

**MIAMI-DADE COUNTY
FINAL OFFICIAL MINUTES
Board of County Commissioners Zoning Board**

Board of County Commissioners
Stephen P. Clark Government Center
111 NW 1st Street
Miami, Florida 33128

July 22, 2010
As Advertised

Harvey Ruvin, Clerk
Board of County Commissioners

Diane Collins, Acting Division Chief
Clerk of the Board Division

Jill Thornton, Commission Reporter
(305) 375-2505



**CLERK'S SUMMARY AND OFFICIAL MINUTES
BOARD OF COUNTY COMMISSIONERS ZONING HEARING
July 22, 2010**

The Board of County Commissioners met in regular session in the County Commission Chambers on the Second Floor of the Stephen P. Clark Government Center, 111 NW First Street, Miami, Florida at 9:30 a.m., July 22, 2010, there being present upon roll call: Chairman Dennis Moss, and Commissioners Bruno Barreiro, Audrey Edmonson, Carlos Gimenez, Sally Heyman, Joe Martinez, Dorrin Rolle, Katy Sorenson and Javier Souto; (Commissioners Barbara Jordan, Rebeca Sosa, Natacha Seijas and Jose "Pepe" Diaz were absent); Assistant County Attorneys Joni Armstrong-Coffey, Craig Collier and John McInnis; Department of Planning and Zoning Director Marc LaFerrier; and Deputy Clerks Doris Dickens and Jill Thornton.

Chairman Moss called the meeting to order at 10:30 a.m., and at his request, a moment of silence was observed, followed by the Pledge of Allegiance. He also asked everyone present to include Commissioner Sosa's husband and the people of Haiti in prayer during the moment of silence.

ALL WITNESSES WERE SWORN IN BY THE CLERK PRIOR TO MAKING THEIR PRESENTATIONS BEFORE THE BOARD.

Mr. Marc LaFerrier, Department of Planning and Zoning (DP&Z) Director, advised that to date, no applications or items had been scheduled for the July 23, 2010 BCC Zoning meeting. He requested the July 23rd Zoning meeting be cancelled, and all items deferred today (7/22) be continued to the October 7, 2010 BCC Zoning meeting.

It was moved by Commissioner Heyman that the July 23, 2010 BCC Zoning meeting be cancelled. This motion was seconded by Commissioner Sorenson, and upon being put to a vote, passed 8-0. (Commissioners Diaz, Jordan, Sosa, Seijas and Gimenez were absent.)

DP&Z Director Marc LaFerrier announced, in accordance with the Code of Miami-Dade County, that all items on today's zoning agenda were legally advertised, all notices were mailed and all properties were posted within the prescribed time frame. He noted that additional copies of the agenda were available in the Commission Chamber, and he presented the procedures to be followed during today's proceedings.

The official interpreters were sworn in by the Clerk.

Mr. LaFerrier presented the following application:

A. VALENCIA SCHOOL DEVELOPMENT, LLC (10-5-CC-3/09-106)

Mr. LaFerrier, DP&Z Director, noted on record was a request submitted by the applicant that the foregoing application be deferred.

Mr. Felix Lasarte, 5835 Blue Lagoon Drive, attorney representing the applicant, appeared and noted the applicant retained him yesterday and requested this application be withdrawn, rather than deferred.

It was moved by Commissioner Sorenson that the application, Valencia School Development, LLC, be withdrawn, as requested by the applicant. This motion was seconded by Commissioner Rolle, and upon being put to a vote, passed 9-0. (Commissioners Diaz, Jordan, Sosa and Seijas were absent).

The resolution approved by the Board to withdraw this application is set forth in the Record of Resolutions and assigned Zoning # Z-04-10.

Mr. LaFerrier advised Board members that finalizing and executing signed covenants for the four remaining applications would be problematic, and requested that if any of the remaining applications were approved, the following condition be added: "within 30 days of the public hearing approval, a declaration of restrictions running with the land, in proper recordable form, shall be submitted to and meet with the approval of the Director of DP&Z; said declaration of restriction shall be to the effect that the property shall be developed substantially, in accordance with the plans submitted for the hearing."

In response to Chairman Moss' inquiry regarding whether the Board could impose this condition, Assistant County Attorney Joni Armstrong-Coffey noted the remaining applications were not requests for re-zoning, but requests for special exceptions or other conditional approvals; therefore, the condition stated by the DP&Z Director was appropriate.

Later in the meeting, Chairman Moss requested clarification on whether the DP&Z Director was asking the Board to amend the applications approved today (7/22) to add the language in the condition he previously stated, to which, Mr. LaFerrier confirmed this was correct.

Mr. LaFerrier presented the following application:

1. RENAISSANCE CHARTER SCHOOL, INC (10-7-CC-1/09-071)

Mr. Hugo Arza, 1768 SW 15 Street, attorney representing the applicant, and Co-counsel Bob De La Fuente, 1441 Brickell Avenue, appeared before the Board in support of the foregoing application. Mr. Arza noted the applicant was seeking a special exception to permit expansion of Renaissance Charter School, Inc., an existing public charter school in the City of Doral and within the Miami International Airport's (MIA's) critical approach/departure zone. He noted this school was established in 1988 by a community council, prior to the City of Doral incorporating, and was capped at 500 students. He further noted the school's subsequent growth and the community's demand for additional student stations led the applicant to seek modification of the existing resolution establishing the school. In May 2009, the applicant secured approval from the City of Doral to increase the number of students to 650; however, because the school was within MIA's critical approach/departure area, approval was needed from dual jurisdictions, he noted. Mr. Arza advised that since going before the Development Impact Committee (DIC) last September, the only County department that objected to this

application was the Public Works Department (PWD). He noted the applicant and he worked closely with the PWD to alleviate the concerns about traffic, and reached a resolution that included establishing a series of traffic conditions.

After calling for opposing witnesses and hearing none, Chairman Moss asked the DP&Z Director to advise him of staff's recommendation.

Mr. LaFerrier noted the DIC recommended approval of this application.

Assistant County Attorney Armstrong-Coffey suggested an amendment to this application, if approved, to incorporate into the Declaration of Restrictive Covenant all the conditions proposed by the DIC, and those contained in the draft declaration, along with the condition previously stated by the DP&Z Director; and to provide that the covenant be submitted within the 30-day time frame prescribed in the Director's condition.

Commissioner Martinez presented and moved a resolution to approve the foregoing application, Renaissance Charter School Inc, with amendments to incorporate into the Declaration of Restrictive Covenant all conditions imposed by the Developmental Impact Committee (DIC) and those contained in the draft declaration, plus the following condition: within 30 days of the public hearing approval, a declaration of restrictions, running with the land, in proper recordable form, shall be submitted to and meet with the approval of the Director of the DP&Z; said declaration of restriction shall be to the effect that the property shall be developed substantially in accordance with the plans submitted for the hearing. This motion was seconded by Commissioner Gimenez, and upon being put to a vote, passed 9-0. (Commissioners Diaz, Jordan, Sosa and Seijas were absent).

The foregoing resolution was adopted by the Board and is set forth in the Record of Resolutions and assigned Zoning # Z-05-10.

Mr. LaFerrier presented the following application:

2. THE OFFICE PARK, LLC (10-7-CC-2/09-157)

Mr. Gilberto Pastoriza, 2525 Ponce De Leon, attorney representing the applicant; Mr. Luis Machado, applicant/property owner; Mr. Luis Castellon, Architect; and Mr. Richard Garcia, Traffic Engineer, appeared in support of the foregoing application. Mr. Pastoriza noted the applicant was seeking a special exception to permit an office building at 9790 SW 107th Court to be made suitable for use by Santa Fe Academy, a public charter school (Grades K-5). He further noted the applicant was also seeking an amendment to the existing covenant, and would proffer one that would reflect the new use of this property. Mr. Pastoriza noted although a contract with Miami-Dade School Board provided for 652 student stations at this school and for classes to start in the 2010/11 school year, the applicant agreed to limit the number of students to 337. He described the entities bordering this property and its frontage facing SW 107th Avenue. Mr. Pastoriza said he believed the proposed use was compatible with the Comprehensive Development Master Plan (CDMP) and consistent with the permitted uses under RU-5A Office/Residential Zoning designated for this area.

Mr. Pastoriza noted, due to the current economy, the property owner did not find tenants to rent spaces in the new office building, but did procure a contract in May 2010 with the School Board for a charter school on this property. He also noted the property owner received approval for a re-zoning at prior zoning hearings where he entered into a covenant, and in keeping with that covenant, agreed to provide a gate that would allow SW 107th Court to be accessed by emergency vehicles only. He further noted he felt that changes made to the site plan pursuant to discussions between the applicant and County staff were minor, and therefore did not warrant a revised site plan; adding that a new plan would necessitate a future hearing, and would postpone approval of this application and the opening of the school. He also noted it would burden the parents of the 175 students already enrolled in this school, and impact 17 new jobs.

Mr. Pastoriza noted the applicant agreed to construct a sidewalk on 107th Court as required by the Public Works Department (PWD), and proffered the existing sidewalk and covered pathway (archway) as sufficient area to satisfy PWD's required 4-foot clearance (pathway) from the drop-off/pick up point to the building. The applicant also proffered to create within the queue lane, a T-turnaround, to be monitored by school staff, and for vehicles to turn around and exit the north side of the property in order to alleviate concerns for potential traffic congestion on 107th Avenue. Three shifts for student drop-off/pick up would be provided, as well as before/after school activities for students attending this school, which would also assist to alleviate traffic concerns, Mr. Pastoriza noted. He asked the Board to approve this application.

Chairman Moss opened the public hearing on the foregoing application, and the following persons appeared in support:

1. Mr. Michael Strader, Charter School Associates, Inc., 4300 N. University Drive, Sunrise, FL
2. Ms. Yesenia Cantillo, Principal, Sante Fe Academy, (address not given)
3. Ms. Victoria Ramos, Teacher, Summerville Advantage Academy, 11575 SW 243rd St
4. Ms. Veronica Ros, School Teacher, Sante Fe Academy, 10130 SW 108th Street
5. Ms. Elizabeth Serrano, future employee of Sante Fe Academy, 10512 SW 142nd Court

At the request of Mr. Strader, Chairman Moss asked all those present in support of this application to stand and be recognized.

6. Mr. Raimundo (Ray) Castellanos, Sr., 10773 SW 97th Terr, appeared on behalf of the neighbors residing directly west of and adjacent to the subject property. He noted the neighbors were not opposed to this school per se, but were concerned for the safety of the neighborhood children. He noted the neighbors were opposed to any change to the original covenant, which allowed only emergency vehicles to access 107th Court and to any gate other than the one approved in the original covenant. The neighbors requested that 'no parking' signs be posted in the area; that asphalt be removed from the north side of the property and replaced with grass; and that the maximum number of students permitted at this school be reduced from 652 to 325.

7. Mr. Raimundo (Ray) Castellanos, Jr., 10773 SW 97th Terr, noted his position was the same as his father's (the previous speaker's) position; and that access to SW 107th Court would create a safety issue for the community. He requested the existing covenant be strongly enforced.

8. Mr. Luis Machado, the applicant, noted the original covenant allowing only emergency vehicles to access SW 107th Court was not changed and the gate he proffered was approved in the original covenant, but was removed during construction and would be replaced pursuant to the original covenant. He also noted the asphalt driveway was approved in the original covenant as well, but he was willing to replace it with grass to appease the neighbors. Mr. Machado said he had done everything within his power to address the neighbors' concerns.

Hearing no other persons wishing to speak in connection with this application, Chairman Moss closed the public hearing.

Commissioner Sorenson asked if anything stated in today's (7/22) testimony would change staff's recommendation.

Mr. LaFerrier noted that based on today's (7/22) testimony, staff would not change the recommendation for denial, which came from the Development Impact Committee (DIC), and was based on the existing site plan and concerns with the potential impact of traffic on the neighboring community. He also noted the conditions the applicant proffered today (7/22) were not reviewed by the DIC, thus, he could not say whether any of these changes would alleviate the DIC's concerns. Mr. LaFerrier noted the DIC was concerned about the inability of stacking more than seven vehicles in the queue lane, considering the possibility of 336 vehicles (1 per student) entering and exiting this property at 107th Avenue, which was a very busy road with only one turn in and out. He added that staff felt this could cause safety issues and an overflow of traffic onto SW 107th Court.

Commissioner Sorenson expressed concern that the applicant had worked with staff since 2009 to address these issues.

Mr. Pastoriza clarified that according to the traffic engineer, the queue lane contained 20 spaces and vehicles would be stacked in shifts, 20 minutes apart. He noted he did not believe that the queuing would equal 336 trips into and out of the school, since the applicant would establish three shifts for student drop-off/pickup, and vans to transport the students. He also noted the applicant proffered a slight modification to the site plan to create a T-turnaround area within the queue lane, in order to resolve PWD's concerns regarding vehicles unable to exit on the north side of the property.

Commissioner Sorenson asked to hear from PWD staff regarding the outstanding issues.

Mr. Jeff Cohen, Assistant Chief, PWD Traffic Engineering Division, noted the applicant needed to address the issue of vehicles stacking in the queue lane by providing at least five vans that hold 10 children each; establish three shifts at 30 minutes apart; and address the required 4-foot clear zone requirement. He noted the applicant's proposal to combine the existing sidewalk with the arcade sidewalk would not satisfy the 4-foot requirement because the clearance between the vehicles and the school structure needed to be at least four feet and separated by a curb to prevent vehicles from running into the building. Mr. Cohen also noted that before realizing a covenant was in-place regarding the gate, PWD staff suggested that in the event of an emergency, vehicles be allowed to exit the property onto SW 107th Avenue through the access

gate; but now was suggesting that a parking space be provided for inbound vehicles to turnaround and move out of the queue onto SW 107th Avenue, guided by school staff. He further noted that staff's suggestion was to re-purpose a parking stall without fundamentally changing the site plan; however, the applicant proffered a modification to the site plan to create a T-turnaround that was awkward in location and difficult to get out of. Mr. Cohen noted he understood the applicant and parents' urgency to open the school this year, but the unaddressed issues were significant, critical safety issues.

Commissioner Sorenson asked if the unresolved issues could somehow be addressed today (7/22), to which Mr. Pastoriza responded that he and the applicant were willing to meet with PWD and DP&Z staff now to quickly resolve them.

Chairman Moss permitted a delay in the ruling of this application until later in the meeting to allow the applicant and staff an opportunity to resolve these issues.

Later in the meeting, after negotiations between DP&Z and PWD staff and the applicant were completed, the Board reconvened to consider this matter further.

Responding to Commissioner Sorenson's inquiry regarding whether the applicant and staff had reached an agreement, Mr. LaFerrier noted the applicant agreed to additional conditions. Mr. LaFerrier also pointed out the manner in which the issues were resolved today (7/22) was unorthodox; that outstanding issues were usually resolved before the application was considered by the DIC and the County Commission; however, he would rely on the recommendations of the PWD, since this Department was primarily responsible for providing recommendations on traffic circulation and site access.

