

MEMORANDUM

Agenda Item No. 11(A)(2)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 16, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving settlement of pending lawsuit pursuant to approval of the Second Amendment to the Declaration of Restrictions between Miami-Dade County and International Atlantic LLC ("IAL") to extend term of Declaration by approximately 10 years, and require IAL to pay \$5,000,000.00 plus interest in economic development payments to Miami-Dade County; authorizing the County Mayor to execute the Second Amendment, to take all actions to effectuate same, and to exercise all rights and obligations contained therein, including dismissal of the lawsuit

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.


Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 16, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(2)

Please note any items checked.

- “3-Day Rule” for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- No committee review**
- Applicable legislation requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(2)
7-16-25

RESOLUTION NO. _____

RESOLUTION APPROVING SETTLEMENT OF PENDING LAWSUIT PURSUANT TO APPROVAL OF THE SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS BETWEEN MIAMI-DADE COUNTY AND INTERNATIONAL ATLANTIC LLC (“IAL”) TO EXTEND TERM OF DECLARATION BY APPROXIMATELY 10 YEARS, AND REQUIRE IAL TO PAY \$5,000,000.00 PLUS INTEREST IN ECONOMIC DEVELOPMENT PAYMENTS TO MIAMI-DADE COUNTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE SECOND AMENDMENT, TO TAKE ALL ACTIONS TO EFFECTUATE SAME, AND TO EXERCISE ALL RIGHTS AND OBLIGATIONS CONTAINED THEREIN, INCLUDING DISMISSAL OF THE LAWSUIT

WHEREAS, on March 3, 2015, the Board of County Commissioners adopted Resolution No. R-255-15, authorizing the conveyance of approximately 82 acres of County-owned land located in northwest Miami-Dade County to International Atlantic LLC (“IAL”) for economic development purposes; and

WHEREAS, the conveyance was accompanied by a Declaration of Restrictions, which imposed specific development and job creation obligations upon IAL to be satisfied within certain time periods from the date of conveyance; and

WHEREAS, the Declaration of Restrictions reflected the County’s expectation that development of the site by IAL would generate substantial economic benefits, including private capital investment and employment opportunities for County residents; and

WHEREAS, IAL did not fulfill the obligations outlined in the Declaration of Restrictions within the prescribed timeframes, specifically by not applying for and diligently pursuing all development approvals necessary for the project within five years of the date of conveyance; and

WHEREAS, as a result, on April 17, 2025, Miami-Dade County filed a lawsuit against IAL in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, seeking \$5,000,000.00 in liquidated damages for failure to comply with the terms of the Declaration; and

WHEREAS, the County and IAL now desire to resolve this matter without further litigation by entering into a Second Amendment to the Declaration of Restrictions (“Second Amendment”); and

WHEREAS, the County administration, with the assistance of the County Attorney’s Office, negotiated the terms of the Second Amendment, and the County Mayor has issued a memorandum recommending the approval of the Second Amendment and settlement of the lawsuit, which memorandum is attached hereto as Exhibit “A”; and

WHEREAS, under the terms of the Second Amendment, IAL agrees to pay Miami-Dade County \$5,000,000.00, plus applicable interest, in economic development payments over a five year period, with all payments due no later than September 30, 2029 and to extend the term of the Declaration such that it will expire 20 years after the date of the Second Amendment; and

WHEREAS, Miami-Dade County will dismiss the lawsuit filed in the Eleventh Judicial Circuit and will agree to cooperate with IAL and use good faith, reasonable efforts to seek funding from the Florida Department of Transportation for the development of I-75 and other local roads; and

WHEREAS, this Board desires to approve the Second Amendment, in substantially the form attached hereto as Exhibit “B” and made a part hereof, and authorize the County Mayor or County Mayor’s designee to execute the agreement, take all actions to effectuate same, and exercise all rights and obligations contained therein,

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

Section 1. Incorporates herein and approves the recital clauses set forth above.

Section 2. Approves the settlement of the pending lawsuit styled, *Miami-Dade County v. International Atlantic, LLC*, 2025-007109-CA-01, pursuant to the Second Amendment, in substantially the form attached hereto as Exhibit “B”, and authorizes the County Mayor or County Mayor’s designee to execute the Second Amendment, to take all actions to effectuate same, and to exercise all rights and obligations contained therein, including but not limited to, the dismissal of the lawsuit.

