esq.

Date 4/30/10

3. DESCRIPTION OF REQUESTED CHANGE

A. Change the Land Use Plan Map.

A change to the Land Use Element, Future Land Use Plan map is requested. The Applicant is requesting the redesignation of the subject property from "Park and Recreation" to "Low Medium Density Residential."

B. Description of Subject Area.

Subject property consists of approximately 3.23 +/- acres of land located in Section 04, Township 54, Range 40, in unincorporated Miami-Dade County. This subject area is located West of NW 97th Avenue, North of Fontainebleau Blvd, and South of the 836 Dolphin Expressway, as depicted on the location map accompanying the legal description provided herein.

C. Acreage.

1. Subject application area: 3.23 +/- gross acres (3.23 +/- net acres)
2. Acreage owned by applicant: 272+/- acres (147 East Course and 125 West Course)

D. Requested Changes.

1. It is requested that subject property be re-designated on the Future Land Use Plan map from "Parks and Recreation" to "Low-Medium Density Residential" with a limited density of no more than 10 dwelling units per gross acre.
2. It is the requested that this Application be processed as an expedited small scale amendment.

4. REASONS FOR AMENDMENT

The Applicant is requesting a redesignation of the subject property from "Park and Recreation" to "Low Density Residential." The subject property consists of approximately 3.23 ± acres, located in Section 05 of Township 53 South, Range 40 East. This subject property is located West of NW 97th Avenue, North of Fontainebleau Blvd, and South of the 836 Dolphin Expressway. The subject property is in an area commonly known as "Fontainebleau". The Fontainebleau area is a highly dense residential community with a variety of housing types and residential densities.

The Applicant is developing a residential development known as Fontainebleau Lakes which was approved by the Miami-Dade County Community Zoning Appeals Board 10 in 2006. The approval permitted the development of 1,836 units on the former Fontainebleau Golf Course (the "FBGC"). The approval also created approximately 185 acres of open green space to serve as a passive park for the residents of Fontainebleau with numerous lakes and pedestrian pathways.

The FBGC is divided into the East and West Course. The East and West Course are respectively divided into the Northeast, Southeast, Northwest, and Southwest courses. In April 2004, the East Course was the subject of a Comprehensive Development Master Plan (CDMP) application that amended the land use designation on the East Course from "Parks and Recreation" and "Medium Density Residential" to "Medium Density Residential." The North East and South East portions of the FBGC are currently designated as "Medium Density Residential" on the Miami-Dade County Future Land Use Map.

The Southeast portion of the golf course was recently the subject of a CDMP Application in April 2008 which amended approximately 36.16 acres from "Medium Density Residential" and "Parks and Recreation" to "Business and Office." The intent of the Applicant was to develop the Fontainebleau Lakes project into a mixed use development with a retail component and a variety of housing types. This amendment created a community lifestyle center to serve

the Fontainebleau Community. The community lifestyle center will bring a variety of retail uses and amenities to the residents of Fontainebleau.

The Applicant is now requesting to amend the 3.23 +/- acres of land which directly abut the prior approved Fontainebleau Lakes development on the Northwest portion of the FBGC from "Parks and Recreation" to "Low Medium Density Residential." The subject property is surrounded by Medium Density Residential and Park and Recreation to the North, Medium Density Residential to the East, and directly abuts Low Medium Density Residential to the West. Therefore, the request to Low Medium Density would be compatible with the abutting land use and consistent with the surrounding residential densities in the area. The Applicant will also prefer a covenant limiting the residential density to less than ten (10) dwelling units an acre.

The intent of the Applicant is to re-develop the Northwest portion of the Fontainebleau Lakes project by replacing the condominium units, as well as several of the town home units, which were approved on the property with single family homes. The amendment is necessary in order to expand the foot print of the prior approved residential development to accommodate these additional single family homes which will require more private open space than the prior approved town home units property .

The subject area has already been developed with a passive park and townhome units. The proposed modified development would be compatible with the surrounding residential communities in the area and will provide additional amenities to its residents. The detached single family housing product will provide a better quality of life for the future residents of Fontainebleau by offering them larger square foot homes, more individual green space, and greater privacy. This single family development will be a much welcomed change from the surrounding dense residential developments which comprise the Fontainebleau area.

The Application will also create a much needed mix of housing types in the area. Based on the current economic downturn and market demand for additional single family homes, the Applicant believes there is a need for this use and that the subject area is the appropriate location for this additional inventory. The subject area is ideal for this type of development because it is heavily buffered from the higher density developments in the area by a noise reducing CBS wall and lush landscaping around the perimeter of the property. Lastly, the single family units will have less of an impact on the County's existing infrastructure and facilities in the area.

Based on the foregoing, the Applicant believes that there is a need to provide additional single family housing units to both the surrounding existing residential community, as well as to future residents of the area.

Accordingly, approval of the requested Amendment would preserve the residential character of the Fontainebleau community and further the implementation of the following CDMP goals, objectives and policies:

LAND USE OBJECTIVE 1: The Location and configuration of Miami- Dade County's urban growth through the year 2015 shall emphasize concentration and intensification of development around centers of activity, development of well designed communities

containing a variety of uses, housing types and public and public services, renewal and rehabilitation of blighted areas, and contiguous urban expansion when warranted, rather than sprawl.

LAND USE POLICY 1E: In Conducting its planning, regulatory, capital improvements and intergovernmental coordination activities, Miami- Dade County shall seek to facilitate the planning of residential areas and neighborhoods which include recreational, educational, and other public facilities, houses of worship, and safe and convenient circulation of automotive, pedestrian and bicycle traffic.

LAND USE POLICY 1G: To promote housing diversity and to avoid creation of monotonous developments, Miami- Dade County shall vigorously promote the inclusion of a variety of housing types in all residential communities through its area planning, zoning, subdivision, site planning and housing finance activities, among others. In particular, Miami- Dade County shall review its zoning and subdivision practices and regulations and shall amend them, as practical, to promote this policy.

LAND USE POLICY 2A: All development orders authorizing new, or significant expansion of existing urban land uses shall be contingent upon the provision of services at or above Level of Service (LOS) standards specified in the Capital Improvements Element (CIE).

LAND USE POLICY 8A: Miami- Dade County shall strive to accommodate residential development in suitable location and densities which reflect such factors as recent trends in location and design of residential units; projected availability of service and infrastructure capacity; proximity and accessibility to employment, commercial and cultural centers; character of existing adjacent or surrounding neighborhoods; avoidance of natural resource degradation; maintenance of quality of life and creation of amenities. Density patters should reflect the Guidelines for Urban Form contained in this Element.

LAND USE POLICY 9D: Miami- Dade County shall continue to investigate, maintain and enhance methods, standards and regulatory approaches which facilitate sound, compatible mixing of uses in projects and communities.

5. ADDITIONAL MATERIAL SUBMITTED

Additional information will be supplied at a later date under separate cover.

6. COMPLETED DISCLOSURE FORMS

Attached as Exhibit "B"

Attachments: Legal Description - Exhibit "A"
Disclosure of Interest Form - Exhibit "B"
Location Map for Application - Exhibit "C"

Exhibit "C"