Mr. Pastoriza expressed appreciation to the Board for allowing the applicant an opportunity to resolve the issues today (7/22), and allowing classes to be held at Sante Fe Academy this school year. He noted the applicant agreed to the following additional conditions: provide PWD's required 4-foot clearance between the vehicles and the edge of the building; provide a parking space, either the third or fourth space from SW 107th Avenue, for vehicles to back into and turn around; provide at least four vans that hold a minimum of 10 students per van per shift; three shifts at 30 minutes apart; fence in the entire west side of the property with a gate to restrict pedestrian or vehicle access to SW 107th Court, except for emergency vehicles; and reserve one parking space for the school's principal, on the south side of the property near the turnaround.

In response to Commissioner Sorenson's question if staff felt the added conditions met the requirements of PWD, and provided safety for the children and others coming into/out of this property, Mr. Cohen noted staff was satisfied that these conditions met PWD's requirements.

Commissioner Sorenson noted significant issues such as these needed to be worked out well in advance of the hearings in future applications.

Assistant County Attorney Armstrong-Coffey advised the Board that significant changes made to the site plan should be reviewed by the DIC, noting previous cases had been reversed when a substantial change was made to the site plan after a decision was made by the DIC; however, the

Board may proceed if it finds that no substantial change was made to the site plan. Ms. Armstrong-Coffey also suggested that approval of this application be amended to provide that a covenant incorporating all of these conditions would be submitted within 30 days.

Commissioner Sorenson accepted the suggested amendment, finding that no substantial change had been made to the site plan, and that a covenant incorporating all conditions be submitted within 30 days.

Hearing no further discussion, Commissioner Sorenson presented and moved a resolution to approve the application, Office Park, LLC and the proffered covenant as amended as follows:

1. to add that the Board finds a substantial change was not made to the site plan; and
2. to add certain conditions, including the following:
 - a. the applicant will provide the Public Works Department's (PWD's) required 4-foot clearance between vehicles and the edge of the building
 - b. provide a parking space no less than 3 or 4 spaces from 107th Ave, to be used for backing into and turning around, and not for parking
 - c. reserve one parking space on the south side of the property for the school principal
 - d. provide the use of four vans that hold a minimum of 10 students for every shift, and a minimum of three shifts at 30 minutes apart for picking up and dropping-off students; and
 - e. fence the entire west side of the property to prevent pedestrians and vehicles from accessing 107th Court, but provide a gate for emergency vehicle access only; and
3. to include the following conditions:
 - a. within 30 days of the public hearing and approval, a declaration of restrictions running with the land, in proper recordable form, shall be submitted to and meet with the approval of the Director of the Department of Planning and Zoning (DP&Z)
 - b. said declaration of restrictions shall be to the effect that the property shall be developed substantially in accordance with the plans submitted for the hearing; and
 - c. the covenant with the conditions added by the applicant shall be submitted within 30 days.

This motion was seconded by Commissioner Martinez, and passed by a vote of 9-0. (Commissioners Diaz, Jordan, Sosa and Seijas were absent.)

The foregoing resolution was adopted by the Board and is set forth in the Record of Resolutions and assigned Zoning # Z-06-10.

Mr. LaFerrier presented the following application:

3. GALAXY LIQUOR STORE CORP. (10-7-CC-3/10-014)

Mr. LaFerrier noted the applicant was seeking a special exemption to permit a liquor package store operation within less than the required 2,500-foot distance from an existing school, and requesting a modification to the previous covenant to delete the condition that prohibits a liquor store use within the proposed shopping center site.

No one responded to Chairman Moss' call for opposing witnesses.

Mr. Felix Lasarte, attorney representing the applicant, appeared in support of the foregoing application, and recognized others present in the audience in support of this application.

Commissioner Martinez presented and moved a resolution that the foregoing application, Galaxy Liquor Store Corp, be approved. This motion was seconded by Commissioner Heyman, followed by discussion.

Chairman Moss asked the Department of Planning and Zoning (DP&Z) Director to advise him of staff's recommendation.

Mr. LaFerrier noted staff's recommendation was to deny the application based on the incompatibility of the proposed use with the surrounding area, posed by the liquor store's 1,200-foot proximity to an elementary school. He also noted that Miami-Dade School Board submitted a letter objecting to this application and that staff regarded this liquor store as a possible attractive nuisance for children.

Commissioner Martinez pointed out that eight other liquor stores had requested the same special exemption and were granted it, including a Crown Liquor Store located within 100 feet of an existing school. He noted he would maintain his motion.

In response to Commissioner Heyman's inquiry regarding whether this establishment was to be located within a shopping plaza with "No Trespassing" or "No Open Container(s)" warning signs posted, as required by Florida Statutes, Mr. Lasarte noted it was.

Commissioner Heyman pointed out the proposed liquor package store was not a bar where people congregated for entertainment purposes or to consume liquor. She noted she would have concerns if this establishment was a bar, but since it was a package store with commercial use and 'no open containers' signs properly posted, she would support it.

In response to Chairman Moss' question regarding whether the subject property was walled off from the surrounding properties, Commissioner Martinez noted the property was within a shopping center that included a Winn Dixie, a Sports Grill, and a Peruvian restaurant that sold beer and wine, and was walled off in the back for deliveries.

For clarity of the record, Assistant County Attorney Joni Armstrong-Coffey advised that approval of this application was subject to the applicant submitting a covenant.

Hearing no further discussion, the Board proceeded to vote on the foregoing motion to approve this application, subject to the applicant submitting and executing an appropriate covenant, as

amended to include the following condition: within 30 days of the public hearing and approval, a declaration of restrictions running with the land, in proper recordable form, shall be submitted to and meet with the approval of the Director of the DP&Z; said declaration of restriction shall be to the effect that the property shall be developed substantially in accordance with the plans submitted for the hearing. The motion passed by a vote of 9-0. (Commissioners Diaz, Jordan, Sosa and Seijas were absent)

The foregoing resolution was adopted by the Board and is set forth in the Record of Resolutions and assigned Zoning # Z-07-10.

Mr. LaFerrier presented the following application:

4. **BROWNSVILLE VILLAGE III-V, LTD, AND MIAMI-DADE TRANSIT**
(10-7-CC-4/10-049)

Mr. LaFerrier noted the Planning and Zoning Department (DP&Z) received one protest and no waivers regarding the foregoing application.

No one appeared in response to Chairman Moss' call for opposing witnesses.

Mr. Ryan Bailine, 201 S. Biscayne Blvd, attorney representing the applicant, appeared in support of the foregoing application, and requested a modification to the site plan to allow for additional development on this property.

In response to a question from Chairman Moss, which was whether the location of this property was within an area in which housing was being sought for the community, Commissioner Edmonson noted this was correct.

In response to Chairman Moss' request for staff's recommendation, Mr. LaFerrier noted staff recommended approval of this application, with the added condition he stated at the onset of this meeting.

In response to Commissioner Edmonson's inquiry regarding whether the applicant agreed to the Director's added condition, Mr. Bailine affirmed the applicant agreed to this condition.

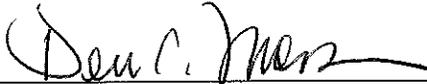
Commissioner Edmonson presented and moved a resolution that the foregoing application, Brownsville Village III-V, LTD, be approved with amendment(s) to include the following condition: within 30 days of the public hearing and approval, a declaration of restrictions running with the land, in proper recordable form, shall be submitted to and meet with the approval of the Director of the DP&Z; said declaration of restriction shall be to the effect that the property shall be developed substantially in accordance with the plans submitted for the hearing. This motion was seconded by Commissioner Rolle, and upon being put to a vote, passed 9-0. (Commissioners Diaz, Jordan, Sosa and Seijas were absent.)

The foregoing resolution was adopted by the Board and is set forth in the Record of Resolutions and assigned Zoning # Z-08-10.

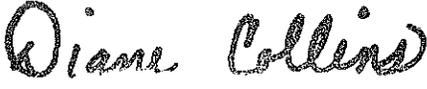
All deferral dates on applications considered during the day's meeting were publicly announced.

All exhibits submitted for the record at the day's meeting were transferred to the care, custody and control of the Department of Planning and Zoning.

There being no further business to come before the Board, upon motion duly made, seconded and carried, the zoning meeting was adjourned at 11:48 a.m.


Chairman Dennis C. Moss

ATTEST: HARVEY RUVIN, Clerk

By: 
Diane Collins
Deputy Clerk



ZONING MEETING
Board of County Commissioners
July 22, 2010

Prepared by: Jill Thornton

EXHIBITS LIST

NO.	DATE	ITEM #	DESCRIPTION
1	07/22/2010		Memo filed by Commissioner Jordan re: her absence from today's Zoning meeting.
2	07/22/2010		Zoning Action Sheet
3	07/22/2010		KITS – Listing of Zoning Hearings
4	07/22/2010		Official Zoning Agenda
5	07/22/2010		Addenda to BCC Zoning Kit for July 22, 2010 Zoning Meeting
6	07/22/2010	A	A letter to P&ZD Director from Erik Fresen, CIVICA Architecture & Urban Design re: Valencia School Development
7	07/22/2010	2	Amendment and Restatement of the Declaration of Restrictions-Part I
8	07/22/2010	2	Declaration of Restrictions for Charter School-Part II
9	07/22/2010	3	Proposed Modification of Declaration of Restrictive Covenants
10	07/22/2010	3	Modification to Declaration of Restrictions
11	07/22/2010	4	Declaration of Restrictions
12	07/22/2010		Speaker's Cards for Item A
13			
14			
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Memorandum
COMMISSIONER BARBARA J. JORDAN

To: Honorable Dennis C. Moss, Chairman Date: July 21, 2010
*and Members, Board of County
Commissioners*

From: Barbara J. Jordan, Commissioner Subject: Meeting Absence
District 1

Barbara J. Jordan

Please be advised that I will be unable to attend the scheduled Zoning meeting for July 22, 2010. I apologize for any inconvenience this may cause.

C: Robert A. Cuevas, Jr., County Attorney
Eugene Love, Director, Agenda Coordinator's Office

ZONING ACTION

MEMORANDUM

Harvey Ruvin
 Clerk of the Circuit and County Courts
 Clerk of the Board of County Commissioners
 (305) 375-5126
 (305) 375-2484 FAX
 www.miami-dadeclerk.com



DATE: 07-22-10

#Z-09-10

APPLICANT: A. VALENCIA SCHOOL DEVELOPMENT, INC

MOTION: WITHDREW THE APPLICATION, AS REQUESTED BY THE APPLICANT.

DATE: 07-22-10

#Z-10-10

APPLICANT: 1. RENAISSANCE CHARTER SCHOOL, INC.

MOTION: APPROVED THE APPLICATION AND PROFFERED COVENANT WITH AMENDMENTS: to incorporate into the Declaration of Restrictive Covenant, all conditions imposed by the DIC and those contained in the draft declaration, plus the following condition: within 30 days of the public hearing approval, a Declaration of Restrictions, running with the land, in proper recordable form, shall be submitted to and meet with the approval of the Director of DP&Z; and said declaration of restriction shall be to the effect that the property shall be developed substantially in accordance with the plans submitted for the hearing.

ROLL CALL	M/S	YES	NO	ABSENT
Barreiro		X		
Edmonson		X		
Gimenez		X		
Heyman		X		
Jordan				X
Martinez		X		
Rolle	S	X		
Seijas				X
Sorenson	M	X		
Sosa				X
Souto		X		
Vice Chairman Diaz				X
Chairman Moss		X		
TOTAL		9	0	4

ROLL CALL	M/S	YES	NO	ABSENT
Barreiro		X		
Edmonson		X		
Gimenez	S	X		
Heyman		X		
Jordan				X
Martinez	M	X		
Rolle		X		
Seijas				X
Sorenson		X		
Sosa				X
Souto		X		
Vice Chairman Diaz				X
Chairman Moss		X		
TOTAL		9	0	4

ZONING ACTION

MEMORANDUM

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DATE: 07-22-10

#Z-11-10

APPLICANT: 2. THE OFFICE PARK, LLC.

MOTION: APPROVED THE APPLICATION AND PROFFERED COVENANT AS AMENDED: that the Board finds a substantial change was not made to the site plan; to add certain conditions, including the following: the applicant will provide the required 4-foot clearance between vehicles and the edge of the buildings, required by the Public Works Department (PWD); provide a parking space no less than 3 or 4 spaces from 107th Ave to be used for backing up and turning around, and not for parking; reserve one parking space on the south side of the property for the school principal; provide the use of four vans that hold a minimum of 10 students for every shift, and a minimum of three shifts at 30 minutes apart for picking up and dropping-off students; fence the entire west side of the property to prevent pedestrians and vehicles from accessing 107th Court, but provide a gate for emergency vehicle access only; and to include the following conditions: within 30 days of the public hearing and approval, a declaration of restrictions running with the land, in proper recordable form, shall be submitted to and meet with the approval of the Director of the Department of Planning and Zoning (DP&Z); the said declaration of restrictions shall be to the effect that the property shall be developed substantially in accordance with the plans submitted for the hearing; and that the covenant with the conditions added by the applicant, shall be submitted within 30 days.

ROLL CALL	M/S	YES	NO	ABSENT
Barreiro		X		
Edmonson		X		
Gimenez		X		
Heyman		X		
Jordan				X
Martinez	S	X		
Rolle		X		
Seijas				X
Sorenson	M	X		
Sosa				X
Souto		X		
Vice Chairman Diaz				X
Chairman Moss		X		
TOTAL		9	0	4

DATE: 07-22-10

#Z-12-10

APPLICANT: 3. GALAXY LIQUOR STORE CORP,

MOTION: APPROVED THE APPLICATION, SUBJECT TO THE APPLICANT SUBMITTING AND EXECUTING AN APPROPRIATE COVENANT, AS AMENDED TO INCLUDE THE FOLLOWING CONDITION: within 30 days of the public hearing and approval, a Declaration of Restrictions running with the land, in proper recordable form, shall be submitted to and meet with the approval of the Director of DP&Z; and the said declaration of restriction shall be to the effect that the property shall be developed substantially in accordance with the plans submitted for the hearing.

ROLL CALL	M/S	YES	NO	ABSENT
Barreiro		X		
Edmonson		X		
Gimenez		X		
Heyman	S	X		
Jordan				X
Martinez	M	X		
Rolle		X		
Seijas				X
Sorenson		X		
Sosa				X
Souto		X		
Vice Chairman Diaz				X
Chairman Moss		X		
TOTAL		9	0	4

ZONING ACTION

MEMORANDUM

Harvey Ruvin

Clerk of the Circuit and County Courts
Clerk of the Board of County Commissioners

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DATE: 07-22-10

#Z-13-10

DATE:

#Z

APPLICANT: 4. BROWNSVILLE VILLAGE III-V, LTD, &
MIAMI-DADE TRANSIT DEPARTMENT

APPLICANT:

MOTION: APPROVED THE APPLICATION WITH
AMENDMENT TO INCLUDE THE FOLLOWING

MOTION:

CONDITION: within 30 days of the public hearing and approval, a Declaration of Restrictions running with the land, in proper recordable form, shall be submitted to and meet with the approval of the Director of DP&Z; and the said declaration of restriction shall be to the effect that the property shall be developed substantially in accordance with the plans submitted for the hearing.