Section 3. Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or County Mayor’s designee to record the Second Amendment in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this Resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Juan Carlos Bermudez and was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of July, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Lauren Morse
Monica Rizo Perez

Memorandum

**Date:**

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Second Amendment to the Declaration of Restrictions for International Atlantic LLC and Settlement of Lawsuit

Executive Summary

In 2015, Miami-Dade County conveyed approximately 82 acres of land to International Atlantic LLC (“IAL”) for economic development purposes pursuant to Resolution No. R-255-15. In connection with this conveyance, a Declaration of Restrictions was executed and recorded, requiring IAL to fulfill certain development and job creation obligations over a period of five (5), ten (10) and fifteen (15) years of the conveyance date. On April 17, 2025, Miami-Dade County initiated legal action against IAL in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, citing IAL’s failure to meet the terms of the Declaration of Restrictions and seeking \$5,000,000.00 in liquidated damages. This Second Amendment to the Declaration of Restrictions provides that IAL agrees to pay Miami-Dade County \$5,000,000.00, plus applicable interest, in economic development payments and Miami-Dade County agrees to dismiss the pending lawsuit.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the Second Amendment to the Declaration of Restrictions between Miami-Dade County and International Atlantic LLC (“IAL”), pursuant to which IAL agrees to pay Miami-Dade County \$5,000,000.00, plus applicable interest, in economic development payments and to extend the term of the Declaration by approximately 10 years. Miami-Dade County will dismiss the pending lawsuit filed against IAL in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County and will agree to cooperate with IAL in seeking to obtain transportation funding from the Florida Department of Transportation (“FDOT”).

The economic development payment schedule of \$5,000,000.00, plus interest, is as follows.

- \$1,000,000.00 within thirty (30) days of the Second Amendment Effective Date;
- \$1,000,000.00 on or before September 30, 2026;
- \$1,150,000.00 on or before September 30, 2027 (this includes a five percent (5%) interest payment on the \$3,000,000.00 balance owed);
- \$1,100,000.00 on or before September 30, 2028 (this includes a five percent (5%) interest payment on the \$2,000,000.00 balance owed); and
- \$1,050,000.00 on or before September 30, 2029 (this includes a five percent (5%) interest payment on the \$1,000,000.00 balance owed).

If IAL pays the full \$5,000,000.00 on or before September 30, 2026, no interest shall be due.

Scope

This Second Amendment is related to Resolution No. R-255-15, which conveyed approximately 82 acres of land in NW Miami-Dade County to IAL and acknowledged the significant economic development benefits that would accrue to the County and its residents from this development and operation.

Delegation of Authority

Directs the County Mayor or the County Mayor's designee to execute the amendment and to exercise all rights and obligations contained therein.

Fiscal Impact/Funding Source

This Second Amendment requires IAL to pay Miami-Dade County \$5,000,000.00, plus interest, in economic development payments over a five (5) year period, with full payment due no later than September 30, 2029. The \$2,000,000.00 in payments received on or before September 30, 2026, shall be applied to budget deficits in the Department of Transportation and Public Works (DTPW). The remaining \$3,000,000.00 in payments, plus applicable interest, received on or before September 30, 2029, shall be applied to the DTPW budget.

Track Record/Monitor

James Kohnstamm, Director of Economic Development, Office of Innovation and Economic Development within Regulatory and Economic Resources Department (RER) or its successor, will oversee IAL's compliance with payment requirements and compliance with all other terms of the Declaration of Restrictions, as amended.

Background

In 2015, the Board of County Commissioners adopted Resolution No. R-255-15, approving the conveyance of approximately 82 acres of County-owned land in northwest Miami-Dade County to International Atlantic LLC ("IAL") for economic development purposes. The Contract required that the Property be solely used for the development and operation of a commercial mixed-use project and provided for specific economic development obligations. The conveyance was accompanied by a Declaration of Restrictions requiring IAL to meet specific development and job creation obligations over a period of five (5), ten (10) and fifteen (15) years.