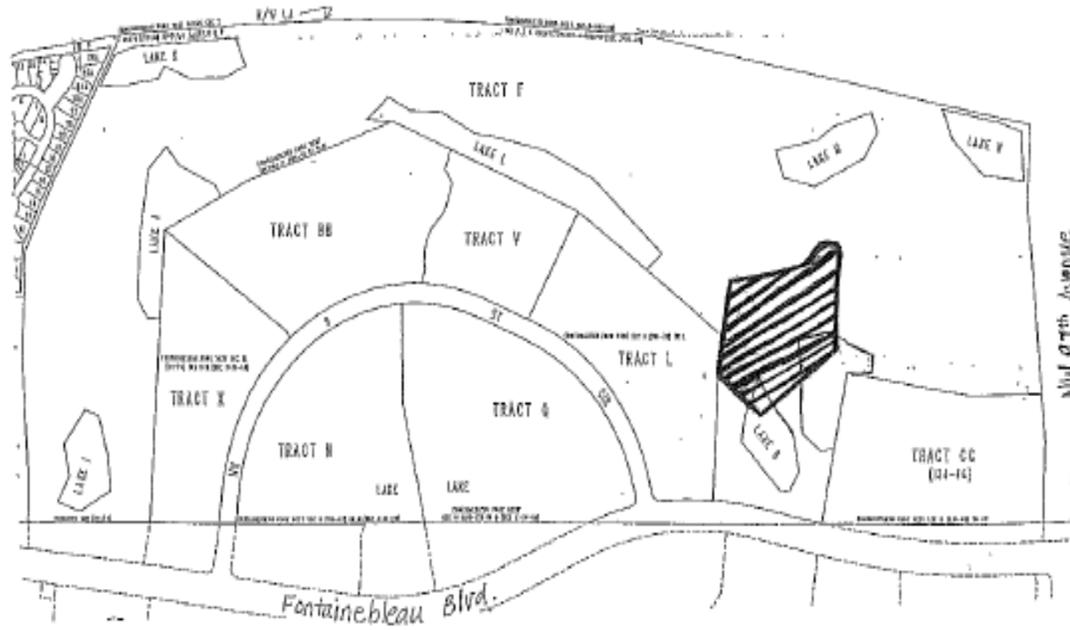
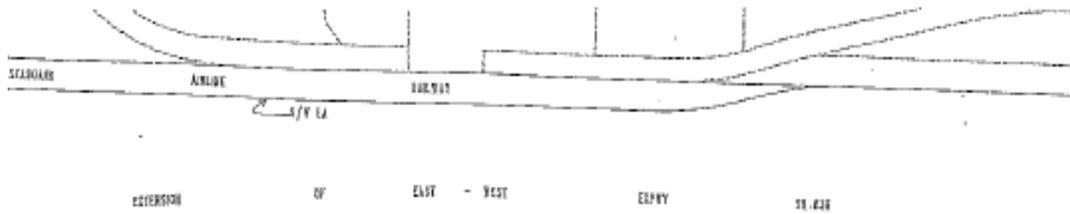
LOCATION MAP
APPLICATION TO AMEND THE MIAMI-DADE COUNTY
COMPREHENSIVE DEVELOPMENT MASTER PLAN

APPLICANT/REPRESENTATIVE:

Fontainebleau Lakes, LLC. c/o Felix M. Lasarte, Esq.

DESCRIPTION OF SUBJECT AREA:

Subject property consists of approximately 3.23 +/- gross acres of land (3.23 +/- net acres), located in Section 05, Township 53, Range 40, in unincorporated Miami-Dade County. This subject area is located at the Northwest corner of NW 97th Avenue and Fontainebleau Blvd.



Acres Owned By Applicant 3.23 +/- acres



Application Area 3.23 +/- acres

Exhibit "A"



SKETCH AND LEGAL DESCRIPTION

BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



LEGAL DESCRIPTION:

A PORTION OF TRACT "M" OF "FONTAINEBLEAU WEST" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 166, PAGE 45 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID TRACT "M"; THENCE ON THE BOUNDARY OF SAID TRACT "M" THE FOLLOWING 2 COURSES AND DISTANCES: 1) SOUTH 00°21'46" EAST 341.25 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY; 2) SOUTHERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 12°03'13" AN ARC DISTANCE OF 25.24 FEET; THENCE SOUTH 48°37'04" WEST 167.06 FEET; THENCE NORTH 18°19'18" WEST 154.98 FEET TO THE INTERSECTION WITH THE WESTERLY BOUNDARY OF SAID TRACT "M", A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 87°08'15" EAST; THENCE ON THE BOUNDARY OF SAID TRACT "M" THE FOLLOWING 6 COURSES AND DISTANCES: 1) NORTHERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 14°42'13" AN ARC DISTANCE OF 109.07 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY; 2) NORTHERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 702.00 FEET AND A CENTRAL ANGLE OF 11°10'02" AN ARC DISTANCE OF 136.82 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; 3) NORTHEASTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 78°14'07" AN ARC DISTANCE OF 34.14 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY; 4) NORTHEASTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 95.50 FEET AND A CENTRAL ANGLE OF 50°13'41" AN ARC DISTANCE OF 83.72 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; 5) NORTHEASTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 60°57'23" AN ARC DISTANCE OF 26.60 FEET TO A POINT OF TANGENCY; 6) NORTH 89°38'14" EAST 38.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 62,052 SQUARE FEET, 1.4245 ACRES.

NOTES:

- 1) BEARINGS ARE BASED ON THE EAST LINE OF TRACT "M" BEING S00°21'46"E.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4) Δ DENOTES: CENTRAL ANGLE.
- 5) O.R.B. DENOTES: OFFICIAL RECORDS BOOK.

FILE: SHOMA DEVELOPMENT

SCALE: N/A

ORDER NO.: 52929-1; 52949

DATE: 04/26/10 REV. 04/29/10

PORTION OF TRACT "M"

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2



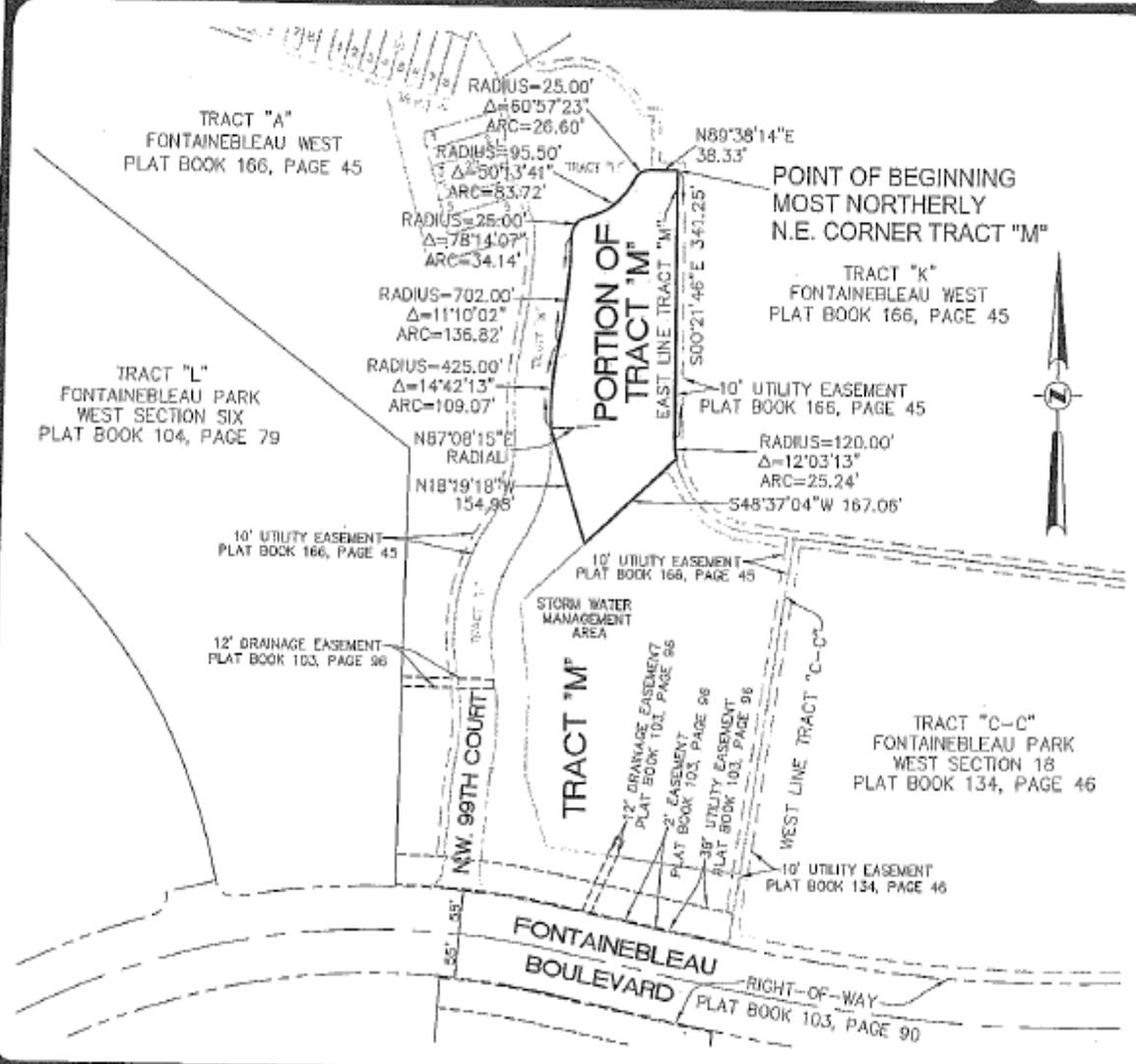
SKETCH AND LEGAL DESCRIPTION

BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandssurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