ROLL CALL	M/S	YES	NO	ABSENT
Barreiro		X		
Edmonson	M	X		
Gimenez		X		
Heyman		X		
Jordan				X
Martinez		X		
Rolle	S	X		
Seijas				X
Sorenson		X		
Sosa				X
Souto		X		
Vice Chairman Diaz				X
Chairman Moss		X		
TOTAL		9	0	4

ROLL CALL	M/S	YES	NO	ABSENT
Barreiro				
Edmonson				
Gimenez				
Heyman				
Jordan				
Martinez				
Rolle				
Seijas				
Sorenson				
Sosa				
Souto				
Vice Chairman Diaz				
Chairman Moss				
TOTAL				

**BOARD OF COUNTY COMMISSIONERS
ZONING HEARINGS**

THURSDAY, JULY 22, 2010

PLACE OF MEETING: COUNTY COMMISSIONERS CHAMBERS
OF THE STEPHEN P. CLARK CENTER – 2ND FLOOR
111 NW 1 STREET, MIAMI

TIME OF MEETING 9:30 A.M.

PREVIOUSLY DEFERRED

HEARING #

DISTRICT

A.	<u>VALENCIA SCHOOL DEVELOPMENT, LLC</u>	09-106 (DIC)	8
Request:	- Modification of students count for previously approved Charter School		
Location:	18491 SW 134 Avenue, Miami-Dade County, Florida. Within the Urban Development Boundary (UDB).		

CURRENT

1.	<u>RENAISSANCE CHARTER SCHOOL, INC.</u>	09-071 (DIC)	12
Request:	- Special Exception to permit the expansion of an existing educational facility within the Miami International Airport Critical Area Approach-Departure Zone.		
Location:	8360 N.W. 33 Street, Miami-Dade County, Florida. Within the Urban Development Boundary (UDB).		
2.	<u>THE OFFICE PARK, LLC</u>	09-157 (DIC)	8
Request:	- Special Exception for a charter school.		
Location:	9790 SW 107 Court, Miami-Dade County, Florida. Within the Urban Development Boundary (UDB).		

**BOARD OF COUNTY COMMISSIONERS
ZONING HEARINGS**

THURSDAY, JULY 22, 2010

<u>CURRENT</u>	<u>HEARING #</u>	<u>DISTRICT</u>
3. <u>GALAXY LIQUOR STORE CORP</u>	10-014	11

Requests: - Special Exception for spacing for a liquor package store to be spaced less than required from a school.
 - Modification of previous agreement.

Location: 14663 SW 104 Street, Miami-Dade County, Florida.
 Within the Urban Development Boundary (UDB).

4. <u>BROWNSVILLE VILLAGE III-V, LTD, AND MIAMI-DADE TRANSIT DEPARTMENT</u>	10-049 (DIC)	3
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Request: - Special Exception to permit site plan approval for a residential development in the Rapid Transit Zone.

Location: South of N.W. 53 Street, Lying Between N.W. 27 Avenue & 29 Avenue, Miami-Dade County, Florida.
 Within the Urban Development Boundary (UDB).



Official Zoning Agenda

BOARD OF COUNTY COMMISSIONERS

COUNTY COMMISSION MEETING OF THURSDAY, JULY 22, 2010

NOTICE: THE FOLLOWING HEARING IS SCHEDULED FOR 9:30 A.M., AND

ALL PARTIES SHOULD BE PRESENT AT THAT TIME

ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION BE GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT.

NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBER. PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY.

THE USE OF CELL PHONES IN THE COMMISSION CHAMBERS IS NOT PERMITTED. RINGERS MUST BE SET TO SILENT MODE TO AVOID DISRUPTION OF PROCEEDINGS. INDIVIDUALS, INCLUDING THOSE ON THE DAIS, MUST EXIT THE CHAMBERS TO ANSWER INCOMING CELL PHONE CALLS. COUNTY EMPLOYEES MAY NOT USE CELL PHONE CAMERAS OR TAKE DIGITAL PICTURES FROM THEIR POSITIONS ON THE DAIS.

THE NUMBER OF FILED PROTESTS AND WAIVERS ON EACH APPLICATION WILL BE READ INTO THE RECORD AT THE TIME OF HEARING AS EACH APPLICATION IS READ.

THOSE ITEMS NOT HEARD PRIOR TO THE ENDING TIME FOR THIS MEETING, WILL BE DEFERRED TO THE NEXT AVAILABLE ZONING HEARING MEETING DATE FOR THIS BOARD.

SWEARING IN OF WITNESSES

A. VALENCIA SCHOOL DEVELOPMENT, LLC. (10-5-CC-3/09-106)

**02-56-39
BCC/Districts 8**

- (1) MODIFICATION of Conditions #10 and #12 of Resolution No. Z-30-06, and last modified by Z-26-07, both passed and adopted by the Board of County Commissioners, reading as follows:

FROM: "10. That the charter school use shall be limited to Grades K through 8th for a maximum of 700 students:

TO: "10. That the charter school use shall be limited to Grades K through 8th for a maximum of 800 students.

FROM: "12. That the staggered shifts of arrival and dismissal for students at the charter school shall be as follows:

K – Grade 1: 7:30 AM – 1:30 PM (approx. 270 Students)
Grades 2-3: 7:30 AM – 2:30 PM (approx. 190 Students)
Grades 4-5: 8:00 AM – 3:00 PM (approx. 100 Students)
Grades 6-8: 8:30 AM – 3:30 PM (approx. 140 Students)"

TO: "12. That the staggered shifts of arrival and dismissal for students at the charter school shall be as follows:

K – Grade 1: 7:30 AM – 1:30 PM (approx. 221 Students)
Grades 2-3: 7:30 AM – 2:30 PM (approx. 206 Students)
Grades 4-5: 8:00 AM – 3:00 PM (approx. 215 Students)
Grades 6-8: 8:30 AM – 3:30 PM (approx. 158 Students)"

- (2) MODIFICATION of Paragraph #15, of a Declaration of Restrictions recorded in Official Record Book 24718, Pages 4115-4144 and last modified by a Second Modification of Declaration of Restrictions, recorded on Official Record Book 25884, Pages 3438-3449, reading as follows:

FROM: "15. The charter school shall be limited to grades K through 8. The maximum number of students at the charter school shall not exceed seven hundred (700)."

TO: "15. The charter school shall be limited to grades K through 8. The maximum number of students at the charter school shall not exceed eight hundred (800)."

- (3) MODIFICATION of Paragraphs #17 and #19 of an Amendment and Restatement of the Declaration of Restrictions recorded in Official Record Book 25488, Pages 231-243, last modified by a Second Modification of Declaration of Restrictions 25884, Pages 3438-3449, reading as follows:

FROM: "17. The charter school shall be limited to grades K through 8 and a maximum of seven hundred (700) students."

TO: "17. The charter school shall be limited to grades K - 8. The maximum number of students at the charter school shall not exceed eight hundred (800)."

FROM: "19. That the staggered shifts of arrival and dismissal for students at the charter school shall be as follows:

7:30 AM – 1:30PM K -Grade 1: (approx. 270 Students)
7:30 AM – 2:30PM Grades 2-3: (approx. 190 Students)
8:00 AM – 3:00M Grades 4-5: (approx. 100 Students)
8:30 AM – 3:30PM Grades 6-8: (approx. 140 Students)"

TO: "19. That the staggered shifts of arrival and dismissal for students at the charter school shall be as follows:

7:30 AM – 1:30PM K -Grade 1: (approx. 221 Students)
7:30 AM – 2:30PM Grades 2-3: (approx. 206 Students)
8:00 AM – 3:00PM Grades 4-5: (approx. 215 Students)
8:30 AM – 3:30PM Grades 6-8: (approx. 158 Students)"

The purpose of the requests is to allow the applicant to increase the total number of students permitted in the previously approved charter school.

The plans are on file and may be examined in the Department of Planning and Zoning entitled "Somerset Academy," as prepared by Civica, dated stamped received 7/8/09 and consisting of 8 sheets. Plans may be modified at public hearing.

LOCATION: 18491 S.W. 134 Avenue, Miami-Dade County, Florida.

SIZE OF PROPERTY: 3 Acres

Developmental Impact Committee
Recommendation:

Denial without prejudice.

Protests: 0

Waivers: 0

APPROVED: _____

DENIED WITH PREJUDICE: _____

DENIED WITHOUT PREJUDICE: _____
Deferred from 05-06-10

DEFERRED: _____

1. RENAISSANCE CHARTER SCHOOL, INC. (10-7-CC-1/09-071)

27-53-40
BCC/Districts 12

SPECIAL EXCEPTION to permit the expansion of an existing educational facility within the Miami International Airport Critical Area Approach-Departure Zone.

LOCATION: 8360 N.W. 33 Street, Miami-Dade County, Florida.

SIZE OF PROPERTY: 1.56 Acres

Developmental Impact Committee
Recommendation:

Approval with conditions, subject to the Board's acceptance of the proffered covenant as set forth in the Department of Planning and Zoning's recommendation.

Protests: _____ 0 _____

Waivers: _____ 0 _____

APPROVED: _____

DENIED WITH PREJUDICE: _____

DENIED WITHOUT PREJUDICE: _____

DEFERRED: _____

2. **THE OFFICE PARK, LLC (10-7-CC-2/09-157)**

06-55-40
BCC/Districts 8

- (1) SPECIAL EXCEPTION to permit a charter school.
- (2) MODIFICATION of Condition #2 of Resolution No. CZAB12-45-01, last modified by Resolution No. CZAB12-22-07, both passed and adopted by Community Zoning Appeals Board #12, reading as follows:

FROM: "2. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled 'New Santa Fe Office Building for: The Office Park L. L. C.,' as prepared by Juan A. Rodriguez, R. A., Sheet 'A-1' dated stamped received 6/1/07 and the remaining 7 sheets dated stamped received 4-2-07 for a total of 10 sheets."

TO: "2. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled 'Santa Fe Charter School 9790 S.W. 107 Court,' as prepared by Juan A. Rodriguez, P. A., dated stamped received 4/12/10 with Sheets 'A-1' and 'L-1' last revised on 5/24/10 for a total of 11 sheets."

- (3) MODIFICATION of Paragraphs #3 and #4 of a Declaration of Restriction recorded in Official Record Book 25875, Pages 2833-2840, reading as follows:

FROM: "(3) Controlling Site Plan: The Property shall be developed substantially in accordance with that certain site plan entitled 'New Santa Fe Office Building for: The Office Park L. L. C.,' as prepared by Juan A. Rodriguez, R. A., Sheets 'A-1' stamped dated received June 1, 2007 and the remaining sheets April 2, 2007, consisting of 10 sheets."

TO: "(3) Controlling Site Plan: The Property shall be developed substantially in accordance with that certain site plan entitled 'Santa Fe Charter School 9790 S.W. 107 Court,' as prepared by Juan A. Rodriguez, P. A., dated stamped received 4/12/10 with Sheets 'A-1' and 'L-1' last revised on 5/24/10 for a total of 11 sheets."

FROM: "(4) Emergency Vehicle Access. The Owner shall provide a controlled access for emergency vehicles only by installing a 'Knox Key Switch,' to restrict access from S.W. 107th Court ('Emergency Entrance'). The Emergency Entrance will comprise of compacted grass and shall comply with all requirements from the Miami-Dade County Fire Department prior to final plat approval."

TO: "(4)Emergency Vehicle Access. The Owner shall provide a controlled access for emergency vehicles only by installing a 'Knox Key Switch,' to restrict access from S.W. 107th Court ('Emergency Entrance'). The Emergency Entrance shall comply with all requirements from the Miami-Dade County Fire Department prior to final plat approval."

The purpose of Requests #2 and #3 is to allow the applicant to submit revised plans showing a charter school in lieu of a previously approved office development and to permit a paved emergency access in lieu of compacted grass.

The aforementioned plans are on file and may be examined in the Zoning Department. Plans may be modified at public hearing.

LOCATION: 9790 S.W. 107 Court, Miami-Dade County, Florida.

SIZE OF PROPERTY: 0.82 Acre

Developmental Impact Committee
Recommendation:

Denial without prejudice.

Protests: 0

Waivers: 0

APPROVED: _____

DENIED WITH PREJUDICE: _____

DENIED WITHOUT PREJUDICE: _____

DEFERRED: _____

3. GALAXY LIQUOR STORE CORP (10-7-CC-3/10-014)

**03-55-39
BCC/Districts 11**

- (1) SPECIAL EXCEPTION of spacing requirements to permit a liquor package store spaced less than the required 2,500' from a public school.
- (2) DELETION of Paragraph 5(b) of a Declaration of Restrictions, as recorded in Official Record Book 13313, Pages 2385-2394, reading as follows:

"5. Limitations of Uses: (b) package liquor stores."

The purpose of Request #2 is to remove a restriction of the package liquor store in order to permit the proposed package liquor store.

Plans are on file and may be examined in the Department of Planning and Zoning entitled "Proposal Liquor Store for: Galaxy Liquor Store," as prepared by Vicente Franco, consisting of Sheet "SP-1" dated stamped received 3/19/10 and Sheet 1 dated stamped received 2/17/10 and a Liquor Survey as prepared by Sergio Redondo, also dated stamped received 2/17/10 for a total of 3 sheets. Plans may be modified at public hearing.

LOCATION: 14663 S.W. 104 Street, Miami-Dade County, Florida.

SIZE OF PROPERTY: 11 Acres

Department of Planning and
Zoning Recommendation:

Denial without prejudice.

Protests: _____ 0 _____

Waivers: _____ 0 _____

APPROVED: _____

DENIED WITH PREJUDICE: _____

DENIED WITHOUT PREJUDICE: _____

DEFERRED: _____

**4. BROWNSVILLE VILLAGE III-V, LTD. AND (10-7-CC-4/10-049)
MIAMI-DADE TRANSIT**

**21-53-41
BCC/Districts 3**

(1) SPECIAL EXCEPTION to permit site plan approval for a residential development and parking garage facility in the Rapid Transit Zone.

(2) MODIFICATION of Condition #2 of Resolution No. Z-3-09, last modified by Resolution No. Z-2-10, both passed and adopted by the Board of County Commissioners, reading as follows:

FROM: "2. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled 'Everett Stewart Senior Brownsville Village Phase 11,' as prepared by Corwil Architects, Inc. and consisting of 29 sheets 12/23/09 and 7 sheets dated stamped received 1/22/10."

TO: "2. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled 'Brownsville Transit Village III, IV, V,' as prepared by Corwil Architects, Inc. dated stamped received 6/11/10 and consisting of 87 sheets."

(3) DELETION of Condition #3 of Resolution Z-2-10, passed and adopted by the Board of County Commissioners, reading as follows:

"3. That a recordable agreement be submitted to meet with the approval of the Director providing for permanent and safe access for pedestrian and vehicular traffic within the development and particularly for right of access for fire, police, health, and sanitation and other public service personnel and vehicles. The agreement, which shall be a covenant running with the land, shall also include a stipulation that the streets, or access ways, shall be installed and maintained by the applicant, including but not limited to, sidewalks, drainage facilities, water sewers and fire hydrants, meeting with the approval of the Director and the Director of the Public Works Department. Such agreement shall be executed by the property owner and any and all parties having an interest in the land, such mortgagees, etc., and its improvements."