The County's approval of the conveyance of the Property to IAL was premised on IAL's "economic investment in the Project in Miami-Dade County" that would "enhance and expand economic activity in the County, which would be conducive to economic promotion and would facilitate the growth and creation of business enterprises" in the County, as well as the creation of a minimum of 7,500 permanent jobs within 15 years.

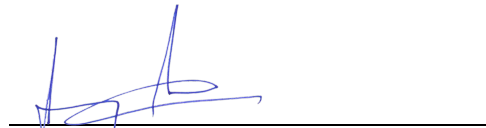
The Contract also recognized that IAL would need to obtain changes to the zoning classification of the Property as well as permits and approvals to develop the project. Therefore, the Contract

included specific requirements for IAL to apply for and diligently pursue all development approvals needed for the project within five (5) years of the Date of Conveyance.

In 2022, seven (7) years after the conveyance of the property and two (2) years after the contractual deadline, IAL had failed to obtain the necessary approvals and represented that they would apply for an Administrative Site Plan Review (ASPR) that year. In 2023, they again represented that they would apply for an ASPR that year. By January 2025, IAL had yet to submit an ASPR and on March 6, 2025, the County sent a demand letter constituting written notice that IAL failed to meet the requirements set forth in the Declaration of Restrictions as approved by Miami-Dade County Resolution No. R-255-15 and required IAL to pay liquidated damages in the amount of \$5,000,000.00.

Miami-Dade County filed a lawsuit on April 17, 2025, in the Circuit Court of the Eleventh Judicial Circuit seeking \$5,000,000.00 in liquidated damages. To resolve the matter without further litigation, the County and IAL have negotiated a Second Amendment to the Declaration, under which IAL agrees to: (a) pay the County \$5,000,000.00, plus interest, in economic development payments over five (5) years, with full payment due no later than September 30, 2029; and (b) extend the term of the Declaration, which was originally set to expire 20 years after the date of conveyance (in April of 2035) by approximately 10 years such that it will expire 20 years after the date of the Second Amendment (in 2045). In exchange, the County agrees to cooperate with IAL and use reasonable, good faith efforts to obtain funding from FDOT to fund improvements to local roads and for I-75 and will dismiss the pending lawsuit.

Attachment



Jimmy Morales
Chief Operating Officer

This instrument was prepared by and
 return to:
 Monica Rizo Perez
 Miami-Dade County Attorney's Office
 111 N.W. 1st Street, Suite 2800
 Miami, Florida 33128

Folio Nos.: _____ (Space reserved for Clerk)

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

WHEREAS, Miami-Dade County (the "**County**") and International Atlantic LLC ("**IAL**", and collectively with the County, the "**Parties**") executed that certain Declaration of Restrictions recorded in Official Records Book 29586 at Page 99 of the Public Records of Miami-Dade County, Florida (as amended, the "**Declaration**"), for the land and property legally described therein; and

WHEREAS, the Declaration was executed and recorded in conjunction with the conveyance by the County to IAL of approximately 80 acres of land for economic development purposes; and

WHEREAS, IAL and the County executed that certain first Amendment to the Declaration recorded in Official Records Book 31973 at Page 1210 of the Public Records of Miami-Dade County, Florida ("**First Amendment**") to release Tract 33 and 44 from the Declaration and in exchange encumber Tracts 20 and 29 by the Declaration; and

WHEREAS, the land that is encumbered by the Declaration, as amended by the First Amendment, is legally described as follows:

See **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, the Declaration contained certain deadlines; and

WHEREAS, the Parties desire to amend the terms of the Declaration, as amended by the First Amendment, in accordance with the terms and conditions set forth in this second amendment to the Declaration ("**Second Amendment**"); and

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, IAL and the County mutually stipulate and agree as follows:

1. **Effective Date of the Second Amendment.** This Second Amendment shall be effective on the date that it is executed by the County Mayor or the County Mayor's designee, after execution by IAL, which County Mayoral execution shall occur following the effective date of the resolution approving this Second Amendment (the "**Second Amendment Effective Date**").