FILE: SHOMA DEVELOPMENT
SCALE: 1"=200'
ORDER NO.: 52929-1: 52949
DATE: 04/26/10 REV. 04/29/10
PORTION OF TRACT "M"

SHEET 2 OF 2 THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2



SKETCH AND LEGAL DESCRIPTION

BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandssurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



LEGAL DESCRIPTION:

A PORTION OF TRACTS "A", "M" AND "N", OF "FONTAINEBLEAU WEST" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 166, PAGE 45 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST EASTERLY SOUTHWEST CORNER OF SAID TRACT "A"; THENCE NORTH 00°49'59" EAST ON A WEST LINE OF SAID TRACT "A" 458.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°49'59" EAST ON SAID WEST LINE 100.85 FEET TO A CORNER OF SAID TRACT "A"; THENCE NORTH 05°26'41" EAST 234.03 FEET TO A CORNER OF SAID TRACT "A", ALSO BEING A SOUTHERLY CORNER OF TRACT "C" OF SAID PLAT; THENCE NORTH 73°40'12" EAST ON A NORTHERLY BOUNDARY OF SAID TRACT "A" AND ITS EASTERLY EXTENSION 214.31 FEET TO THE INTERSECTION WITH THE WESTERLY BOUNDARY OF SAID TRACT "M", A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 29°34'59" EAST; THENCE ON SAID WESTERLY BOUNDARY THE FOLLOWING 3 COURSES AND DISTANCES: 1) SOUTHWESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 59°44'35" AN ARC DISTANCE OF 26.07 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY; 2) SOUTHERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 702.00 FEET AND A CENTRAL ANGLE OF 11°10'02" AN ARC DISTANCE OF 136.82 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY; 3) SOUTHERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 14°42'13" AN ARC DISTANCE OF 109.07 FEET; THENCE SOUTH 18°19'18" EAST 154.98 FEET; THENCE SOUTH 87°09'18" WEST 89.35 FEET TO THE INTERSECTION WITH THE AFOREMENTIONED WESTERLY BOUNDARY OF TRACT "N", THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS SOUTH 54°41'11" EAST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 198.00 FEET, A CENTRAL ANGLE OF 14°57'15" FOR AN ARC DISTANCE OF 51.68 FEET; THENCE NORTH 62°00'23" WEST 145.75 FEET TO THE POINT OF BEGINNING.
CONTAINING 78,891 SQUARE FEET (1.8111 ACRES).

NOTES:

- 1) BEARINGS ARE BASED ON THE EAST LINE OF TRACT "A" BEING N00°49'59"E.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4) Δ DENOTES: CENTRAL ANGLE.
- 5) O.R.B. DENOTES: OFFICIAL RECORDS BOOK.

FILE: SHOMA DEVELOPMENT

SCALE: N/A

ORDER NO.: 52929-2; 52968

DATE: 04/26/10 BY: [signature]

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2



SKETCH AND LEGAL DESCRIPTION

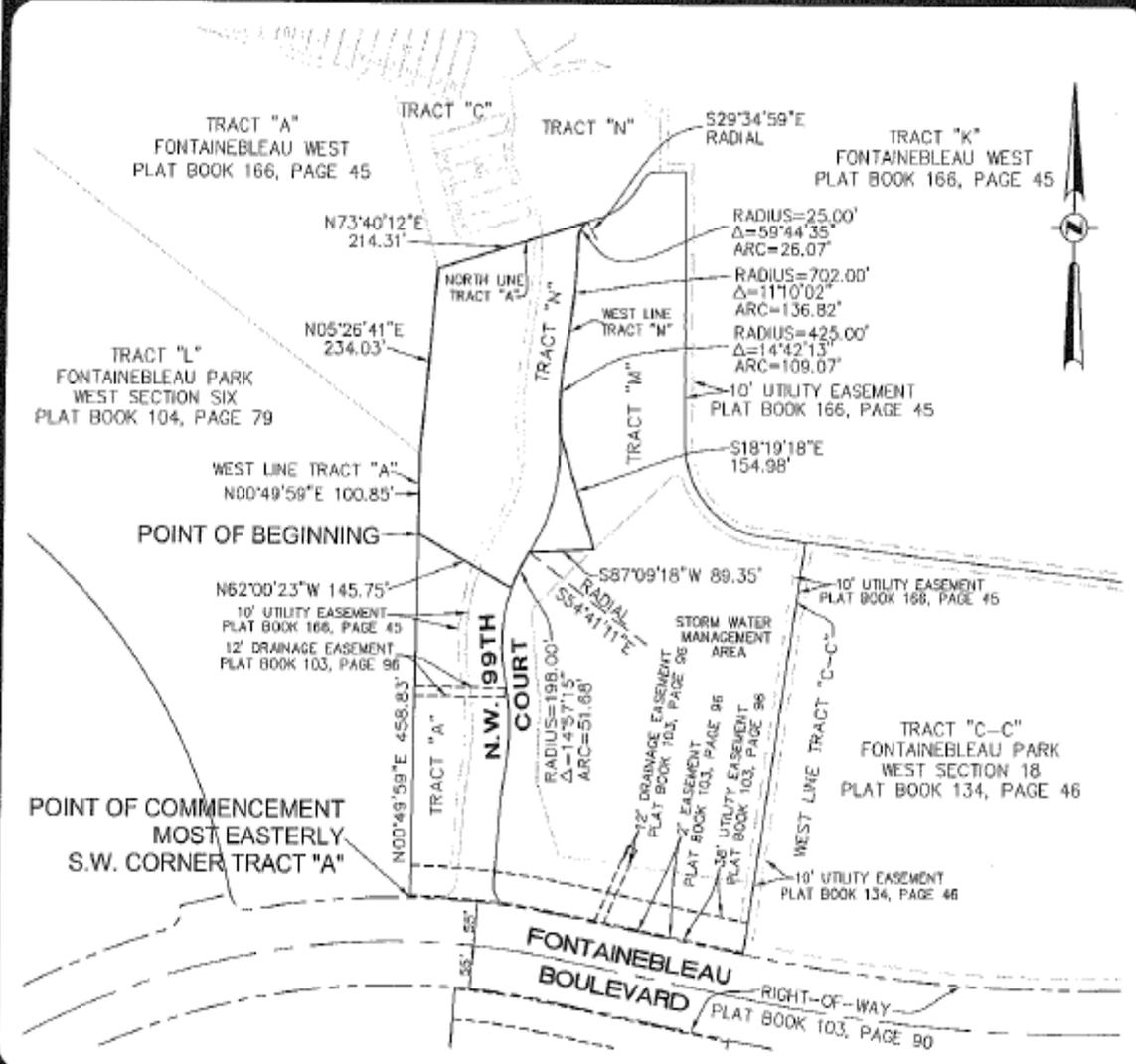
BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



FILE: SHOMA DEVELOPMENT
SCALE: 1"=200'
ORDER NO.: 52929-2; 52968
DATE: 04/26/10; REV. 05/07/10
PORTION OF TRACT "A"
MIAMI-DADE COUNTY, FLORIDA
FOR FONTAINEBLEAU WEST

SHEET 2 OF 2 THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

Exhibit "B"

DISCLOSURE OF INTEREST

This form or facsimile must be filed by all applicants having an ownership interest in any real property covered by an application to amend the Land Use Plan map. Submit this form with your application. Attach additional sheets where necessary.

1. APPLICANT(S) NAME AND ADDRESS:

APPLICANT A: Fontainebleau Lakes, LLC. _____

APPLICANT B: _____

APPLICANT C: _____

APPLICANT D: _____

APPLICANT E: _____

APPLICANT F: _____

APPLICANT G: _____

2. **PROPERTY DESCRIPTION:** Provide the following information for all properties in the application area in which the applicant has an interest. Complete information must be provided for each parcel.