The purpose of Requests #2 and #3 is to allow the applicant to submit a new site plan to show three additional apartment buildings, a parking garage with townhouse villas for the previously approved residential development and to delete a condition requiring submittal of an agreement providing accessways within the development.

The aforementioned plans are on file and may be examined in the Department of Planning and Zoning. Plans may be modified at public hearing.

LOCATION: South of N.W. 53 Street, lying between N.W. 27 Avenue and N.W. 29 Avenue, Miami-Dade County, Florida.

SIZE OF PROPERTY: 8.79 Acres

Developmental Impact Committee
Recommendation:

Approval with conditions, subject to the Board's acceptance of the proffered covenant as set forth in the Department of Planning and Zoning's recommendation.

Protests: _____ 0 _____

Waivers: _____ 0 _____

APPROVED: _____

DENIED WITH PREJUDICE: _____

DENIED WITHOUT PREJUDICE: _____

DEFERRED: _____

THE END

NOTICE OF APPEAL RIGHTS

Decisions of the Community Zoning Appeals Board (CZAB) are appealed either to Circuit Court or to the Board of County Commissioners (BCC) depending upon the items requested in the Zoning Application. Appeals to Circuit Court must be filed within 30 days of the transmittal of the CZAB resolution. Appeals to BCC must be filed with the Zoning Hearings Section of the Department of Planning and Zoning within 14 days of the posting of the results in the department.

Further information and assistance may be obtained by contacting the Legal Counsel's office for the Department of Planning and Zoning at (305) 375-3075, or the Zoning Hearings Section at (305) 375-2640. For filing or status of Appeals to Circuit Court, you may call the Clerk of the Circuit Court at (305) 349-7409.

ADDENDA TO BCC ZONING KIT FOR
JULY 22, 2010 MEETING

ITEM A. VALENCIA SCHOOL DEVELOPMENT, LLC. #09-106

- Attached letter from Applicant requesting withdrawal of application.

ITEM # 2. THE OFFICE PARK, LLC. #09-157

- Attached Revised Covenant.

ITEM #3. GALAXY LIQUOR STORE CORP. #10-014

- Attached Revised Covenant.

ITEM #4. BROWNSVILLE VILLAGE III-V, LTD, AND
MIAMI-DADE TRANSIT DEPARTMENT #10-049

- Attached Draft Covenant.

C I V I L A

Architecture & Urban Design

8323 NW 12th Street, Suite 106, Doral, FL 33126
305.593.9959 (Ph)/ 305.593.9855 (F)

AA #26001093

July 21, 2010

Marc LaFerrier
Director, Planning and Zoning
Miami-Dade County
111 NW 1st Avenue
Miami, FL 33128

RE: Valencia School Development

By way of letter, the Applicant Valencia School Development, LLC will be requesting withdraw without prejudice of the application scheduled for the BCC Zoning Hearing of July 22, 2010. If you should have any questions, please feel free to contact me.

Sincerely,



Erik Fresen

CC: Board of County Commissioners

Received by
Zoning Agenda Coordinator

JUL 21 2010

The Office PARK, LLC

09-157

This instrument was prepared by:

Item # 2

Estrellita S. Sibila, Esq.
Weiss Serota Helfman Pastoriza
Cole & Boniske, PL
2525 Ponce de Leon Boulevard, #700
Coral Gables, Florida 33134

PART I

(Space reserved for Clerk)

**AMENDMENT AND RESTATEMENT OF THE
DECLARATION OF RESTRICTIONS RECORDED
AT OFFICIAL RECORDS BOOK 25875, Pages 2833-2840**

This Amendment and Restatement of the Declaration of Restrictions Recorded at Official Records Book 25875, Pages 2833-2840 (the "Amendment") is made this 7 day of July, 2010, by The Office Park, LLC, a Florida limited liability company (the "Owner") in favor of Miami-Dade County ("County").

WITNESSETH:

WHEREAS, the Owner holds fee simple title to that certain real property in Miami-Dade County, Florida legally described as:

See attached Exhibit "A"

Hereinafter referred to as the "Property;" and

WHEREAS, a Declaration of Restrictions in favor of the County was recorded in the Public Records of Miami-Dade County, Florida, in Official Records Book 25875, Page 2833 (the "Declaration"), which places certain restrictions and conditions on the use of the Property; and

WHEREAS, the Owner has filed an application with the Department of Planning and Zoning in Miami-Dade County, which application is currently pending under Public Hearing Application No. 09-157 (the "Zoning Application") with regard to the Property.

NOW, THEREFORE, IN ORDER TO ASSURE the County that the representations made by the Owner during consideration of the Zoning Application will be abided by, the Owner freely, voluntarily and without duress, makes the following Amendment covering and running with the Property.

1. Paragraph 3 of the Declaration "Controlling Site Plan" is hereby modified as follows:

From: The Property shall be developed substantially in accordance with that certain site plan entitled "NEW SANTA FE OFFICE BUILDING FOR: THE OFFICE PARK, LLC," as prepared by Juan A. Rodriguez - RA, Sheet A-1 stamped date received June 1, 2007 and the remaining sheets April 2, 2007, consisting of 10 sheets.

To: The Property shall be developed substantially in accordance with that certain site plan entitled "Santa Fe Charter School 9790 S.W. 107 Court," as prepared by Juan A. Rodriguez, P. A., dated stamped received April 12, 2010 with Sheets 'A-1' and 'L-1' last revised on May 24, 2010 for a total of 11 sheets.

3. Paragraph 4 of the Declaration "Emergency Vehicle Access" is hereby modified as follows:

From: The Owner shall provide a controlled access for emergency vehicles only by installing a 'Knox Key Switch,' to restrict access from S.W. 107th Court ('Emergency Entrance'). The Emergency Entrance will comprise of compacted grass and shall comply with all requirements from the Miami-Dade County Fire Department prior to final plat approval.

To: The Owner shall provide a controlled access for emergency vehicles only by installing a 'Knox Key Switch,' to restrict access from S.W. 107th Court ('Emergency Entrance'). The Emergency Entrance shall comply with all requirements from the Miami-Dade County Fire Department prior to final plat approval.

WHEREAS, the Owner and the County desire that the covenants herein amend, restate and supersede those in the Declaration;

NOW THEREFORE, IN ORDER TO ASSURE the County that the representations made during the consideration of the Zoning Application will be abided by, the Owner freely and voluntarily and without duress makes the following declaration of restrictions covering and running with the Property:

1. **Use and Development Limitations & Criteria:**

- a. The Owner agrees to restrict access to the property from SW 107th Court except for fire and emergency vehicles.
- b. The Owner agrees to limit the height of the building to no more than two (2) stories.
- c. The Owner agrees to provide a landscape buffer ("Buffer") along the southern property line which will contain a minimum three inch caliper / twelve (12) foot high trees at planting, planted at a minimum of twenty-five (25) feet on center for the length of the Buffer. The Owner shall provide a minimum six foot high CBS or prefabricated concrete wall around the North, South, and West perimeter of the Property.

2. **Water Conservation Requirements.** In an effort to conserve water, the Owner hereby agrees to develop the Property and construct the proposed dwelling units in accordance with the recommendations set forth by the Miami-Dade County Advisory Committee on Water Conservation and Alternative Water Supplies, a copy of which is attached to this Declaration as Exhibit "B."

3. **Controlling Site Plan.** The Property shall be developed substantially in accordance with that certain site plan entitled "Santa Fe Charter School 9790 S.W. 107 Court," as prepared by Juan A. Rodriguez, P. A., dated stamped received April 12, 2010 with Sheets 'A-1' and 'L-1' last revised on May 24, 2010 for a total of 11 sheets.

4. **Emergency Vehicle Access.** The Owner shall provide a controlled access for emergency vehicles only by installing a 'Knox Key Switch,' to restrict access from S.W. 107th Court ('Emergency Entrance'). The Emergency Entrance shall comply with all requirements from the Miami-Dade County Fire Department prior to final plat approval.

5. **Green Building Practices.** The Owner shall use its best efforts to incorporate sustainable/green building practices in the construction and design of the office building.

6. **Miscellaneous**

a. **County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

b. **Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until

such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

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

d. **Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida.

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

f. **Authorization for Miami-Dade County to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

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

h. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

i. **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

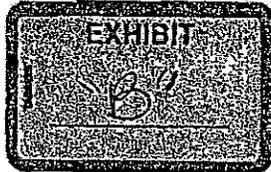
j. **Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

[Execution Pages Follow]

Exhibit "A"
Legal Description

Tract "A" of "SANTA FE OFFICE PARK SUBDIVISION" according to the Plat thereof, as recorded in Plat Book 168, at Page 4 of the Public Records of Miami-Dade County, Florida.

MC



Memorandum



Date: June 5, 2007

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

Agenda Item No. 12(B)3

From: George M. Burgess
County Manager

Subject: Set of standards and directions for the development community that addresses water conservation issues and alternative water supplies

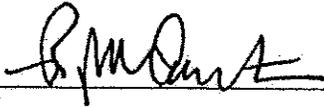
At the request of the Government Operations and Environment Committee Chair, an Advisory Committee was established with the goal of developing countywide guidelines that address water conservation issues and alternative water supplies for the development community, specifically, for new development. The Advisory Committee is comprised of several departments including the Department of Environmental Resources Management, the General Services Administration, the Building Department, Park and Recreation, Planning and Zoning, the Building Code Compliance Office, the Fire Department, the Public Works Department and the Water and Sewer Department. In addition to County staff, the Advisory Committee includes representation from stakeholder groups such as the American Society of Landscape Architects, the South Florida Builders Association, the Sierra Club, the Latin Builders Association, the Tropical Audubon, the Association of Cuban American Engineers, the Florida Regional Planning Council, the Farm Bureau, the South Florida Water Management District, the Audubon Society and the Greater Miami Chamber of Commerce.

The Advisory Committee held five meetings between January 26, 2007 and April 20, 2007. These meetings were advertised in the County's meeting calendar and were open to public comment. The Advisory Committee, as part of its review process, evaluated the documents including "Green Building" practices, the Florida Friendly Landscape Guidelines and the Florida Yards and Neighborhoods criteria.

The Advisory Committee has summarized its findings as shown on Attachment A which consists of recommendations for 1) Residential New Construction, 2) Commercial Development, 3) Alternative Water Supplies, and 4) Public Information/Education/Legislation recommendations. In the first category, Residential New Construction, the recommendations are divided into two parts, indoor water use specifications such as high efficiency toilets, faucets, clothes washers, and outdoor water use specifications which include the implementation of the Florida Friendly Landscape Guidelines, gutter downspouts, roof runoffs and rain harvesting for recharge purposes as well as drip irrigation or micro-sprinklers. Examples of recommendations made in the second category, Commercial Development, take into account the use of automatic shut-offs, solenoids, controllers, flow restrictors, plumbing fixtures for toilets and faucets, designs for toilet and fixtures that reduce the volume of water wasted and the installation of overflow sensors on equipment cooling towers. The third category, Alternative Water Supplies, bases its recommendations on the eventuality that water service is not available in a particular area, as such the construction of a 1 million gallons per

Honorable Chairman Bruno A. Barreiro and Members,
Board of County Commissioners
Page 2

day reverse osmosis plant is proposed as an option or the construction of an alternative water supply water treatment plant and distribution system. If water service is available and the area is considered to be within a reuse zone, developers should consider installing "purple pipes". The fourth category, Public Information/Education/Legislation provides recommendations on the dissemination of public information and education and legislation regarding water conservation.



Assistant County Manager

Attachment A

Water Conservation Issues & Alternative Water Supplies for the Development Community

Residential Indoor Water Use Specifications

1. Only High Efficiency Toilets (HET) which shall be defined as 1.2 gallons per flush, that meet the standard specifications of the Unified North America Requirements (UNAR) and display the Environmental Protection Agency's WaterSense label shall be installed. http://cuwcc.org/Uploads/product/HET_06-07-19.pdf
2. There shall be one control valve, or one set of hot and cold valves required for each High Efficiency Showerhead which shall be defined to provide no more than 1.5 gallons per minute (gpm).
3. High Efficiency faucets which shall be defined to provide 1.0 gpm.
4. Residential units equipped with clothes washer connections shall have installed High Efficiency (HE) Clothes Washer(s) with a water factor of 6 or less (Tier 3b) as identified by the Consortium for Energy Efficiency at <http://www.ceel.org/reid/seha/rwsh.rwsh-prod.pdf>, Energy Star (and WaterSense certified when available).
5. Dishwashers shall be rated with use of 6.5 gallons/cycle or less, Energy Star and WaterSense certified.
6. Multi-unit residential – apply items 1-6 and:
Require sub-metering for all multi-unit residential development which will include: separate meter and monthly records kept of all major water-using functions such as cooling towers and individual buildings.

Residential Outdoor Water Use Specifications:

1. Florida Friendly Landscapes guidelines and principles shall be applied to all landscape installations in compliance with Florida Yards & Neighborhoods criteria.
2. Gutter downspouts, roof runoff, and rain harvesting shall be used to encourage increased recharge and other non-potable uses on the property, thru the use of elements and features such as rain barrels and directing runoff to landscaped areas.
3. Require and provide "Florida Friendly Landscapes" within all public rights-of-way.
4. Use drip irrigation or micro-sprinklers when appropriate.
5. Use of porous surface (bricks, gravel, turf block, mulch, pervious concrete, etc) whenever possible on walkways, driveways, and patios.
6. Florida Yards and Neighborhoods Program information on Florida Friendly Landscapes shall be included in the sales literature provided to homebuyers.
7. The landscape plan and plant palette shall be developed based on site characteristics (soil, drainage, structural limitations (utilities, overhangs, lights, etc.) and shall include:
 - a. Per the County's Landscaping Ordinance, existing native trees, palms and associated native understory, shall be retained and preserved along with identified undergrowth and be a focal point of the landscape.
 - b. 80% of plant materials to be utilized on site shall be from the Florida-Friendly Plant List and shall have a moderate to high drought tolerance.
 - c. All plants will be grouped in the landscape plan by similar water and maintenance requirements and shall be spaced to allow for maturation.
 - d. Turf areas will be evenly shaped for ease of maintenance and will be no less than 4 feet wide and will not be placed on any berms.

- e. No more than 30% of the total area required for landscaping may be turf or grass.
- f. Soils analysis should be completed and used in the plant selection process where applicable and a copy should be provided to the home buyer.
- g. Limit use of rock mulch due to heat loading: rock mulch shall not exceed 5% of total landscaped area.
- h. Use of environmentally friendly organic mulches that are applied 3 inches deep around plants and trees with two inches clear around each plant.
- i. Homes with landscapes adjoining surface water bodies should provide for maintenance free or low maintenance zone up to 10 feet within and to the water body. This area can be enhanced with natural wetland vegetation, in any case, the area should be planted to eliminate erosion potential.