2. **Economic Development Obligations.**

- I. Section 2(a) of the Declaration shall be modified such that the ten (10) year and fifteen (15) year referenced time periods commence on the Second Amendment Effective Date.
- II. Section 2(c) of the Declaration shall be deleted in its entirety, null, void, of no further force or effect and shall instead be replaced with the following:

- (c) As part of the economic development obligations, IAL agrees to pay the County the sum of Five Million Dollars (\$5,000,000.00), plus interest (as set forth below to the extent applicable), as follows (“ED Payments”):
 - i. \$1,000,000.00 within thirty (30) days of the Second Amendment Effective Date;
 - ii. \$1,000,000.00 on or before September 30, 2026;
 - iii. \$1,150,000.00 on or before September 30, 2027 (this includes a five percent (5%) interest payment on the \$3,000,000.00 balance owed);
 - iv. \$1,100,000.00 on or before September 30, 2028 (this includes a five percent (5%) interest payment on the \$2,000,000.00 balance owed); and
 - v. \$1,050,000.00 on or before September 30, 2029 (this includes a five percent (5%) interest payment on the \$1,000,000.00 balance owed).

If IAL pays the full \$5,000,000.00 on or before September 30, 2026, no interest shall be due. If IAL fails to timely make any of the ED Payments set forth above on or before five (5) business days following receipt of written notice that such payment was not made as required, then an event of default shall have occurred and the entire unpaid amount of the \$5,000,000 payment shall automatically and immediately be due and payable to the County plus interest of ten percent (10%) on any outstanding balance of the \$5,000,000, compounding annually until all outstanding amounts are paid, without further demand, notice, or legal process of any kind.

- III. A new section 2(i) shall be added to the end of section 2 of the Declaration to provide as follows:

- (i) The County agrees to cooperate with IAL and use good faith, reasonable efforts to obtain funding from the Florida Department of Transportation to fund improvements for local roads and for I-75; provided, however, that: (i) the County’s cooperation and use of good faith, reasonable efforts shall not require the expenditure of any County funds or financial commitments on behalf of the County, except as approved by the Miami-Dade Board of County Commissioners; (ii) IAL’s obligations set forth in this Declaration are in no way contingent or subject to the provisions of this section 2(i); and (iii) that this section 2(i) in no way modifies, alters or releases any of IAL’s obligations, rights or duties contained in any other

agreements with the County or otherwise pertaining to roadway improvements.

3. **Liquidated Damages.** Section 3 of the Declaration shall be deleted in its entirety and replaced with the following:

3. **Liquidated Damages.** It is acknowledged that there will be significant economic development and benefits that will accrue to the County and its residents from the development and operation of the portion of the Project on the Property. It is further acknowledged that should IAL fail to comply with the economic development obligations on the Property as set forth in Section 2(a) required by this Declaration, the damages consequent upon such a breach are not readily ascertainable.

(a) As such, should the economic development obligations contained in Section 2(a) (5,000 permanent jobs in ten years from the Second Amendment Effective Date and 7,500 permanent jobs within fifteen years from the Second Amendment Effective Date) not be met within the required timeframes, then IAL shall pay to the County as an annual liquidated damage, and not as a penalty, an amount of \$1,000.00 per each job deficiency, up to a maximum of \$500,000.00 per year. (As an example, if by year 10, IAL has only created a total of 3,500 jobs, in year 11 has only created a total of 4,100 jobs, in year 12 has only created 4,800 jobs and by year 13 reaches the 5,100 job count, then IAL shall owe the County a total of \$1.2 million for that time period calculated as follows: 1,500 x \$1,000 for year 10 capped at \$500,000.00 plus 900 x \$1,000 for year 11 capped at \$500,000.00 plus 200 x \$1,000 for year 12 at \$200,000.00 equals \$1,200,000.00).

(b) Reserved.

(c) The maximum aggregate liquidated damages due for all years collectively under this Declaration shall be \$5,000,000.00, plus interest (if applicable) on the ED Payments (“Maximum LDs”); provided, however, that the Maximum LDs shall be reduced by the amounts paid as part of the ED Payments. Once (i) liquidated damages have been paid to County for a maximum of ten (10) years, or (ii) the Maximum LDs have been paid to County, or (iii) all of the ED Payments are made, whichever occurs first, then no further payments shall be required and the restrictions in this Declaration shall be terminated and be null, void and of no further force or effect, except the restriction that the Property must be used for any economic development purpose consistent with Florida Statute Section 125.045, shall survive until the date which is twenty (20) years after the Second Amendment Effective Date.