<u>APPLICANT</u>	<u>OWNER OF RECORD</u>	<u>FOLIO NUMBER</u>	<u>SIZE</u>
A	Fontainebleau Lakes, LLC.	(a portion of Folio No.'s 30-3055-091-1610/1720/1730)	3.23 +/- Acres

3. For each applicant, check the appropriate column to indicate the nature of the applicant's interest in the property identified in 2. above.

<u>APPLICANT</u>	<u>OWNER</u>	<u>LESSEE</u>	<u>CONTRACT FOR PURCHASE</u>	<u>OTHER</u>
<u>A</u>	<u>X</u>			

4. DISCLOSURE OF APPLICANT'S INTEREST: Complete all appropriate sections and indicate N/A for each section that is not applicable.

a. If the applicant is an individual (natural person) list the applicant and all other individual owners below and the percentage of interest held by each.

<u>INDIVIDUAL'S NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
<u>N/A</u>	

b. If the applicant is a **CORPORATION**, list the corporation's name, the name and address of the principal stockholders and the percentage of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

CORPORATION NAME: Fontainebleau Lakes, LLC.

<u>NAME AND ADDRESS</u>	<u>Percentage of Stock</u>
<u>Please see Exhibit "D"</u>	

NOTICE: For changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest is required.

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

Signature of Applicants:

Signature: _____
Masoud Shojaee, President (Applicant's Signature)

The foregoing instrument was acknowledged before me this 29th day of APRIL, 2010, by MASOUD SHOJAE as PRESIDENT, on behalf of Fontainbleau Lakes, LLC. They are personally known to me or produced _____ (type of identification) as identification.

NOTARY PUBLIC

Mabel Q. Meras

(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires _____



*Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no one (1) person or entity holds more than a total of five per cent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

Exhibit “D”

DISCLOSURE OF ALL PARTIES IN INTEREST

Shoma Development Corp.
5835 Blue Lagoon Drive, 4th Floor
Miami, Florida 33126
100%

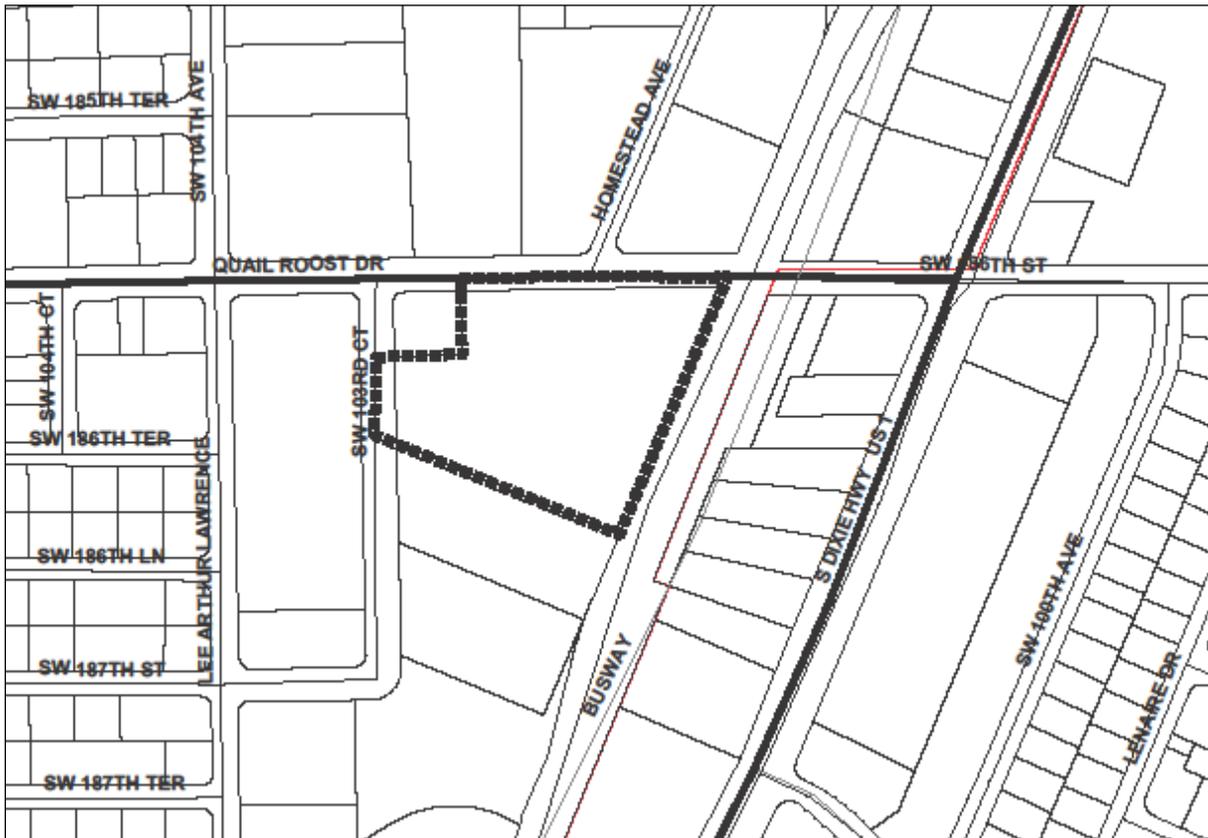


Fontainebleau Lakes, LLC
100%

- | | | | | | | | | |
|----|-----|--|----|-----|--|----|-----|---|
| 1. | 60% | Masoud and Maria Shojae
5835 Blue Lagoon Dr.
4 th Floor
Miami, Florida 33126 | 2. | 20% | Alexandra Lamas
5835 Blue Lagoon Dr.
4 th Floor
Miami, Florida 33126 | 3. | 20% | Jose Lamas
5835 Blue Lagoon Dr.
4 th Floor
Miami, Florida 33126 |
|----|-----|--|----|-----|--|----|-----|---|

**APPLICATION NO. 2
SMALL-SCALE AMENDMENT APPLICATION**

<u>Applicant</u>	<u>Applicant's Representative</u>
MMILKAS Enterprises, Inc,	Guillermo E. Olmedillo 1450 Madruga Avenue, Suite 407 Coral Gables. Florida 33146
Requested Amendment to the Land Use Plan Map From: BUSINESS AND OFFICE To: INDUSTRIAL AND OFFICE Location: Southwest corner of the intersection of SW 186 th Street and South Dade Busway. Acreage: Application area: 6.3 Gross Acres Application area: 5.78 Net Acres Acreage Owned by Applicant: 5.78 Acres	



Notes:

1. This page is not part of the Application
2. Disclosure of Interest contains only those applicable pages; all others were deleted.

APPLICATION TO AMEND THE COMPREHENSIVE DEVELOPMENT
MASTER PLAN

2010 APR 30 P 1:42

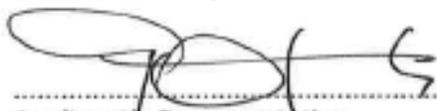
PLANNING & ZONING
METROPOLITAN PLANNING SECT

1. APPLICANT:

MILKAS ENTERPRISES, INC
W. R. MILLARD III, PRESIDENT
18721 SW 104TH. AVENUE
MIAMI, FLORIDA 33157

2. APPLICANTS REPRESENTATIVE:

GUILLERMO OLMEDILLO
1450 MADRUGA AVENUE. SUITE 407
CORAL GABLES, FLORIDA. 33146


.....
Applicant's Representative


.....
Date

3. DESCRIPTION OF THE REQUESTED CHANGE

- A. A change of the Land Use Element Land Use Map is requested.
- B. Subject property consists of 5.78 acres located in Section 5, Township 56, Range 40. The Property is more accurately described as: M/L POINT WEST PB 96-25 TR A LESS BEG SE COR TH N 67 DEG W450.44FT TO SW COR TH N217.60FT S 67 DEG E536.07FT TH S 22 DEG W200FT TO POB. Located at 10200 SW 186th. Street.
- C. Subject property consists of 5.78 acres.
- D. It is requested that the property be re-designated on the Future Land Use Plan Map from Business and Office to Industrial and Office.
- E. It is also requested that this application be processed as a "Small Scale Amendment", under the expedited procedures.

4. REASONS FOR AMENDMENT:

The property is presently improved with a 109,298 square foot structure rebuilt after Hurricane Andrew, parking and landscaping, meeting all the requirements of the Zoning Code.