The Irrigation Plan for Common Areas: Shall be developed to meet the water use requirements of the landscape plan.

- a. All landscape beds shall be irrigated by a low volume irrigation system, preferably utilizing bubbler and low trajectory spray heads.
- b. All landscape plant beds shall be irrigated with low-volume irrigation appropriate for plant type.
- c. Turf shall be irrigated by zones separate from zones for irrigation of shrubs and ground cover plantings.
- d. Swing joints or flex pipe shall be used when installing sprinklers to help prevent broken pipes and sprinklers.
- e. Irrigation systems shall be designed for minimum overlap.
- f. Soil moisture sensors or other water saving technologies shall be installed. Devices shall be installed and function according to manufacturers' recommendations.

2. Commercial Development Recommendations

1. Use waterless technologies where available.
2. Maximize use of on-site sources of water.
3. Choose equipment that is water and energy efficient.
4. Install automatic shut offs, solenoids and controllers to turn water off when not in use.
5. Install flow restrictors when possible.
6. Eliminate once-through cooling.

Plumbing Fixtures and Practices

Toilets and Urinals

- a. Ensure all water closets use no more than 1.3 gallons per flush, high efficiency toilets (HETs) can achieve 20 to 25% water use savings.
- b. Use toilets included the Uniform North American Requirements (UNAR) certified list.
- c. Consider waterless urinals.

Faucets

- a. Install hand washing faucets or aerators that use no more than 1.0 gallons per minute.
- b. Install sensor controls on hand washing faucets in public restrooms.
- c. Install showerheads that use no more than 1.5 gallons per minute.

Plumbing Design

- a. Use tankless water heating or other devices that reduce water wasted waiting for the water to get hot where possible.

- b. Post prominent signs in all restrooms and other water using areas listing telephone numbers to promptly report leaks and other plumbing problems.

Cooling Towers

- a. Eliminate all once-through cooling.
- b. On cooling towers, install both makeup and blowdown meters.
- c. Equip cooling towers with overflow sensors on the overflow pipes to alert the operator to problems that can waste thousands of gallons daily.
- d. All cooling towers should achieve at least (5.0) cycles of concentration.

Boilers

- a. Equip boilers with makeup meters and conductivity controllers for blowdown control.
- b. Reuse or return steam condensate to the boiler wherever possible.
- c. Install makeup meters on all recirculating closed water loops used for heating and cooling systems so that leaks in the recirculating systems can be easily detected.

Equipment Selection

- a. Eliminate all water cooled equipment using once-through cooling.
- b. All water-cooled equipment should be eliminated unless it uses chilled water or cooling tower loop. This includes ice makers, refrigeration equipment, and ice cream machines.

Dishwashing Equipment

- a. Dishwashers should use less than 1.2 gallons per rack for fill-and-dump machines and less than 0.9 gallons per rack for all other types of machines. For under the counter machines, water use should not exceed 1.0 gallons per rack for high-temperature machines and 1.7 gallons per rack for low-temperature machines.
- b. Pre-rinse spray valves that use 1.6 gallons per minute and have a shot off valve.

Food Preparation

- a. Use connectionless steamers. They do not need either a water supply or a wastewater drain.
- b. Select ice machines that use no more than 20 gallons per hundred pounds of ice made.

Irrigation controllers

- a. Soil moisture sensors or other water saving technologies shall be installed. Devices shall be installed and function according to manufacturers' recommendations.

Irrigation equipment and design

- a. Use drip irrigation or microsprinklers for planting beds (once plants are established, irrigation is not usually needed).
- b. Create hydrozoned areas, with beds and turf watered separately.
- c. Design systems to maintain manufacturer-recommended pressure to prevent misting and unnecessary pipe wear.

Soil

- a. Do not add soil on top of tree roots.

Mulch

- a. Use organic, preferably locally derived mulch, such as pine bark, dyed landscape mulch, or enviromulch. Avoid cypress mulch which encourages deforestation of natural areas.
- b. Limit use of rock mulch due to increased heat and reflection.
- c. Mulch should be 3-4 inches deep over the root zone and several inches away from the base of plants.

Plant Selection

- a. Use low-maintenance (drought tolerant) species. The Florida Extension Service's Florida Yards and Neighborhoods Program list these species in a publication for South Florida. <http://miami-dade.ifas.ufl.edu/programs/fyn/publications/dtpl.htm>.
- b. Plant selection should be based on the plant's adaptability to the existing conditions present at the landscaped area and native plant communities. Select plants that are drought and freeze tolerant.
- c. For areas with limited soil space such as parking lots, use naturally small stature trees or use palms. Information for small stature trees for restricted spaces, such as narrow swales and limited space residential lots where canopy and roots can become problem can be found at <http://miami-dade.ufl.edu/programs/urbanhort/publications/PDF/Samll%20Trees%20for%20Miami-Dade.pdf>.
- d. Florida-friendly landscape principles should be applied. These principles conserve water and protect the environment and include efficient irrigation, practical use of turf, appropriate use of mulches, and proper maintenance. (Ref. 373.185 F.S.)

Infrastructure Requirements

1. In the event that the MDWASD cannot provide services, the construction of Reverse Osmosis (RO) plants for

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developments equal or larger than 1 MGD water allocation.

- a. Requirement of installation of a potable water treatment plant and distribution system. This requirement should exempt the developer from water connection charges.
 - b. RO plants should be owned and operated by MDWASD – Chapter 24 language needs to be amended.
2. In the event that the MDWASD cannot provide services, the construction of satellite wastewater reclamation facilities producing irrigation quality reclaimed water (62-610, Part III), larger than 100,000 gallons per day.
 - a. Modify language in Chapter 24 to allow for the construction of wastewater reclamation facilities plants even if the project is within feasible distance of, or actually connected to sanitary sewers. The quality of the treated effluent should be reviewed to possibly allow for a lower level of treatment for irrigation and other uses.
 - b. Wastewater reclamation facilities should be owned and operated by MDWASD – Chapter 24 language needs to be amended.
 3. For developments where water supply is available, all developers should consider the installation of "purple pipes" if the development is within a reuse zone and feasible distance from the "Mandatory Reuse Area" (MRA).

Public Information / Educational / Disposition Recommendations

1. Expand "Factual Data" concept to encourage water conservation.
Revise Section 24-43.1(5) includes provisions for use of factual data in lieu of tabulated rates. Section can be expanded to provide credits for the use of water saving strategies (e.g., reuse of gray water for toilet flushing, dual-flush toilets, etc.).
NOTE: This will require similar adoption in MDWASD rules.
2. Add "Non-Revenue Water" ordinance to Chapter 24, Miami-Dade County Environmental Protection Ordinance. Implement an Ordinance for "unaccounted-for" water (a.k.a. "non-revenue" water) that requires compliance with an established standard. The ordinance shall be structured to address "real" and "apparent" water losses in accordance with the principles established by the International Water Association (IWA) and IWA book 'Losses in Water Distribution Networks - A Practitioner's Guide to Assessment, Monitoring and Control.' The ordinance can be incorporated into Chapter 24, Miami-Dade County Environmental Protection Code and managed by the Department of Environmental Resources Management (DERM) similar to the Volume Sewer Customer Ordinance.
3. Encourage the review and adoption of County ordinances for both:
 - landscape protection, preservation and management, and for
 - water conservation by the County and its municipalities
4. A Hot Water Recirculation System or Point-of-Use Hot Water heater shall supply water to hot water fixtures further than ten linear feet of pipe away from the hot water heater. All hot water pipes shall be insulated.
5. Promote use of grey water for toilets and other uses discharging to public sanitary sewers.
6. All withdrawal from the aquifer should be metered including residential irrigation wells.
7. Landscape irrigation controller, soil moisture sensor, and irrigation system run time information. This sleeve shall be connected to the irrigation controller for use by the homeowner.

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**JOINDER BY MORTGAGEE
CORPORATION**

The undersigned Premier American Bank, N.A., a national banking association, as successor by assignment of Premier American Bank, a Florida bank, Mortgagee, under that certain mortgage from The Office Park, LLC, a Florida limited liability company, dated May 13, 2005, and recorded May 16, 2005, in Official Records Book 23376, Pages 3088-3106, modified by that certain Modification of Promissory Note and Mortgage and Security Agreement dated December 29, 2005, recorded February 6, 2006, in Official Records Book 24213, Pages 51-54, further modified by that certain Second Modification of Promissory Note and Mortgage and Security Agreement dated March 29, 2006, recorded April 14, 2006, in Official Records Book 24429, Pages 3323-3326, further modified by that certain Third Modification of Promissory Note and Mortgage and Security Agreement, dated June 20, 2006, recorded July 25, 2006, in Official Records Book 24753, Pages 330-333, further modified by that certain Fourth Modification of Promissory Note and Mortgage and Security Agreement, dated September 28, 2006, recorded October 17, 2006, in Official Records Book 25011, Pages 26-29, further modified by that certain Fifth Modification of Promissory Note and Mortgage and Security Agreement, dated March 23, 2007, recorded April 5, 2007, in Official Records Book 25510, Pages 796-799, further modified by that certain Sixth Modification of Promissory Note and Mortgage and Security Agreement, dated August 28, 2007, recorded September 24, 2007, in Official Records Book 25947, Pages 1688-1691, as further modified by that certain Modification of Mortgage and Conditional Assignment of Leases Agreement and Receipt for Future Advance, dated February 28, 2008, recorded March 4, 2008, in Official Records Book 26246, Pages 531-536, all of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

[Execution Pages Follow]

Received by
Zoning Agenda Coordinator

The Office Park, LLC

JUL 21 2010

This instrument was prepared by:

Name: Estrellita Sibila
Address: Weiss Serota Helfman Pastoriza
Cole & Boniske, PL
2525 Ponce de Leon Boulevard,
#700
Coral Gables, Florida 33134

09-157

Item # 2

PART II

(Space reserved for Clerk of
Court)

**DECLARATION OF RESTRICTIONS
FOR CHARTER SCHOOL**

THIS DECLARATION OF RESTRICTIONS is made this 7 day of July, 2010, by The Office Park, LLC, a Florida limited liability company (the "Owner") in favor of Miami-Dade County, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, the Owner holds fee simple title to that certain 0.82-acre parcel located at 9790 S.W. 107 Court, in unincorporated Miami-Dade County, and which is more particularly described as follows:

See attached Exhibit "A"

hereinafter referred to as the "Property;"

WHEREAS, the Owner has filed Public Hearing Application No. 09-157 (the "Application") with the Department of Planning and Zoning in Miami-Dade County, seeking to permit the use of the Property as a charter school to be known as ADVANTAGE ACADEMY SANTA FE (the "Charter School");

NOW THEREFORE, IN ORDER TO ASSURE the County that the representations made during consideration of the Application will be abided by, the Owner freely and voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

1. That a site plan be submitted to and meet with the approval of the Director of Planning and Zoning upon the submittal of an application for a building permit and/or Certificate of Use; said plan to include among other things but not be limited to, location of structure or structures, types, sizes and location of signs, light standards, off-street parking areas, exits and entrances, drainage, walls fences, landscaping, etc.
2. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled: "Santa Fe Charter School 9790 S.W. 107 Court,"

as prepared by Juan A. Rodriguez, P. A., dated stamped received April 12, 2010 with Sheets 'A-1' and 'L-1' last revised on May 24, 2010 for a total of 11 sheets.

3. That the use be established and maintained in accordance with the approved plan.
 4. That the applicant submit to the Department of Planning and Zoning for its review and approval of a landscaping plan which indicates the type and size of plant material prior to the issuance of a building permit and to be installed prior to the issuance of a Certificate of Use.
 5. That the applicant obtain a Certificate of Use from and promptly renew the same annually with the Department of Planning and Zoning, upon compliance with all terms and conditions, the same subject to cancellation upon violation of any of the conditions.
 6. That no outside loud speakers shall be permitted on the property.
 7. That the waste pick-up for the charter school shall be performed by a private commercial entity and shall be limited to pick-up between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, except during arrival and dismissal times.
 8. That the charter school use be limited to grades Kindergarten through 5th and be limited to a maximum of 337 students.
 9. That there will be staggered shifts at arrival and dismissal times for students at the charter school, separated by a minimum of 20 minutes. The arrival and dismissal times shall be as follows:

8:00 a.m. - 3:00 p.m. (Grades K-1)	approximately 144 students
8:20 a.m. - 3:20 p.m. (Grades 2-3)	approximately 108 students
8:40 a.m. - 3:40 p.m. (Grades 4-5)	approximately 85 students
- No more than 144 students may be scheduled to arrive or be dismissed in a single shift.
10. That the applicant comply with all the applicable conditions, requirements, recommendations, requests and other provisions of the various Departments as contained in the Departmental memoranda which are part of the record of the June 16, 2010 DIC of this application and incorporated herein by reference except for the Public Works memorandum dated May 10, 2010.
 11. That at time of yearly renewal of Certificate of Use, the applicant shall submit to the Department of Planning and Zoning a letter from the principal of the school detailing the number of students and the grade levels that are currently enrolled in said facility.

12. That the charter school shall have personnel facilitating traffic operations during the arrival and dismissal periods in order to ensure passenger vehicles are not stacked in through lanes or parked in non-designated parking areas in the public rights of way. Furthermore, the charter school shall provide before-and after-school care in order to minimize the vehicular trips or extended stacking times for families with students in two or more start/dismissal periods. The charter school shall also have personnel perform as school crossing guards to assist students crossing SW 107 Avenue.
13. That if the charter school is constructed but fails to begin operation and/or the charter school fails after establishment, the Owner, within thirty-six (36) months of the charter school's failure to begin operation or closure, shall:
 - (a) cause the charter school to be in full compliance with all zoning regulations applicable to the property allowing a use other than the charter school use, or
 - (b) transfer the operation of the charter school to another charter school operator or to the Miami-Dade County School Board, after securing the necessary approvals from the Miami-Dade County School Board, or
 - (c) convert the charter school to a permitted use within the zoning district applicable to the property, provided said use has first been authorized through the issuance of the appropriate permits from the Department of Planning and Zoning, or
 - (d) secure necessary public hearing approvals to convert the charter school to a use not otherwise permitted within the zoning district applicable to the property.

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time of entering and inspecting the use of the Property to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of the County and shall remain in full force and effect and be binding upon the undersigned Owner, and its heirs, successors and assigns until such time as the same is modified or released. The restrictions contained within this Declaration, while in effect, shall be for the benefit of, and constitute limitations upon, all present and future owners of the Property, and for the benefit of Miami-Dade County and the public welfare.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten

(10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change this Declaration in whole, or in part, provided that such change has been approved by the County.

Modification, Amendment, Release. This Declaration may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property that is the subject of the modification, amendment or release, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration be so modified, amended or released, the Director, or the executive officer of the successor agency to the Department, or in the absence of such director or executive officer, by her/his assistant in charge of the Department or such successor agency in her/his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Declaration. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold, in connection with the Property, any further permits, and refuse to make any inspections or grant any approvals with respect to the Property, until such time as this Declaration is complied with.