4. **Enforcement and Damages.** Section 4 of the Declaration shall be deleted in its entirety and replaced with the following:

4. **Enforcement and Damages.** The County is the sole beneficiary of this Declaration and as such only the County may enforce this Declaration. The County's sole and exclusive remedy for the failure to meet the economic development obligations in Section 2(a) are liquidated damages as set forth in Section 3 above. The remedies for violations of Section 2 (e) and (f) shall be those prescribed by the County's SBD Programs, including the CBE-A/E Program and the CSBE Program. The County may pursue any equitable non-monetary remedies related to the failure to use the Property for its Permitted Uses as set forth in Section 1, herein, failure to use the Property consistent with Fla. Stat. Section 125.045 as set forth in Sections 2 and 3 herein, or for non-compliance with any other Section (other than Section 2(a)) herein; except that, notwithstanding the foregoing, the County may pursue any claims it may have at law or in equity, including those for monetary damages, for IAL's failure to comply with the requirements of Section 2(h) and 2(c). The County's right to enforce the obligation to use the Property consistent with Florida Statute Section 125.045 shall survive until the date which is twenty (20) years after the Second Amendment Effective Date.

5. **Release and Dismissal of Lawsuit.** The County withdraws, releases, and waives any and all demands, claims, causes of action, and lawsuits for damages (including but not limited to liquidated damages) based on the Declaration or the First Amendment, and will dismiss the pending lawsuit filed in the Circuit Court in and for the 11th Judicial Circuit in and for Miami-Dade County (Case No. 2025-007109-CA-01) with prejudice.

6. **Recording.** This Second Amendment shall be recorded in the public records of Miami-Dade County, Florida at the cost of IAL, immediately following the execution thereof.

7. **Ratification and Affirmation.** Except as expressly amended herein, the Declaration is ratified and affirmed in all respects.

IN WITNESS WHEREOF, International Atlantic LLC has caused this Declaration to be executed by its respective and duly authorized representative on this _____ day of _____, 2025.

International Atlantic LLC, a Delaware limited liability company

[Signature]
Witness: Sebastian Socar

[Signature]
Witness: Rodolfo Valdes

By: [Signature]
Name: Robert M. Gorlow
Title: Agent

STATE OF Florida

COUNTY OF Miami-Dade

SS:

The foregoing instrument was acknowledged before me this 29 day of June, 2025, by Robert M. Gorlow, of International Atlantic LLC, a Delaware limited liability company, whose title is Agent and she has produced N/A as identification.

(SEAL)



[Signature]
Maria Gonzalez
Notary Public-State of FL.
Commission Number: 10-22-27

MIAMI-DADE COUNTY, FLORIDA,
a political subdivision of the State of
Florida by its Board of County
Commissioners

By: _____

Name: _____

Title: _____

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

APPROVED FOR FORM AND LEGAL SUFFICIENCY

By: _____

Name: _____

Title: Assistant County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Miami-Dade, State of Florida.

Tracts 17, 18, 19, 20, 21, 22, 23, 28, 29, 30, and 31 in Section 9, Township 52 South, Range 40 East of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

Less and Except:

A portion of Tracts 17, 18 and 19 in Section 9, Township 52 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 9, Township 52 South, Range 40 East; thence run N 89°37'11" E along the North line of the Northwest ¼ of said Section 9 for 1337.27 feet to the POINT OF BEGINNING of the herein described parcel of land; thence continue N 89°37'11" E along the North line of the Northwest ¼ of said Section 9 for 1303.22 feet to the Northeast corner of said Northwest ¼; thence run S 2°37'58" E along the East line of the said Northwest ¼ for 988.82 feet to an intersection with the South line of said Tract 19; thence run S 89°35'33" W along the last described South line for 470.09 feet; thence run N 2°37'10" W for 832.42 feet; thence run S 89°37'11" W for 839.47 feet; thence run N 0°22'49" W for 156.50 feet to the POINT OF BEGINNING.