The contract purchaser owns an industrial facility in the immediate area and needs the additional space to expand his growing operation. The existing structure will accommodate this need.

The existing structure does not meet the urban design requirements of the PECUCD and it is cost prohibitive to demolish a sound and well maintained structure in order to comply with the zoning ordinance.

5. ATTACHMENTS:

Aerial Photograph.
Appropriate disclosure forms.
Check for the application.

DISCLOSURE OF INTEREST

This form or a facsimile must be filed by all applicants having an ownership interest in any real property covered by an application to amend the Land Use Plan map. Submit this form with your application. Attach additional sheets where necessary.

1. APPLICANT (S) NAME AND ADDRESS:

APPLICANT A: M. Lucas Enterprises, Inc. 18721 SW 104 Ave.
 APPLICANT B: Miami, FL 33157
 APPLICANT C: _____
 APPLICANT D: _____
 APPLICANT E: _____
 APPLICANT F: _____
 APPLICANT G: _____

Use the above alphabetical designation for applicants in completing Sections 2 and 3, below.

2. **PROPERTY DESCRIPTION:** Provide the following information for all properties in the application area in which the applicant has an interest. Complete information must be provided for each parcel.

	APPLICANT	OWNER OF RECORD	FOLIO NUMBER	SIZE IN ACRES
A			30-6005-018-0010	5.19ac.

3. For each applicant, check the appropriate column to indicate the nature of the applicant's interest in the property identified in 2. above.

APPLICANT	OWNER	LESSEE	CONTRACTOR FOR PURCHASE	OTHER (Attach Explanation)
A				
Milcas Enterprises Inc			✓	

4. DISCLOSURE OF APPLICANT'S INTEREST: Complete all appropriate sections and indicate N/A for each section that is not applicable.

a. If the applicant is an individual (natural person) list the applicant and all other individual owners below and the percentage of interest held by each.

INDIVIDUAL'S NAME AND ADDRESS	PERCENTAGE OF INTEREST
W. R. McHard III	100%

b. If the applicant is a CORPORATION, list the corporation's name, the name and address of the principal stockholders and the percentage of stock owned by each. [Note: where the principal officers or stockholders, consist of another corporation (s), trustee(s), partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.]

CORPORATION NAME: Milcas Enterprises, Inc.

NAME, ADDRESS, AND OFFICE (if applicable)	PERCENTAGE OF STOCK
Milcas Enterprises, Inc. 18721 SW 104 Ave Miami, FL 33157	100%

- e. If the applicant is party to a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the principal officers, stockholders, beneficiaries, or partners. [Note: where the principal officers, stockholders, beneficiaries, or partners consist of another corporation, trust, partnership, or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

<u>NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
<u>Wizards Enterprises, LLC</u> <u>18721 SW 104 Ave</u> <u>Miami, FL 33157</u>	100%

Date of Contract: Jan 28, 2010

If any contingency clause or contract terms involve additional parties, list all individuals or officers if a corporation, partnership, or trust.

5. **DISCLOSURE OF OWNER'S INTEREST:** Complete only if an entity other than the applicant is the owner of record as shown on 2.a., above.

- a. If the owner is an individual (natural person) list the applicant and all other individual owners below and the percentage of interest held by each.

<u>INDIVIDUAL'S NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
<hr/>	
<hr/>	
<hr/>	

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of the final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and behalf.

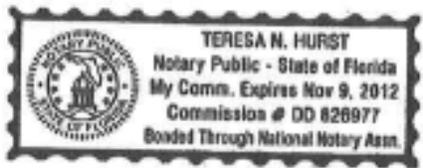
Applicant's Signatures and Printed Names

Warne R Millard III

Sworn to and subscribed before me

this 29 day of April, 2010

Teresa Hurst
Notary Public, State of Florida at Large (SEAL)



My Commission Expires:

Disclosure shall not be required of any entity, the equity interest in which are regularly traded on an established securities market in the United States or other country; or pension funds or pension trusts of more than five thousand (5,000) ownership interests; any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests including all interests at each level of ownership, and no one pension or entity holds more than a total of five (5) percent of the ownership interest in the partnership, corporation or trust; or of any entity, the ownership interest of which are held in a partnership, corporation or trust consisting of more than 5,000 separate interests and where no one person or entity holds more than a total of 5% of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

AGREEMENT WITH OPTION TO PURCHASE

THIS AGREEMENT is entered into this 28 day of JANUARY 2010 by and between FRENCHTEX INC, a Florida Corporation (hereafter FRENCHTEX) as Landlord/Seller and B & R PRODUCTS INC., and MILCAS ENTERPRISES INC, both Florida Corporations, as Tenant/Buyer and referred to collectively as the Parties.

WHEREAS, the Landlord/Seller owns the fee simple title to that certain real property located in Miami-Dade County, Florida, and more particular described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO.

WHEREAS, the Landlord/Seller and Tenant/Buyer want to enter into a Lease Agreement with Option to Purchase with the terms and conditions provided in this agreement,

NOW in consideration of an amount in excess of Ten (\$10.00) Dollars and other legal and valuable consideration, receipt of which is hereby acknowledged, the parties agree with each other as follows:

I. LEASE

a) Tenant/Buyer shall lease the above described premises from the Landlord/Seller under the following terms which will be reflected in that written Lease Agreement attached hereto and incorporated by reference herein and which the parties shall execute simultaneously with this agreement and is referred as Exhibit "A".

A) The Lease shall be for a period of FOUR (4) YEARS unless terminated earlier by Tenant/Buyer exercising this option to purchase or by written mutual agreement of the parties or

by default. The lease commencement date shall be February 1, 2010.

B) Basic monthly plus applicable sales tax shall be as follows:

1. First year:

First six months\$25,000.00 + taxes per month 2-01-2010 through 07-31- 2010

Second six months.....\$75,000.00 + taxes per month 08-1- 2010 through 01-31-2011

2. Second year..... \$80,000.00 + taxes per month 02-01-2011 through 01-31-2012

3. Third year.....\$85,000.00 + taxes per month 02-1- 2012 through 01-31-2013

4. Fourth year.....\$95,000.00 + taxes per month 02-1- 2013 through 01-31-2014

Each payment not received by the seventh (7th) day of the month shall carry a 5% penalty.

Tenant shall be responsible and pay for any and all repairs and maintenance to the premises, both in the interior and exterior of the property from the commencement of the lease, including but not limited to any repairs to electrical, plumbing, roof, structural, floor, parking lot , personal property such as fork lifts, storage racks, air conditioning equipment and or any other personal property on the premises.. In addition, Tenant will be responsible for paying all real property taxes, personal property taxes and insurance commencing on the second year of the lease, (02-01-2011) and thereafter. These expenses are considered additional rent under the lease agreement.

C). Leased Premises: The leased premises would consists of approximately 110,000 square feet of warehouse and office space and parking spaces at 10200 SW 186 Street, Miami , Florida 33157. See Survey exhibit attach hereto. The property is in "AS IS" conditions and Tenants accept the premises in its present conditions.

D) The lease shall be personally guaranteed by W.R. Millard, III.

E). No Deposit shall be required under the terms of the lease. However at the time of the exercise of the option to purchase the premises a \$10,000.00 deposit shall be required to be submitted by the Tenant/Buyer as part of the deposit under the sales and purchase agreement attached hereto. Said deposit shall be governed by the terms of the sales and purchase agreement.

F) Tenant shall be exclusively responsible for payments for service and deposits of any and all utilities including, waste pick up, water, phone and electricity from the commencement date of the lease. Present deposits for utilities shall be returned to Landlord and Tenant shall provide its own utilities deposits as required.

G) parties agree that FRENCHTEX, shall remain occupying its current office space and shall have total free access and use of its office space and the warehouse space identified as Warehouse Rack system lines 6 and 7. FRENCHTEX shall have said access and use until November 30, 2010

There shall be no charge to FRENCHTEX for this use.

H) Parties further agree that FRENCHTEX's present tenants, IDEA HOME and Anselmo Di Virgilio shall remain on its currently leased space, under the terms of its written lease agreement with FRENCHTEX, dated December 1, 2007 and which expires on December 1, 2010 at which time said tenants shall vacate.