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

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owner following the approval of the Application. This

Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by her/his assistant in charge of the office in her/his absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the County retains its full power and authority to, with respect to the Property, deny each such application in whole or in part and to decline to accept any conveyance with respect to the Property.

Owner. The term "Owner" shall include the Owner, and its heirs, successors and assigns.

[Execution Pages Follow]

Exhibit "A"
Legal Description

Tract "A" of "SANTA FE OFFICE PARK SUBDIVISION" according to the Plat thereof, as recorded in Plat Book 168, at Page 4 of the Public Records of Miami-Dade County, Florida.

MC

**JOINDER BY MORTGAGEE
CORPORATION**

The undersigned Premier American Bank, N.A., a national banking association, as successor by assignment of Premier American Bank, a Florida bank, Mortgagee, under that certain mortgage from The Office Park, LLC, a Florida limited liability company, dated May 13, 2005, and recorded May 16, 2005, in Official Records Book 23376, Pages 3088-3106, modified by that certain Modification of Promissory Note and Mortgage and Security Agreement dated December 29, 2005, recorded February 6, 2006, in Official Records Book 24213, Pages 51-54, further modified by that certain Second Modification of Promissory Note and Mortgage and Security Agreement dated March 29, 2006, recorded April 14, 2006, in Official Records Book 24429, Pages 3323-3326, further modified by that certain Third Modification of Promissory Note and Mortgage and Security Agreement, dated June 20, 2006, recorded July 25, 2006, in Official Records Book 24753, Pages 330-333, further modified by that certain Fourth Modification of Promissory Note and Mortgage and Security Agreement, dated September 28, 2006, recorded October 17, 2006, in Official Records Book 25011, Pages 26-29, further modified by that certain Fifth Modification of Promissory Note and Mortgage and Security Agreement, dated March 23, 2007, recorded April 5, 2007, in Official Records Book 25510, Pages 796-799, further modified by that certain Sixth Modification of Promissory Note and Mortgage and Security Agreement, dated August 28, 2007, recorded September 24, 2007, in Official Records Book 25947, Pages 1688-1691, as further modified by that certain Modification of Mortgage and Conditional Assignment of Leases Agreement and Receipt for Future Advance, dated February 28, 2008, recorded March 4, 2008, in Official Records Book 26246, Pages 531-536, all of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

[Execution Pages Follow]

OPINION OF TITLE

To: Miami-Dade County

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement or in compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering, covering the real property, hereinafter described, it is hereby certified that I have examined Chicago Title Insurance Company Commitment No. 300505302 and Attorneys' Title Insurance Fund, Inc. certified computer update covering the period from the beginning to the 23rd day of June, 2010, at the hour of 11:00 PM, inclusive, of the following described property:

The South 132 feet of the East ½ of the NE ¼ of the NE ¼ of the SE ¼, less the East 35 feet and West 25 feet for street in Section 6, Township 55 South, Range 40 East, lying and being in Miami-Dade County, Florida.

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property is vested in:

THE OFFICE PARK, LLC, a Florida limited liability company

Subject to the following encumbrances, liens and other exceptions (If "none" please indicate):

1. **RECORDED MORTGAGES:**

Mortgage and Security Agreement executed by The Office Park, LLC, a Florida limited liability company, in favor of Premier American Bank, in the original principal amount of \$1,015,000.00, dated May 13, 2005, and recorded May 16, 2005, in Official Records Book 23376, Pages 3088-3106, modified by that certain Modification of Promissory Note and Mortgage and Security Agreement dated December 29, 2005, recorded February 6, 2006, in Official Records Book 24213, Pages 51-54, further modified by that certain Second Modification of Promissory Note and Mortgage and Security Agreement dated March 29, 2006, recorded April 14, 2006, in Official Records Book 24429, Pages 3323-3326, further modified by that certain Third Modification of Promissory Note and Mortgage and Security Agreement, dated June 20, 2006, recorded July 25, 2006, in

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2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

N/A

3. **GENERAL EXCEPTIONS:**

1. All taxes for the year in which this opinion is rendered and subsequent years.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easement or claims of easements not shown by the public records.
5. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filed and artificially exposed lands and lands accreted to such lands.
7. Any lien provided by County Ordinance or by Ch. 159, F.S., in favour of any city, town, village or port authority, for unpaid service charges for services by any

water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favour of any county or municipality.

8. Open permits, if any, are neither insured or guaranteed under this commitment or any subsequent mortgage and/or owner's title policy.

4. **SPECIAL EXCEPTIONS:**

1. Conditional Assignment of Leases, Rents and Profits executed by the Office Park, LLC, a Florida limited liability company in favour of Premier American Bank, dated May 13, 2005, recorded May 16, 2005, in Official Records Book 23376, Pages 3107-3110, of the Public Records of Miami-Dade County, Florida.
2. State of Florida UCC Financing Statement securing Premier American Bank, recorded May 16, 2005, in Official Records Book 23376, Pages 3111-3112, of the Public Records of Miami-Dade County, Florida.
3. State of Florida UCC Financing Statement securing Premier American Bank, recorded March 4, 2008, in Official Records Book 26246, Pages 537-538, of the Public Records of Miami-Dade County, Florida.
4. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SANTA FE OFFICE PARK SUBDIVISION, as recorded in Plat Book 168, Page 4, of the Public Records of Miami-Dade County, Florida.
5. Agreement for Water and Sanitary Sewage Facilities between Miami-Dade County and The Office Park, LLC, dated January 10, 2006, recorded February 21, 2006, in Official Records Book 24252, Pages 3960-3988, of the Public Records of Miami-Dade County, Florida.
6. Declaration of Restrictions dated July 10, 2007, recorded August 22, 2007, in Official Records Book 25875, Pages 2833-2840, of the Public Records of Miami-Dade County, Florida.
7. Covenant Running with the Land in Favor of Miami-Dade County, dated January 16, 2008, recorded January 29, 2008, in Official Records Book 26186, Pages 1120-1121, of the Public Records of Miami-Dade County, Florida.
8. Covenant Running with the Land in Favor of Miami-Dade County, dated January 29, 2008, recorded January 30, 2008, in Official Records Book 26188, Pages 1815-1817, of the Public Records of Miami-Dade County, Florida.

9. Agreement for Water and Sanitary Sewage Facilities between Miami-Dade County and The Office Park, LLC, dated February 15, 2008, recorded April 30, 2008, in Official Records Book 26353, Pages 3046-3075, of the Public Records of Miami-Dade County, Florida.
10. Covenant for Maintenance of Landscaping within Right-of-Way, dated May 8, 2008, recorded May 13, 2008, in Official Records Book 26374, Pages 3351-3352, of the Public Records of Miami-Dade County, Florida.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
The Office Park, LLC, a Florida limited liability company	Owner	
Premier American Bank	Mortgagee	

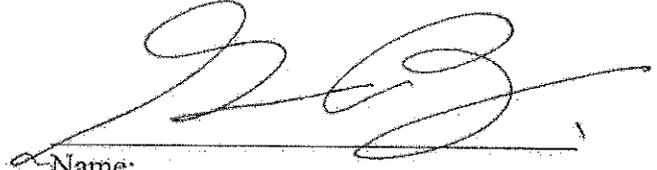
The following is a description of the aforementioned abstract and its continuations:

<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
	Chicago Title Insurance Company Commitment No. 300505302		Beginning to 4/19/05
	Attorney's Title Insurance CompanyFund, Inc. certified computer updates		4/19/05 to 6/23/10

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

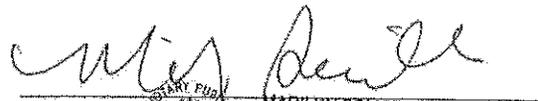
Respectfully submitted this 14 day of July, 2010



Name:
Gilberto Pastoriza, Esq.
Florida Bar No. 0749000
Address:
2525 Ponce de Leon Blvd, Suite 700
Coral Gables, FL 33134

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 14 day of July, 2010, by Gilberto Pastoriza, who is personally known to me or has produced _____, as identification.



Notary Public
MARILYN SOMODEVILLA
MY COMMISSION # DD 704986
EXPIRES: September 13, 2011
Banded Thru Budget Notary Services

My Commission Expires:

RECEIVED
By the Clerk for the record.

JUL 22 2010

Proposed Modification of Declaration of Restrictive Covenants

Item _____
Exhibit _____
Meeting _____

FROM:

5. **Limitations of Uses:** The aforescribed Property shall be limited and restricted in its uses to those uses as may be permitted in the BU-1A zoning classification as currently provided in Chapter 33 of the Code of Metropolitan Dade County, Florida, except that the subject property or any structure built thereon shall not be used for any of the following uses or activities: (a) video arcades, (b) package liquor stores, (c) pubs and bars, (except where such use is permitted as an integral part of a restaurant or other eating establishment), or (d) billiard rooms and pool halls.”

TO:

5. **Limitations of Uses:** The aforescribed Property shall be limited and restricted in its uses to those uses as may be permitted in the BU-1A zoning classification as currently provided in Chapter 33 of the Code of Metropolitan Dade County, Florida, except that the subject property or any structure built thereon shall not be used for any of the following uses or activities: (a) video arcades, (b) pubs and bars, (except where such use is permitted as an integral part of a restaurant or other eating establishment), or (c) billiard rooms and pool halls.”

Received by
Zoning Agenda Coordinator

JUL 20 2010

Galaxy Liquor Store Corp

10-014

ITEM 3

This instrument was prepared by
or under the supervision of:

Name: Felix M. Lasarte, Esq.
Address: The Lasarte Law Firm
3470 NW 82nd Avenue
Suite 660
Doral, Florida 33122

(Space reserved for Clerk of Court)

**MODIFICATION TO
DECLARATION OF RESTRICTIONS
RECORDED AT OFFICIAL RECORDS BOOK 13313, PAGE 2385**

THIS Modification to the Declaration of Restrictions Recorded at Official Records Book 13313, Page 2385 ("Modification") is made this ____ day of July, 2010, by MCW-RC FL-SHOPPES AT 104, LLC., a Delaware limited liability company (the "Owner"), in favor of Miami-Dade County, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, the Owner holds the fee simple title to that certain property lying, being and situated in Miami-Dade County, Florida, to-wit:

See attached Exhibit "A"

hereinafter referred to as the "Property";

WHEREAS, in May 1987, the then Owner of the Property filed an application (the "Former Application") designated as "Resolution No. Z-136-87" to request a district boundary change from RU-TH to BU-1A to permit the development of duplexes and a shopping center on the subject property ; and

WHEREAS, a Declaration of Restrictions (hereinafter referred to as the "Declaration") in favor of Miami-Dade County, was proffered and accepted by the Miami-Dade County Board of County Commissioners in connection with the Former Application and recorded in the Public

Records of Miami-Dade County in Official Records Book 13313, at Page 2385, which placed certain restrictions and conditions on the use of the Property including limiting the package liquor store use on the Property (attached hereto as Exhibit "B"); and

WHEREAS, the current Owner subsequently would like to establish a package liquor store on the Property and has filed a zoning application (Application No. Z2010000014) to call for a special exception to permit a liquor store within 2,500 feet from a church or school, and within 500 feet from an establishment where alcoholic beverages are sold to be consumed on or off the premises.

WHEREAS, the Owner as part of Application Z2010000014 is seeking, among other things, to modify the Declaration to permit package liquor stores; and

WHEREAS, the Declaration may only be modified pursuant to a public hearing; and

WHEREAS, a public hearing was held before the Miami-Dade County Board of County Commissioners (the "BCC") on _____, _____, at which hearing the BCC adopted Ordinance No. _____ (the "Ordinance"); and

WHEREAS, the Ordinance approved the modification of Paragraph 5 of the Declaration as follows:

FROM:

5. **Limitations of Uses:** The aforescribed Property shall be limited and restricted in its uses to those uses as may be permitted in the BU-1A zoning classification as currently provided in Chapter 33 of the Code of Metropolitan Dade County, Florida, except that the subject property or any structure built thereon shall not be used for any of the following uses or activities: (a) video arcades, (b) package liquor stores, (c) pubs and bars, (except where such use is permitted as an integral part of a restaurant or other eating establishment), or (d) billiard rooms

and pool halls.”

TO:

5. **Limitations of Uses:** The aforescribed Property shall be limited and restricted in its uses to those uses as may be permitted in the BU-1A zoning classification as currently provided in Chapter 33 of the Code of Metropolitan Dade County, Florida, except that the subject property or any structure built thereon shall not be used for any of the following uses or activities: (a) video arcades, (b) pubs and bars, (except where such use is permitted as an integral part of a restaurant or other eating establishment), or (c) billiard rooms and pool halls.”

NOW, THEREFORE, in consideration of the foregoing, and in order to assure Miami-Dade County, Florida (the "County") that the representations made by the Owner during Consideration of the new Application will be abided by the Owner, freely, voluntarily and without duress, Owners submits this Modification covering and running with the Property:

1. Paragraph 5 of the Declaration shall now read as follows:

1. 5. **Limitations of Uses:** The aforescribed Property shall be limited and restricted in its uses to those uses as may be permitted in the BU-1A zoning classification as currently provided in Chapter 33 of the Code of Metropolitan Dade County, Florida, except that the subject property or any structure built thereon shall not be used for any of the following uses or activities: (a) video arcades, (b) pubs and bars, (except where such use is permitted as an integral part of a restaurant or other eating establishment), or (c) billiard rooms and pool halls.”

[Signature Page Follows]

Exhibit "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 55 SOUTH, RANGE 39 EAST, OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE RUN N87°37'19"E, ALONG THE SOUTH LINE OF SAID SECTION 3, FOR 55.00 FEET TO A POINT; THENCE RUN N1°53'13"W, ALONG A LINE 55 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 3, FOR 105.43 FEET TO THE POINT OF BEGINNING OF HEREINAFTER DESCRIBED PARCEL:

FROM SAID POINT OF BEGINNING, THENCE CONTINUE N1°53'13"W, ALONG LAST DESCRIBED LINE, FOR 769.61 FEET; THENCE RUN N88°06'47"E FOR 575.61 FEET TO A POINT ON A CIRCULAR CURVE, FROM SAID POINT, THE CENTER OF THE NEXT DESCRIBED CURVE BEARS N79°32'37"E; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 16°31'44", A RADIUS OF 855.00 FEET, FOR AN ARC DISTANCE OF 246.65 FEET TO THE POINT OF TANGENCY; THENCE RUN S26°59'07"E FOR 174.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 24°36'26", A RADIUS OF 495.00 FEET, FOR AN ARC DISTANCE OF 212.59 FEET TO THE POINT OF TANGENCY; THENCE RUN S2°22'41"E FOR 168.87 FEET; THENCE RUN N87°37'19"E, AT RIGHT ANGLES, FOR 75.00 FEET; THENCE RUN S2°22'41"E, AT RIGHT ANGLES, FOR 20.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE RUN SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY, WHICH LIES ON A LINE 55 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 3; THENCE RUN S87°37'19"W, ALONG LAST DESCRIBED LINE, FOR 769.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE RUN WESTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 90°29'28", A RADIUS OF 50.00 FEET, FOR AN ARC DISTANCE OF 78.97 FEET TO THE POINT OF BEGINNING OF DESCRIBED PARCEL.