Also Less and except:

A portion of Tracts 21, 22 and 23 in Section 9, Township 52 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 9, Township 52 South, Range 40 East; thence run N 89°37'11" E along the North line of the Northwest ¼ of said Section 9 for 2640.49 feet to the Northeast corner of said Northwest ¼; thence run S 2°37'58" E along the East line of the Northwest ¼ for 1318.43 feet to a point of intersection with the North line of said Tract 21, said point being the POINT OF BEGINNING of the herein described parcel of land; thence continue S 2°37'58" E along the East line of the Northwest ¼ for 988.82 feet to an intersection with the South line of said Tract 23; thence run S 89°33'22" W along the last described South line for 470.38 feet; thence run N 2°37'10" W for 989.04 feet to an intersection with the North line of said Tract 21; thence run N 89°35'01" E along the last described North line for 470.16 to the POINT OF BEGINNING.

Also Less and Except:

A portion of Tract 33 in Section 9, Township 52 South, Range 40 East, according to the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 9, Township 52 South, Range 40 East; thence run N 89°28'12" E along the South line of the Southwest ¼ of said Section 9 for 2640.82 feet to the Southeast corner of said Southwest ¼; thence run N 2°37'58" W along the East line of said Southwest ¼ for 2307.06 feet to a point of intersection with the South line of Tract 33; said point being the POINT OF BEGINNING of the herein described parcel of land; thence run S 89°32'15" W along the last described South line for 470.53 feet; thence run N 2°37'10" W for 329.66 feet to an intersection with the North line of the Southwest ¼ of said Section 9; thence run N 89°32'50" E along the last described North line for 470.45 feet to the Northeast corner of said Southwest ¼; thence run S 2°37'58" E along the East line of the Southwest ¼ for 329.58 to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE FOLLOWING PARCELS FOR RIGHT-OF-WAY:

A portion of Tract 44 in the Southwest ¼ of Section 9, Township 52 South, Range 40 East, according to the Plat of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", as recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said Tract 44; Thence South 02 degrees 37 minutes 13 seconds east, along the East line of said Tract 44, for 52.03 feet to a point of cusp of a circular curve concave to the Southwest; said point being on the next described circular curve and having a bearing of North 87 degrees 22 minutes 47 seconds East from the radius point of said circular curve; Thence Northwesterly, Westerly and Southwesterly, along said circular curve to the left, having a radius of 54.00 feet and a central angle of 87 degrees 52 minutes 07 seconds for an arc distance of 82.81 feet to a point on the last described circular curve; said point bears North 00 degrees 29 minutes 20 seconds West from the radius point of the last described circular curve; Thence North 89 degrees 30 minutes 40 seconds East, along the North line of said Tract 44, for 52.03 feet to the point of beginning, all lying and being in Miami-Dade County, Florida.

TOGETHER WITH:

A portion of Tract 44 in the Southwest ¼ of Section 9, Township 52 South, Range 40 East, according to the Plat of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", as recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at a point on the North line of said Tract 44; Said point being 15.00 feet East of, as measured at right angles to, the West line of the said Southwest ¼ of said Section 9; Thence North 89 degrees 30 minutes 40 seconds East, along the North

line of said Tract 44 for 31.14 feet to a point on the next described circular curve; said point bears North 00 degrees 29 minutes 20 seconds West from the radius point of the next described circular curve; Thence Westerly, Southwesterly and Southerly along a circular curve to the left, concave to the Southeast, having a radius of 30.00 feet and a central angle of 92 degrees 07 minutes 38 seconds for an arc distance of 48.24 feet to a point on the last described circular curve; Said point bears South 87 degrees 23 minutes 02 seconds West from the radius point of the last described circular curve; Thence North 02 degrees 36 minutes 58 seconds West, along a line that is parallel with and 15.00 feet East of, as measured at right angles to, the West line of the said Southwest $\frac{1}{4}$ of said Section 9, for 31.14 feet to the point of beginning; All lying and being in Miami-Dade County, Florida.