I) The parties agree that the Tenant is aware of the present zoning classification of the premises and accepts the same as adequate and correct for its use. If the Tenant decides to apply for any zoning changes that may be required to operate the tenant's business, FRENCHTEX, will cooperate and assist the Tenant, however, any and all expenses, cost and financial responsibilities related to said zoning change shall be the exclusive responsibility of the

Tenant/Buyer. If Tenant requires any zoning changes to operate its business and after three years of trying, said zoning change has not been accomplished, Tenant may terminate the lease and option to purchase by providing written notice of its intent to cancel the lease and option to purchase for said reasons and include adequate evidence of the zoning changes attempts. If the lease is terminated under these circumstances both parties shall be released of any further obligations under this agreement, the lease, the option to purchase and the real estate sales and purchase agreement. Tenant shall hold harmless and indemnify the Landlord from any and all expenses related to said zoning changes.

II. OPTION

The tenant shall have an option to purchase the property described herein under the following terms and conditions:

1. SALES PRICE: Thirteen Million Dollars (\$13,000,000.00)

The option to purchase the premises for the price of Thirteen Million Dollars (\$13,000,000.00) can only be exercised by TENANT on 02-01-2012. The tenant would be responsible for the rent up to that date and continue to pay the rent under the lease until the closing takes place. If the option is exercised after the date of 02-01-2012, the sales price for the premises would increase by \$83,333.00 per each month after the date of 02-01-2012 until 01-31-2013. If the option is exercised after the date of 01-31-2013, the sales price would be \$14,000,000.00. The Tenant can only exercise the option if there is no default under the terms of said lease agreement. A default under the terms of the lease would constitute a waiver of the right to the option to purchase the real estate. If the option is not exercised during said time

period it is waived. The option would be exercised by TENANT giving written notice of its desire, executing the sales and purchase agreement attached hereto and sending it along with a deposit in the sum of Ten Thousand Dollars(\$10,000.00), all to be delivered to FRENCHTEX

2 Real property would be sold in "AS IS. The sales and purchase agreement would be contingent upon the Buyer being able to obtain the necessary financing from a third party lender and the financing figures and terms shall be included in the real estate purchase and sales agreement when the Tenant exercises its option to purchase and fills out the financing terms of the sales and purchase agreement..

3) Attached hereto is the Contract for Sale and Purchase of the Real Estate, and referred to as Exhibit "B", which shall be the contract to be executed by the parties when the option to purchase is exercised.

4) This agreement shall be binding on the parties hereto and their respective heirs and assigns. Further, this contract shall be govern by the laws of the State of Florida.

5) In case of default by the Tenant/Buyer in failing to pay the rent under the terms of the lease, or any other material breach or default of the lease, the parties hereto agree that a default under there shall also constitute a default under the agreement with option to purchase the real estate, and further, that the relationship between the parties shall be governed by the Landlord/Tenant Act of Florida, Chapter 83, Florida Statutes and that the Landlord shall be entitled to the summary procedure available to landlords to evict tenants. Tenant/Buyer hereby expressly, knowingly and willingly waives any right that he may have to a trial by jury concerning any dispute arising out of this agreement or the Lease Agreement. The prevailing

party on any litigation or dispute concerning this agreement, the Lease Agreement or the real estate sale and purchase agreement, shall be entitled to attorney's fees on any and all proceeding including appeals.

WE have read the foregoing and hereby affix our signatures in acceptance of the terms herein.


Witness:

Witness: *Abdel Ghan*


Witness:

Witness *Tony SATHAN*

LANDLORD/SELLER

FRENCHTEX INC.

By: Don M. Waters,
President



TENANT/BUYER

**B & R PRODUCTS INC. , and
MILCAS ENTERPRISES INC.**

By: W.R. MILLARD III
President as to both corporations



11 EXHIBIT - B 11

Commercial Contract
FLORIDA ASSOCIATION OF REALTORS®

1. PURCHASE AND SALE:

Milcas Enterprises
Inc. and or assigns ("Buyer")
agrees to buy and

Frenchtex Inc., a Florida Corporation ("Seller")
agrees to sell the property described as: Street Address:

Legal Description: Legal is attached hereto

and the following Personal Property: Forklift

A/C, fixtures and equipment on premises including awa system

(all collectively referred to as the "Property") on the terms and conditions set forth below. The "Effective Date" of this Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

2. PURCHASE PRICE:

- (a) Deposit held in escrow by \$ 10,000.00
- (b) Additional deposit to be made within _____ days from Effective Date \$ _____
- (c) Total mortgages (as referenced in Paragraph 3) \$ _____
- (d) Other \$ _____
- (e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn certified or cashier's check or wire transfer \$ _____

3. THIRD PARTY FINANCING: Within 5 days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for third party financing in the amount of \$ _____ or _____% of the purchase price to be amortized over a period of _____ years and due in no less than _____ years and with a fixed interest rate not to exceed _____% per year or variable interest rate not to exceed _____% at origination with a lifetime cap not to exceed _____% from initial rate, with additional terms as follows:

Buyer will pay for the mortgagee title insurance policy and for all loan expenses. Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within _____ days from Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be returned to Buyer in accordance with Paragraph 9.

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 5 Pages.
CC-1 © 1997 Florida Association of Realtors® Licensed to Alta Star Software, User Reg# 1441691
Software and Added Formatting Copyright 2000 Alta Star Software, Inc. All Rights Reserved. (305) 279-8888

4. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty deed other _____, free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any other matters to which title will be subject) existing zoning provided there exists at closing no violation of the foregoing and notice of them prevents Buyer's intended use of the Property as _____

(a) Evidence of Title: Seller will, at (check one) Seller's Buyer's expense and within 5 days from Effective Date prior to Closing Date from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one)
 a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above.
 an abstract of title, prepared or brought current by an existing abstract-firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within 30 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract charges and title examination.

(c) Survey: (check applicable provisions below)
 Seller will, within _____ days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction: _____ prepared for Seller or in Seller's possession, which show all currently existing structures.
 Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, Buyer will accept the Property with existing encroachments such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

(e) Possession: Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

5. CLOSING DATE AND PROCEDURE: This transaction will be closed in Miami Dade County County, Florida on or before the _____, 20____ or within _____ days from Effective Date ("Closing Date"), unless otherwise extended herein. Seller Buyer will designate the closing agent. Buyer and Seller will, within _____ days from Effective Date, deliver to Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

(a) Costs: Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll, tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements and financing statements.

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 5 Pages.
CC-2 © 1997 Florida Association of Realtors®, Licensed to All Star Software, User Reg#: 5449821.
Software and Added Formatting Copyright 1998 All Star Software, Inc. All Rights Reserved. (305) 279-8898

(c) Taxes, Assessments, and Prorations: The following items will be made current and prorated as of Closing Date as of _____; real estate taxes, bond and assessment payments assumed by Buyer, interest, rents, association dues, insurance premiums acceptable to Buyer, operational expenses and _____

If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Seller is aware of the following assessments affecting or potentially affecting the Property: _____

Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.

(d) FIRPTA Tax Withholding: The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold at closing a portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign person" as defined by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required and Buyer does not have cash sufficient at closing to meet the withholding requirement, Seller will provide the necessary funds and Buyer will provide proof to Seller that such funds were properly remitted to the I.R.S.

6. ESCROW: Buyer and Seller authorize

Telephone: _____ Facsimile: _____

Address: _____ to act as "Escrow Agent"

to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in a non-interest bearing escrow account an interest bearing escrow account with interest accruing to _____ with interest disbursed (check one) at closing

at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Buyer or Seller of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any defects in the property. (Check (a) or (b))

(a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

(b) Due Diligence Period: Buyer will, at Buyer's expense and within _____ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and investigations ("inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer shall deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of the inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit shall be immediately returned to Buyer and the Contract terminated.

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 5 Pages.

CC-2 © 1997 Florida Association of Realtors® Licensed to Alta Star Software, User Reg#: 1441821
Software and Added Formatting Copyright 2000 Alta Star Software, Inc. All Rights Reserved. (305) 279-8898

(c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

(d) **Disclosures:**

1. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
2. **Energy Efficiency:** Buyer may have determined the energy efficiency rating of the building, if any is located on the Real Property.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent without Buyer's consent.

9. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida laws and regulations.

10. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

11. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and expenses.