CONTAINS 575,167 SQUARE FEET OR 13.2040 ACRES OF LAND, MORE OR LESS, AND ALL LYING AND BEING IN DADE COUNTY, FLORIDA.

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5/12/87

OFF REC 13313: 2385

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner, or having some right, title or interest in the following described property, lying being and situated in Dade County, Florida, to wit:

See Attached Exhibit "A"

("hereinafter referred to as the "Property") in order to assure the County Commission of Dade County, Florida, that representations made to it by the undersigned during consideration of the application by 104th ASSOCIATES, a Florida General Partnership, and Joint Venture, application #86-809 will be abided by, voluntarily makes the following Declaration of Restrictions covering and running with the above-described real property:

(1) Monetary Fire Service Contribution:

a) Commercial Area: In order to help meet future fire service needs generated by the commercial portion of this application, the undersigned shall voluntarily contribute \$14,865.00, as adjusted for cost of living changes over time, to the Dade County Fire Department for expenditure within the "first-in" fire district serving the subject Property. The total fire service contribution, including adjustments for cost of living changes, will be paid in two separate installments. The first installment in the amount of \$7,432.50, as adjusted for cost of living changes, shall be due and payable upon the first plat approval or waiver of plat of any type for the subject Property, or any portion thereof. The second and final installment in the amount of \$7,432.50, as adjusted for cost-of-living changes, shall be due and payable upon the issuance of the initial building permit for

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the commercial Property, or any portion thereof.

b) Cost-of-Living Adjustments: All fire contribution installments shall be subject to cost-of-living adjustment over time beginning on the day following approval at a public hearing of the subject application and extending until the applicable installment is paid to the Dade County Fire Department. The standard for determining the cost-of-living adjustments shall be the Implicit Price Deflator for Gross Private Domestic Nonresidential Fixed Investment ("Deflator") issued quarterly by the Bureau of Economic Analysis, U.S. Department of Commerce. The Deflator for the quarter of the year in which the subject application is approved shall be taken as the Basic Standard. Cost-of-Living adjustments to fire contribution installments which are due and payable shall be made by multiplying the applicable installment by a fraction, the numerator of which shall be the New Deflator figure (such figure being the deflator figure for the quarter of the year in which the applicable installment is due and payable) and the denominator of which shall be the Basic Standard, and the result thus obtained shall be the installment to be paid by the undersigned to the Dade County Fire Department.

(2a) Specification of Site Plan: That said Property be developed substantially in accordance with the spirit and intent of the plan previously submitted, prepared by Robin Bosco, Architect and Planners, Inc., entitled, "Shopping Center, S.W. 104th Street and 147th Avenue", dated 4/10/87 on sheet 1; stamped received 4/29/87 on sheet 2; dated last revised 2/16/87 on sheets 3, 4, 6 and 7; dated 4/8/87 on sheet 5, and consisting of seven pages, said plan being on file with the Dade County Building and Zoning Department, and by reference made a part of this declaration. Additionally, because the out parcels are not a part of this site plan, the undersigned hereby covenants to incorporate, as a minimum, into the future site plans for the out parcels, the same dimensions for landscaping as are depicted on this site

MSA

plan.

OFF REC 13313 PG 2387

(2b) Architectural Continuity of the Out Parcels: The undersigned agrees to retain architectural control over construction and development to take place on each of the three out parcels, located within the Property, to assure that such development is harmonious with the architectural style reflected on the plans and specifications submitted in conjunction with the application. Once approved by the undersigned, the design of any improvements to be located on any out parcel shall be subject to the review and approval of the Building and Zoning Department.

(3) Landscaping in the Public Right-of-Way: In the event any landscaping is to be done in the public right-of-way, this landscaping shall be maintained by the undersigned. Additionally, the undersigned shall execute any covenants which may be required by the Public Works Department of Dade County for the right to landscape in the public right-of-way. In the event the landscaping plan is not approved by the Public Works Department, this provision shall be null and void.

(4) No Permits Until Water/Sewer Contracted For-No C.O. Until Water/Sewer Installed: The applicant voluntarily agrees not to apply for building permits on the subject property until (1) it has executed a contract with Miami Dade Water and Sewer Authority Department for the installation of the water and sewer system to serve the subject property, and (2) engineering plans for the water and sewer lines have been approved by the required regulatory agencies. Further, certificates of occupancy shall not be requested until the water and sewer lines have been installed and connection to the units has been made. The foregoing restriction shall not apply to requests for building permits for "dry entrance features, fill, walls and preconstruction work.

(5) Limitations Of Uses: The aforescribed Property shall be limited and restricted in its uses to those uses as may be permitted in the BU-1A zoning classification as currently pro-

 MSA

vided in Chapter 33 of the Code of Metropolitan Dade County, Florida, except that the subject property or any structure built thereon shall not be used for any of the following uses or activities: (a) video arcades, (b) package liquor stores, (c) pubs and bars, (except where such use is permitted as an integral part of a restaurant or other eating establishment, or (d) billiard rooms and pool halls.

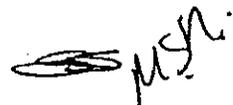
(6) Order Of Development: The undersigned promises that the residential (RU-2) portion of the Property shall be developed simultaneously or prior to the commercial development.

(7) Authorization For Building And Zoning Department To Withhold Permits and Inspections: In the event payments are not made as promised, or improvements are not made as promised, in addition to any other remedies available, the Dade County Building and Zoning Department is hereby authorized to withhold any further permits, and refuse any inspections or grant any approvals, until such time as the Declaration is complied with.

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

As further part of this Declaration, it is hereby understood that any official inspector of the Dade County Building and Zoning Department, or its agents duly authorized, has the privilege at any time during normal working hours of entering and investigating the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein-agreed to are being complied with.

These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

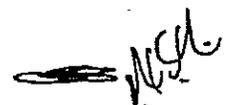
 MGR.

This Declaration on the part of the owner shall constitute a covenant running with the land and may be recorded in the public records of Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned, and their heirs, successors and assigns until such time as the same is modified and released.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are^o recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the, then, owner(s) of the subject real property has been recorded agreeing to change or release the covenants in whole, or in part, provided that the covenants have first been modified or released by Dade County.

This Declaration of Restrictive Covenants may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner of the fee simple title of such lands petitioning such modification, amendment or release, provided that the same is also approved by the Board of County Commissioners of Metropolitan Dade County, Florida, after public hearing. Should this Declaration of Restrictive Covenants be so modified, amended or released, the Director of the Metropolitan Dade County Building and Zoning Department, or the executive officer of the successor of such department, or in the absence of such director or executive officer, by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement shall be by action at law or in equity against any parties or persons violating, or attempting to violate, any covenants, either to restrain violation or to recover damages. The prevailing party in the action, or suit, shall be entitled to



of said corporations existing under the laws of the state of Florida and which said corporations are known by me to be the entities described and which executed the foregoing instrument as Partners and Joint Venturers of 104TH Associates, a Florida General Partnership and Joint Venture, the said officers of the said corporations being likewise known by me to be the officers thereof who, in the official capacity as such officers of said corporations executed, signed, and delivered the said instrument as the act and deed of said corporations, and the said officers of said corporations then and there acknowledge to and before me that they executed the said instrument, acting in the said official capacity, for and as to the act and deed of said corporations and in its name, and impress thereon their corporate seals for the uses and purposes thereon mentioned, and after being duly authorized and directed.

WITNESS my hand and official seal at Miami, in the County and State aforesaid, on this 13th day of MAY, 1987.

My Commission Expires:

James M. [Signature]
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

MSA

JOINER BY MORTGAGEE

The undersigned, FLAGLER FEDERAL SAVINGS AND LOAN ASSOCIATION OF MIAMI,
 a corporation existing under the laws of the United States of America, Mortgagee,
~~Florida Corporation, Mortgagee, under that certain mortgage from~~
American Equity Centers Corporation, a Florida corporation,
and H.M.F. Investments, Inc., a Florida corporation, dated the 17th day of December,
1987, and recorded in Official Records Book 13123, Page 602, of the
 Public Records of Dade County, Florida, in the original amount of
1,950,000.00 covering all/or a portion of the property described
 in the foregoing agreement, do hereby acknowledge that the terms of this
 agreement are and shall be binding upon the undersigned and its successors
 in title.

IN WITNESS WHEREOF, these presents have been executed this 18th
 day of MAY, 1987.

FLAGLER FEDERAL SAVINGS AND LOAN ASSOCIATION OF MIAMI
 Name of Corporation

By Herschel Rosenthal
 President

Attest: Robert Leverage (SEAL)
 Secretary

STATE OF FLORIDA
 COUNTY OF DADE

BEFORE ME, the undersigned authority, this day appeared Herschel Rosenthal
 and Robert Leverage, both being to me well known and known by
 me to be the President and Asst. Secretary of FLAGLER FEDERAL SAVING
AND LOAN ASSOCIATION OF MIAMI,
 under the laws of the State of Florida,
 and which said Corporation is known by me to be the persons described in and
 which executed the foregoing instrument, the said officers of the said Corpora-
 tion being likewise known by me to be the officers thereof who, in their
 official capacities as such officers of said Corporation executed, signed
 and delivered the said instrument as the act and deed of said Corporation,
 and the said officers of said Corporation then and there severally acknowledged
 to and before me that they executed the said instrument, acting in their said
 official capacities, for and as to the act and deed of said Corporation and in
 its name, and impressed thereon its Corporate Seal, for the uses and purposes
 therein mentioned, and after being duly authorized and directed.

WITNESS my hand and official Seal at Miami in the County and
 State aforesaid, on this, the 18th day of May, 1987.

My Commission Expires:
 NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXP. APR 30, 1989
 BONEN, DAN, CLERK, INC., INC.

Remy S. Hroch
 Notary Public, State of Florida
 At Large

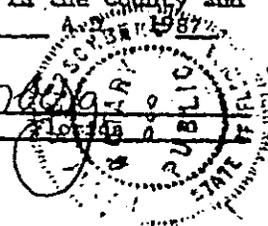


EXHIBIT "A"
LEGAL DESCRIPTION

SUBJECT: SHOPPING CENTER
 S.W. 104th STREET & 147th AVENUE
 MIAMI, FLORIDA

COMMERCIAL PARCEL

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 55 SOUTH, RANGE 39 EAST, OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE RUN N87°37'19"E, ALONG THE SOUTH LINE OF SAID SECTION 3, FOR 55.00 FEET TO A POINT; THENCE RUN N1°53'13"W, ALONG A LINE 55 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 3, FOR 105.43 FEET TO THE POINT OF BEGINNING OF HEREINAFTER DESCRIBED PARCEL:

FROM SAID POINT OF BEGINNING, THENCE CONTINUE N1°53'13"W, ALONG LAST DESCRIBED LINE, FOR 769.61 FEET; THENCE RUN N88°06'47"E FOR 575.61 FEET TO A POINT ON A CIRCULAR CURVE, FROM SAID POINT, THE CENTER OF THE NEXT DESCRIBED CURVE BEARS N79°32'37"E; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 16°31'44", A RADIUS OF 855.00 FEET, FOR AN ARC DISTANCE OF 246.65 FEET TO THE POINT OF TANGENCY; THENCE RUN S26°59'07"E FOR 174.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 24°36'26", A RADIUS OF 495.00 FEET, FOR AN ARC DISTANCE OF 212.59 FEET TO THE POINT OF TANGENCY; THENCE RUN S2°22'41"E FOR 168.87 FEET; THENCE RUN N87°37'19"E, AT RIGHT ANGLES, FOR 75.00 FEET; THENCE RUN S2°22'41"E, AT RIGHT ANGLES, FOR 20.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE RUN SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY, WHICH LIES ON A LINE 55 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 3; THENCE RUN S87°37'19"W, ALONG LAST DESCRIBED LINE, FOR 769.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE RUN WESTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 90°29'28", A RADIUS OF 50.00 FEET, FOR AN ARC DISTANCE OF 78.97 FEET TO THE POINT OF BEGINNING OF DESCRIBED PARCEL.

CONTAINS 575,167 SQUARE FEET OR 13.2040 ACRES OF LAND, MORE OR LESS, AND ALL LYING AND BEING IN DADE COUNTY, FLORIDA.

PREPARED BY: A. R. TOUSSAINT & ASSOCIATES, INC.
 LAND SURVEYORS
 620 N.E. 126th ST. NORTH MIAMI, FLA.

BY: Howard C. Gamble V. PRES.
 HOWARD C. GAMBLE
 REGISTERED LAND SURVEYOR NO. 1683
 STATE OF FLORIDA

ORDER NO. 8779-B
 DATE: FEB. 23, 1987

EXHIBIT "A" CONT.
LEGAL DESCRIPTION

SUBJECT: SHOPPING CENTER
S.W. 104th STREET & 147th AVENUE
MIAMI, FLORIDA

RESIDENTIAL PARCEL

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 55 SOUTH, RANGE 39 EAST, OF DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE RUN N87°37'19"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, FOR 930.00 FEET; THENCE RUN N2°22'41"W, AT RIGHT ANGLES, FOR 100.27 FEET; THENCE RUN S87°37'19"W, AT RIGHT ANGLES, FOR 30.00 FEET TO THE POINT OF BEGINNING OF HEREINAFTER DESCRIBED PARCEL OF LAND:

FROM SAID POINT OF BEGINNING, THENCE CONTINUE S87°37'19"W FOR 75.00 FEET; THENCE RUN N2°22'41"W, AT RIGHT ANGLES, FOR 168.87 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE TO THE WEST, HAVING FOR ITS ELEMENTS, A CENTRAL ANGLE OF 24°36'26", A RADIUS OF 495.00 FEET, FOR AN ARC DISTANCE OF 212.59 FEET TO THE POINT OF TANGENCY; THENCE RUN N26°59'07"W FOR 174.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING FOR ITS ELEMENTS, A CENTRAL ANGLE OF 16°31'44", A RADIUS OF 855.00 FEET, FOR AN ARC DISTANCE OF 246.65 FEET; THENCE RUN N88°06'47"E FOR 75.92 FEET TO A POINT ON A CIRCULAR CURVE, FROM SAID POINT, THE CENTER OF THE NEXT DESCRIBED CURVE BEARS N78°42'46"E; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING FOR ITS ELEMENTS, A CENTRAL ANGLE OF 15°41'53", A RADIUS OF 780.00 FEET, FOR AN ARC DISTANCE OF 213.71 FEET TO THE POINT OF TANGENCY; THENCE RUN S26°59'07"E FOR 174.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 24°36'26", A RADIUS OF 570.00 FEET, FOR AN ARC DISTANCE OF 244.80 FEET TO THE POINT OF TANGENCY; THENCE RUN S2°22'41"E FOR 168.87 FEET TO THE POINT OF BEGINNING OF DESCRIBED PARCEL.

CONTAINS 60,193 SQUARE FEET OR 1.3818 ACRES OF LAND, MORE OR LESS, AND ALL LYING AND BEING IN DADE COUNTY, FLORIDA.