12. BROKERS: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) **Listing Broker:** None
who is an agent of _____
 a transaction broker a nonrepresentative and who will be
compensated by Seller Buyer both parties pursuant to a listing agreement other (specify): _____

(b) **Cooperating Broker:** None
who is an agent of _____
 a transaction broker a nonrepresentative and who will be
compensated by Buyer Seller both parties pursuant to an MLS or other offer of compensation to a cooperating
broker other (specify) _____

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Buyer or Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends or retains for _____

13. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise is not assignable is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 4 of 5 Pages.
CC-3 © 1997 Florida Association of Realtors®. Licensed to Alta Star Software. User Reg#: 1441821.
Software and Added Formatting Copyright 2000 Alta Star Software, Inc. All Rights Reserved. (305) 279-8998

EXHIBIT - B

14. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):
- | | | |
|---|--|--|
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Seller Warranty | <input type="checkbox"/> Existing Mortgage |
| <input type="checkbox"/> Section 1031 Exchange | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Seller Representations | <input type="checkbox"/> Seller Financing | <input type="checkbox"/> Other _____ |

This Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any written notice to any party's agent will be deemed delivery to that party.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

DEPOSIT RECEIPT: Deposit of \$ _____ by check other _____ received on _____ by _____
Signature of Escrow Agent

OFFER: Buyer offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by Seller and a signed copy delivered to Buyer or Buyer's agent no later than _____ a.m. p.m. on _____, Buyer may revoke this offer and receive a refund of all deposits.

Date: _____ BUYER: _____ Tax ID No: _____
Title: _____ W.R. Millard III Telephone: _____ Facsimile: _____
Address: _____

Date: _____ BUYER: _____ Tax ID No: _____
Title: _____ Telephone: _____ Facsimile: _____
Address: _____

ACCEPTANCE: Seller accepts Buyer's offer and agrees to sell the Property on the above terms and conditions (subject to the attached counter offer).

FRENCHTEX INC

Date: _____ SELLER: _____ Tax ID No: _____
Title: _____ by: DON A. WATERS, President Telephone: _____ Facsimile: _____
Address: _____

Date: _____ SELLER: _____ Tax ID No: _____
Title: _____ Telephone: _____ Facsimile: _____
Address: _____

Buyer (_____) and Seller (_____) acknowledge receipt or a copy of this page, which is page 3 of 3 pages.
The Florida Association of Realtors makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a Realtor. Realtor is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS and who subscribe to its Code of Ethics.
The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.
CC-1 © 1997 Florida Association of Realtors. Licensed to Alta Star Software. (Star Reg#: 144182).
Software and Added Formatting Copyright 2000 Alta Star Software, Inc. All Rights Reserved. (305) 279-8898

ALTA
STAR
SOFTWARE

32.140
 0' 0" East
 37' East
 13 NORTH



LOCATION SKETCH

N.T.S.

LEGAL DESCRIPTION: (DESCRIBED IN POLICY OF TITLE INSURANCE, CHICAGO TITLE INSURANCE COMPANY, SCHEDULE A, COMMITMENT NUMBER 1298149, BEARING AN EFFECTIVE DATE: 05-14-2008, AT 11:00 P.M.)

Tract "A", POINT WEST, according to the Plot thereof recorded in Plot Book 56, of Page 25, of the Public Records of Miami-Dade County, Florida.

LESS AND EXCEPTING: According to the plot of POINT WEST recorded in Plot Book 96, Page 25, of the Public Records of Miami-Dade County, Florida, begin of the Point of Beginning of the Southeast corner of Tract A shown on said plot, thence from this established Point of Beginning, run North 67 degrees 28 minutes 38 seconds West for a distance of 450.44 feet to the Southwest corner of Tract "A" shown on said plot; thence run North 00 degrees 39 minutes 21 seconds West for a distance of 217.60 feet to a point, and from this point thence run South 67 degrees 26 minutes 38 seconds East for a distance of 526.07 feet to a point, and from this point thence run South 22 degrees 31 minutes 22 seconds West for a distance of 200 feet to the Point of Beginning of this description.

TITLE EXCEPTIONS

ENGINEERING COMPANY, INC.
 Engineers Planners Surveyors

PH: (305) 324-3671
 FAX: (305) 324-0808

WEB SITE: www.bicoyngeengineering.com
 E-MAIL: info@bicoyngeengineering.com

ORDER #	DATE	P.A. #	DESCRIPTION
05-75882	03-28-08	2674	BOUNDARY SURVEY
05-78029	08-27-08	2679 / 22	ORGANIC SURVEY

PERSONAL GUARANTEE OF LEASE

WHEREAS, a certain Lease Agreement, hereinafter referred to as the "Lease," of even date herewith has been, executed by and between Frenchtex Inc., a Florida corporation, referred to as "Landlord," and **B & R Products Inc. , a Florida Corporation and Milcas Enterprises Inc. ,** therein and herein referred to as "Tenant," covering certain premises at **10200 SW 186 Street Miami florida 33157,** Miami-Dade County, State of Florida, and;

WHEREAS, the Landlord under the Lease required as a condition to its execution of the Lease that the undersigned guarantee the full performance of the obligations of the Tenant under the Lease; and;

WHEREAS, the undersigned is desirous that Landlord enter into the Lease with Tenant.

NOW, THEREFORE, in consideration of the execution of the Lease by Landlord and in consideration of other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned hereby unconditionally guarantees the full faithful and punctual performance of each and all of the terms, covenants, agreements and conditions of the Lease to be kept and performance by the Tenant in accordance with and within the time prescribed by the Lease, including, but not limited to, the payment of all rentals and other charges to accrue there under. The undersigned further agrees as follows:

1. This covenant and agreement on its part shall continue in favor of the Landlord notwithstanding any extension, modification, amendment, or alteration of the Lease entered into by and between the parties thereto, of their successors or assigns, and notwithstanding any assignment of the Lease, with or without the consent of the Landlord, and no extension, modification, amendment, alteration or assignment of the Lease, and no forbearance which may be granted to Tenant, and no waiver by Landlord, and no other agreements between Landlord and Tenant (with or without notice to or knowledge of the undersigned) shall in any manner release or discharge the undersigned.

2. This Guarantee will continue unchanged by any bankruptcy, reorganization or insolvency of the Tenant or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Tenant.

3. Landlord, may, without notice, assign this Guarantee of Lease in whole or part and no

Assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the Undersigned hereunder.

4. The liability of the undersigned under this Guarantee of Lease shall be primary and in any right of action which shall accrue to Landlord under the Lease, the Landlord may, at its option, proceed against the undersigned without having commenced any action, or having obtained any judgment, against the Tenant.

5. The undersigned shall pay Landlord's attorney's fees, including appellate fees, and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guarantee of Lease against the undersigned, individually, and jointly.

6. The undersigned does hereby waive any and all notices and demands by the Landlord, including, but not limited, default in the payment of rent or any other amount contained or reserved in the Lease.

7. The undersigned hereby waives (a) a notice of acceptance of this Guarantee, (b) demand of payment, presentation, and protest, (c) all right to assert or plead any statute of limitations as to or relating to this Guarantee of Lease, (d) any right to require the Landlord to proceed against the Tenant or any other Guarantor or any other person or entity liable to the Landlord, (e) any right to require Landlord to apply to any default any security deposit or other security it may hold under the Lease, (f) any right to required Landlord to proceed under any other remedy Landlord may have before proceeding against Guarantor, (g) any right of subrogation.

8. The undersigned does hereby subrogate all existing or future indebtedness of the Tenant under the Lease.

9. The obligations of the Tenant under the Lease to execute and deliver estoppel statements and financial statements, as therein provided shall be deemed to also require the Guarantor hereunder to do and provide the same relative to Guarantors.

The use of the singular herein shall include the plural. The obligation of two or more parties shall be joint and several. The terms and provisions of this Guarantee shall binding upon and inure to the benefit of the benefit of the respective successors and assigns of the parties herein named.

IN WITNESS WHEREOF, the undersigned has caused this Guarantee of Lease to be executed as of even date with said Lease.