PREPARED BY: A. R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
620 N.E. 126th ST. NORTH MIAMI, FLA.

BY: Howard C. Gamble v. PRES.

HOWARD C. GAMBLE
REGISTERED LAND SURVEYOR NO. 1683
STATE OF FLORIDA

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
BY LAND SURVEYOR
RICHARD P. FORTNER
JAN 28 1987

ORDER NO. 8779-A
DATE: FEB. 23, 1987

Received by
Zoning Agenda Coordinator

JUL 21 2010

Brownsville Village III-V, Ltd
+ MIAMI-DADE TRANSIT DEPARTMENT

10-049

ITEM # 4

DRAFT.

This instrument was prepared by:

Name: Ryan D. Bailine, Esq.
Address: Shutts & Bowen LLP
1500 Miami Center
201 S. Biscayne Boulevard
Miami, Florida 33131

(Space reserved for Clerk of Court)

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS ("Declaration") is made this ___ day of _____, 2010, by **Miami-Dade County**, a political subdivision of the State of Florida, through the Miami-Dade Transit Agency ("County"), **St. Agnes Housing Corporation**, a Florida not-for-profit corporation ("St. Agnes"), **CDG Brownsville Holdings, LLC**, a Florida limited liability company ("Brownsville Holdings"), **Carlisle Group IV, Ltd.**, a Florida limited partnership ("Carlisle IV"), **Brownsville Village II, Ltd.**, a Florida limited partnership ("Brownsville II"), **Brownsville Village III, Ltd.**, a Florida limited partnership ("Brownsville III"), **Brownsville Village IV, Ltd.**, a Florida limited partnership ("Brownsville IV"), **Brownsville Village V, Ltd.**, a Florida limited partnership ("Brownsville V", and together with Brownsville Holdings, Carlisle IV, Brownsville II and Brownsville III, are collectively referred to hereinafter as the "Developer"), in favor of the County.

WITNESSETH:

WHEREAS, St. Agnes, has a leasehold interest in that certain property lying, being and situated in Miami-Dade County, Florida, more particularly described on the attached Exhibit "A" hereinafter referred to as the "Property", and also has the option to purchase the Property pursuant to the terms of that certain Brownsville Metrorail Station Transit Oriented Development Amended and Restated Lease Agreement by and between St. Agnes and the County, dated May 4, 2009;

WHEREAS, the Developer has a sub-leasehold interest in the Property and intends to develop the Property as shown on the Site Plan attached as **Exhibit "B"**;

WHEREAS, a Public Hearing was held before the Board of County Commissioners (the "Board") on February 5, 2009 (the "First Hearing") in connection with Public Hearing Application Z-09-001 (the "First Application"), during which hearing the Board adopted Resolution No. Z-3-09 (the "First Resolution"), a copy of which is attached as **Exhibit "C"**;

WHEREAS, a Public Hearing was held before the Board on March 4, 2010 (the "Second Hearing") in connection with Public Hearing Application Z-09-140 (the "Second Application"), during which hearing the Board adopted Resolution No. Z-2-10 (the "Second Resolution"), a copy of which is attached as **Exhibit "D"**;

WHEREAS, a Public Hearing was held before the Board on July 22, 2010 (the "Third Hearing") in connection with Public Hearing Application Z-10-049 (the "Third Application"), during which hearing the Board adopted Resolution No. _____ (the "Third Resolution"), a copy of which is attached as **Exhibit "E"**;

WHEREAS, the First Resolution, the Second Resolution and the Third Resolution (collectively, the "Resolutions") approve, among other things, the development shown on the Site Plan entitled "Brownsville Transit Village Phases III, IV & V", date stamped received June 11, 2010, a copy of which is attached as **Exhibit "F"** (the "Site Plan");

WHEREAS, the Second Resolution contains a specific condition that one hundred (100) of the approved residential dwelling units be restricted to elderly housing;

WHEREAS, as a condition of the Third Resolution, the Developer agreed to enter into this Declaration.

NOW, THEREFORE, IN ORDER TO ASSURE the County that the conditions contained in the Resolutions and the representations made by the Developer during the First Hearing, the Second Hearing and the Third Hearing will be abided by, the Developer freely, voluntarily, and without duress makes the following declaration of restrictions:

1. **Elderly Housing**: The Developer hereby declares that the one hundred (100) dwelling units identified on the Site Plan as Phase II will be restricted for elderly housing.

2. **Site Plan**: The Property will be developed substantially in accordance with the site plan submitted for hearing entitled 'Brownsville Transit Village III, IV & V,' as prepared by Corwil Architects, Inc., dated stamped received June 11, 2010 and consisting of fifty one (51) sheets.

3. **Conveyance of Property**. In the event of a conveyance of all or a portion of the Property, a Unity of Title or Covenant in Lieu of Unity of Title shall be entered into and recorded to assure that all common areas and facilities for use of all residents will be maintained in a continuous and satisfactory manner, and without expense to the taxpayers of the County.

4. **Street Trees on NW 53rd Street**. Street trees shall be installed in grates within the NW 53 Street sidewalk promenades and within the sidewalk promenade proposed parallel to and adjoining the Phase II and Phase IV apartment buildings, at a maximum average spacing of twenty-five (25) feet on center, and at time of planting, have an average overall height of eighteen (18) feet or higher and a minimum caliper of four (4) inches. Palms shall not be used as a street tree.

5. **Street Lighting**. Street lighting shall be installed along a line setback five (5) feet from the right-of-way of NW 29 Avenue and NW 53 Street and along a line setback five (5) feet from the outer edge of the sidewalk promenade adjoining Phases II, III and IV. All light

fixtures shall be of a pedestrian scale, with a maximum height of eighteen (18) feet and a maximum spacing between fixtures of fifty (50) feet.

6. **Lot Trees and Hedges Adjacent to Phase V Residential Building.** Lot trees and a hedge shall be planted along the South property line, where the proposed Phase V apartment building abuts the residential area to the South. Trees, at time of planting, shall be installed at a maximum average spacing of twenty-five (25) feet on center, have an overall height of sixteen (16) feet or higher and a minimum four (4) inch caliper. The hedge shall consist of a drought and shade tolerant species planted at a minimum of four (4) feet and spaced no more than thirty-six (36) inches apart at time of planting.

7. **Landscaping.** Landscaping shall be installed between the sidewalk promenade and the North and East sides of the Phase III apartment building, and between the sidewalk promenade and the East side of the Phase IV apartment building, consistent with plant species, number and height of plants, and spacing of plant material at time of installation which is proposed between the NW 29 Avenue and NW 53 Street sidewalk promenade and the North and West sides of the Phase I apartment building.

Landscaping within the right of way line of NW 29 Avenue and the Phase V apartment building shall be installed, consistent with plant species, number sizes and height of plants, including plant material spacing shown for the adjoining townhouse type units facing NW 29 Avenue.

The following provisions are intended to further clarify the precise location of the above landscaping:

(a) Landscaping shall be installed around the approved residential buildings as follows: (i) in the sidewalk promenade parallel to the North side of the approved Phase III

building; (ii) in the sidewalk promenade parallel to the East side of the approved Phase III building; and (iii) in the sidewalk promenade parallel to the East side of the approved Phase II and Phase IV buildings. Such landscaping shall be consistent with the height of plant, and spacing of material, as provided for in Section 4 of this Declaration.

(b) Landscaping shall be installed in the portion of the sidewalk promenade on NW 29th Avenue parallel to the West side of the approved Phase V building. Such landscaping shall be consistent with the height of plant, and spacing of material, as provided for in Section 4 of this Declaration.

8. **Transit Station Plaza Improvements.** Prior to December 31, 2010 the Developer shall submit to the Department of Planning and Zoning and the Miami Dade Transit Department for review and approval, a landscaping and enhancement plan for the Brownsville Metro Rail Transit Station Plaza located between NW 27th Avenue and the East boundary of the Property ("Station Plan"). A copy of the approved Station Plan will be recorded in the Miami-Dade County public records by the Developer, at the Developer's expense. The parties to this Declaration agree that the County's acceptance of the completed improvements made by the Developer as shown on the Station Plan will confirm the Developer's satisfaction of the requirements of this Section 8, as well as any condition similar to the requirements of this Section 8, contained in the Third Resolution.

9. **County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

10. **Covenant Running with the Land.** This Declaration shall constitute a covenant running with the land and shall be recorded, at Developer's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Developer, St. Agnes, the County and their respective heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of the County and the public welfare. Developer, St. Agnes, the County and their respective heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

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

12. **Modification, Amendment, Release.** This Declaration may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Miami-Dade Transit Agency and the Board of County Commissioners of Miami-Dade County, Florida.

Should this Declaration be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer or successor of such department, or in the absence of such director or executive officer by his assistant in charge of

the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

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

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

15. **Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida, at the cost of the Developer, within ___ days following the expiration of the period to appeal the approval of the Third Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the Third Application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Third Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written

instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

16. **Acceptance of Declaration.** Acceptance of this Declaration does not entitle the Developer to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

17. **Developer.** The term "Developer" shall include the Developer, and its respective heirs, successors and assigns, as applicable.

18. **St. Agnes.** The term "St. Agnes" shall include St. Agnes, and its respective heirs, successors and assigns, as applicable.

19. **County.** The term "County" shall include the County, and its respective agencies, successors and assigns, as applicable.

20. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

21. **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed in their name on this ____ day of _____, 2010.

WITNESSES:

Carlisle Group IV, Ltd.,
a Florida limited partnership

Witness

Printed Name

Witness

Printed Name

By: Carlisle Group IV, LLC, a Florida limited liability company, its General Partner

By: _____
Matthew Greer, Managing Member

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Matthew Greer, as Managing Member of Carlisle Group IV, LLC, a Florida limited liability partnership, general partner of Carlisle Group IV, Ltd., a Florida limited partnership, on behalf of said partnership, who is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public – State of Florida

Printed Name

WITNESSES:

Brownsville Village II, Ltd., a Florida limited partnership

By: Brownsville Village II, LLC, a Florida limited liability company, its general partner

Witness

Printed Name

**By: _____
Matthew Greer, Manager**

Witness

Printed Name

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Matthew Greer, as Manager of Brownsville Village II, LLC., a Florida limited liability company, as the general partner of Brownsville Village II, Ltd. He is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public – State of Florida

Printed Name

WITNESSES:

Brownsville Village III, Ltd., a Florida limited partnership

By: Brownsville Village III, LLC, a Florida limited liability company, its general partner

Witness

Printed Name

By: _____
Matthew Greer, Manager

Witness

Printed Name

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Matthew Greer, as Manager of Brownsville Village III, LLC., a Florida limited liability company, as the general partner of Brownsville Village III, Ltd. He is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public – State of Florida

Printed Name

WITNESSES:

Brownsville Village IV, Ltd., a Florida limited partnership

By: Brownsville Village IV, LLC, a Florida limited liability company, its general partner

Witness

Printed Name

**By: _____
Matthew Greer, Manager**

Witness

Printed Name

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Matthew Greer, as Manager of Brownsville Village IV, LLC., a Florida limited liability company, as the general partner of Brownsville Village IV, Ltd. He is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public – State of Florida

Printed Name

WITNESSES:

Brownsville Village V, Ltd., a Florida limited partnership

By: Brownsville Village V, LLC, a Florida limited liability company, its general partner

Witness

Printed Name

**By: _____
Matthew Greer, Manager**

Witness

Printed Name

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Matthew Greer, as Manager of Brownsville Village V, LLC., a Florida limited liability company, as the general partner of Brownsville Village V, Ltd. He is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public – State of Florida

Printed Name

WITNESSES:

St. Agnes Housing Corporation,
a Florida not-for-profit corporation

Witness

Printed Name

Witness

Printed Name

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

By: _____
Father Richard LM Barry, President/CEO

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Father Richard LM Barry, as President of St. Agnes Housing Corporation, a Florida not-for-profit corporation, on behalf of said corporation, who is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public – State of Florida

Printed Name

WITNESSES:

CDG Brownsville Holdings, LLC,
a Florida limited liability company

Witness

Printed Name

Witness

Printed Name

By: _____
Matthew Greer, Manager

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Matthew Greer, as Manager of CDG Brownsville Holdings, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public – State of Florida

Printed Name

[MIAMI DADE COUNTY SIGNATURE PAGE]

EXHIBIT "A"

Legal Description of Subject Property

A PARCEL OF LAND, BEING A PORTION OF TRACT "A", "BROWNSVILLE STATION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 88, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE SOUTHWEST CORNER OF SAID TRACT "A"; THENCE ALONG THE WEST LINE OF SAID TRACT "A", NORTH 02°11'49" WEST, A DISTANCE OF 622.50 FEET TO A POINT OF A TANGENT CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 89°53'53", AN ARC DISTANCE OF 39.23 FEET, A CHORD DISTANCE OF 35.32 FEET AND A CHORD BEARING OF NORTH 42°45'08" EAST TO A POINT OF TANGENCY AND THE NORTH LINE OF SAID TRACT "A"; THENCE NORTH 87°42'04" EAST ALONG SAID NORTH LINE OF TRACT "A" A DISTANCE OF 345.00 FEET TO A POINT; THENCE SOUTH 02°11'49" EAST A DISTANCE OF 553.00 FEET TO A POINT; THENCE SOUTH 87°41'27" WEST A DISTANCE OF 171.46 FEET TO A POINT; THENCE SOUTH 02°11'49" EAST A DISTANCE OF 94.39 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "A"; THENCE SOUTH 87°41'27" WEST ALONG THE SOUTH LINE OF SAID TRACT "A" A DISTANCE OF 198.50 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING, BEING AND SITUATE IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 223,199.69 SQUARE FEET +/-, 5.12 ACRES +/-.

EXHIBIT "B"

Site Plan

EXHIBIT "C"

Resolution No Z-3-09

EXHIBIT "D"

Resolution No Z-2-10

Exhibit "E"

Resolution No Z- -

Exhibit "F"

Site Plan dated June 11, 2010

AGAINST Speaker's Card (For Appearance Before the Board of County Commission)

Today's Date: 7/22/10 BCC Mtg. Date: 7/22/10 Agenda Item#: 02-56-39

Subject: Valencia School Development

Name: Alicia Pelletier

Address: 18701 SW 134 AVE MIAMI, FL 33177

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes No

If yes, please list name: _____
Organization Firm Client

Have you registered with the Clerk of the Board? Yes No

Do you require an interpreter?
 Necesita un intérprete? Spanish/Español Eske w bezwen yon Entèprèt? Creole/Kreyol

AGAINST Speaker's Card (For Appearance Before the Board of County Commission)

Today's Date: 7-22-2010 BCC Mtg. Date: 7-22-2010 Agenda Item#: 02-56-39

Subject: VALENCIA SCHOOL DEVELOPMENT, LLC

Name: ELSA ARELLANO

Address: 18701 SW 134 AVE MIAMI FL 33177

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes No

If yes, please list name: _____
Organization Firm Client

Have you registered with the Clerk of the Board? Yes No

Do you require an interpreter?
 Necesita un intérprete? Spanish/Español Eske w bezwen yon Entèprèt? Creole/Kreyol