Signed, sealed, and delivered

In the presence of:

[Signature]
Print Name: Abdel LOUAI
[Signature]
Print Name: IONY SARKAN

GUARANTOR:

[Signature]
W.R. Millard III, Individually

Home Address: 12900 SW 189 St
Miami, FL 33177

S.S.# 261-06-7162

Driver License # M463-896-57-169-0
B/D: 5/9/57

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SWORN TO AND SUBSCRIBED to before me this 28 Day of January, 2010
by W.R. Millard III *Teresa N. Hurst*
 who is personally known to me or
 has produced Florida Drivers Licensed as identification.



Teresa N. Hurst
Print Name:
Notary Public, State of Florida

This Page Intentionally Blank

APPLICATION NO. 3

**APPLICATION REQUESTING AMENDMENT TO THE
COMPREHENSIVE DEVELOPMENT MASTER PLAN**

1. APPLICANT

Miami-Dade County Department of Planning and Zoning
111 NW 1 Street, Suite 1210
Miami, Florida 33128-1972
(305) 375-2835

2. APPLICANT'S REPRESENTATIVE

Marc C. LaFerrier, AICP, Director
Miami-Dade County Department of Planning and Zoning
111 NW 1 Street, Suite 1210
Miami, Florida 33128-1972

By:  April 30, 2010

3. DESCRIPTION OF REQUESTED CHANGES

The following changes are requested to the Capital Improvements Element (CIE)¹:

- A. In the CIE Schedules of Improvements, Tables of Proposed Projects, modify the following currently adopted tables as indicated in the attached tables: Table 2, Aviation; Table 3, Coastal Management; Table 4, Conservation; Table 5, Drainage; Table 6, Park and Recreation; Table 7, Seaport; Table 8, Sewer Facilities; Table 9, Solid Waste Management; Table 10, Traffic Circulation; Table 11, Mass Transit; and Table 12, Water Facilities.

Proposed additions are listed under the heading "Proposed Additions, April 2010 CDMP Amendment Cycle". Proposed deletions are indicated by items being ~~stricken through~~ and footnoted accordingly. All other Proposed Projects already exist in the CIE and remain essentially unchanged.

- B. Revise any other summary table or related text in the Capital Improvements Element as necessary to be consistent with the additions, deletions, or changes made by Part A of this application.

¹ Note: (The proposed updated Tables are not presented in the Applications Report but will be published in the Initial Recommendations Report in August 25, 2010 for reasons noted below.)

4. REASONS FOR CHANGE

In accordance with Chapter 163, Part II, Florida Statutes as modified by the Growth Management Act of 2005, addition or deletion of projects along with the deferral or delay of the dates of construction projects in the Schedules of Improvements of the Capital Improvements Element must be accomplished by Plan amendment. Changes to the Schedules of Improvements that do not require an amendment but may be adopted by ordinance and transmitted to the Florida Department of Community Affairs (DCA) for record keeping purposes only include the following: a) corrections and modifications concerning costs of a project already included in the adopted schedule; b) corrections and modifications concerning revenue sources; and c) acceptance of facilities pursuant to dedications, which are consistent with the plan.

As conditions and priorities in the community change, the programs of capital facilities for the respective functional areas require modification. The requested changes contained in the application were initiated by the various operating departments and include, when necessary, adjustments to the scheduling, projects costs, or revenue levels and sources.

There are numerous reasons why operating departments propose to add or delete projects or defer or delay the dates of construction projects. Generally, they do so in following their department's capital improvements strategy, which, in turn, is driven by their functional plans and the associated element(s) of the CDMP. Most often, projects are added as needed and deleted as they are finished or no longer needed. The schedule date of construction of capital projects is the time in which construction is projected to be completed and the project becomes operational. The dates of construction projects can be delayed or deferred due to several reasons such as land acquisition, design, or permitting issues. Reasons for specific proposals will be outlined in the Initial Recommendations report.

It should be noted that the CDMP Capital Improvements Element (CIE) is closely coordinated with the production of the County's Resource Allocation and Multi-Year Capital Plan, in particular, the formulation of the County Manager's proposed budget that is published in June. The schedule for publishing April cycle CDMP amendment applications precedes the schedule for preparing the capital budget. Thus, the updated tables of CIE projects are not finalized at the time of printing of this application; the updated CIE tables will be published in the Initial Recommendations Report to be issued in August 2010 and will reflect the proposed budget. The proposals to be published will be subject to further review and adjustment during the period between their initial publication and prior to their final adoption as CDMP amendments in November, 2010, to reflect the Capital Budget adopted in September 2010.

5. ADDITIONAL MATERIALS SUBMITTED

None

APPLICATION NO. 4

**APPLICATION REQUESTING AMENDMENT TO THE
COMPREHENSIVE DEVELOPMENT MASTER PLAN**

1. APPLICANT

Miami-Dade County Department of Planning and Zoning
111 NW 1 Street, Suite 1210
Miami, Florida 33128-1972
(305) 375-2835

2. APPLICANT'S REPRESENTATIVE

Marc C. LaFerrier, AICP, Director
Miami-Dade County Department of Planning and Zoning
111 NW 1 Street, Suite 1210
Miami, Florida 33128-1972

By:  April 30, 2010

3. DESCRIPTION OF REQUESTED CHANGES

Add a new Optional COMMUNITY DESIGN AND HEALTH ELEMENT to the CDMP

4. REASONS FOR CHANGE

The purpose of this new element is to adopt urban design policies that will increase physical activity, improve pedestrian and bicycle safety, provide easy access to healthy foods and protect natural systems. Implementation of these policies through the zoning code, capital improvements and private development will decrease dependency on automobile use and improve public health.

5. ADDITIONAL MATERIALS SUBMITTED

None

This Page Intentionally Blank

APPLICATION NO. 5

APPLICATION REQUESTING AMENDMENT TO THE COMPREHENSIVE DEVELOPMENT MASTER PLAN

1. APPLICANT

Miami- Dade County Department of Planning and Zoning
111 NW 1 Street, Suite 1110
Miami, Florida 33128-1972
(305) 375-2840

2. APPLICANT'S REPRESENTATIVE

Marc C. LaFerrier, AICP, Director
Miami-Dade County Department of Planning and Zoning
111 NW 1 Street, Suite 1110
Miami, Florida 33128-1972

By:  April 30, 2010

3. DESCRIPTION OF REQUESTED CHANGES

A. Change the text on Page I-63 of the Land Use Element as follows:

Open Land Subarea 4 (East Everglades Residential Areas). This subarea is bounded on the north, west and southwest by Everglades National Park, on the east by Levee 31N, and on the south by SW 168 Street. Uses which may be considered for approval in this area are seasonal agriculture production², limited raising of livestock, nurseries, tree farms and rural residences at a density of 1 dwelling unit per 40 acres, or 1 dwelling unit per 20 acres if ancillary to an established agricultural operation, or 1 dwelling unit per 5 acres, after such time as drainage facilities become available to protect this area from a one-in-ten-year flood event in keeping with the adopted East Everglades zoning overlay regulation (Section 33B, Code of Miami-Dade County) and compatible and necessary utility facilities. Uses that could compromise groundwater quality shall not occur in this area.

1 Miami-Dade County shall formulate and adopt a zoning overlay or other land development regulations specific for land designated Open Land Subarea 4 (East Everglades Residential Areas) on the CDMP Land Use Plan map to specifically address the type of agriculture production uses, and the limited raising of livestock uses that are permitted; that also considers that there is no flood protection provided in this subarea.

4. REASON FOR CHANGE

The text of Land Use Element currently allows 'seasonal agriculture' in Open Land Subarea 4 (East Everglades Residential Areas). The Department of Planning and Zoning (DP&Z), the Department of Environmental Resource Management (DERM) and the Miami-Dade County Agricultural Practices Advisory Board (APAB) have been working to update the seasonal agriculture language in Open Land Subareas.'

During the October 2009 CDMP Amendment Cycle, a text amendment application was privately filed seeking to include nurseries and tree farms in Open Land Subarea 1 (Snake-Biscayne Canal Basin). The DP&Z recommended the addition of tree farms and nurseries for Open Land Subarea 1. Staff also recommended deleting the reference to 'seasonal agriculture' from the text and recommended adding 'agricultural production and limited raising of livestock' to the list of allowed uses within the subarea. The subject text amendment seeks to allow the same agricultural uses in Open Land Subarea 4.

5. ADDITIONAL MATERIAL SUBMITTED

None

