

MEMORANDUM

Agenda Item No. 8(F)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the acceptance of a General Warranty Deed from MC Estates Miami, LLC conveying to Miami-Dade County a 1.57 acre park site located between SW 232 Street and SW 106 Place, unincorporated Miami-Dade County pursuant to Resolution No. Z-31-05, in exchange for park impact fee credits in accordance with chapter 33H of the County Code to be applied to MC Estates Miami LLC; approving and authorizing execution of a maintenance agreement between the Landings at Miami Community Development District and Miami-Dade County for the aforementioned parcel; authorizing the County Mayor to take all actions necessary to accomplish the acceptance of the park site, to record the General Warranty Deed in the public records of Miami-Dade County, and to exercise all provisions contained in the maintenance agreement

Resolution No. R-154-23

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Danielle Cohen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Date: March 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution Authorizing Acceptance of a Warranty Deed from MC Estates Miami, LLC,
Conveying to the County a 1.57 Acre Park Site Located between SW 232 Street and SW 106
Place, Unincorporated Miami-Dade County
Folio No.: 30-6019-021-5000

Summary

This item is for Parks, Recreation and Open Spaces Department (PROS), which is seeking approval to accept a Warranty Deed for Tamarind Park, a developer park dedication in-lieu of park impact fees pursuant to Zoning Resolution No. Z-31-05. The park site will be maintained by the Landings at Miami Community Development District (CDD), with a dormant special taxing district as a secondary maintenance mechanism. Acceptance and yearly maintenance of the 1.57 acre park from the developer will not have a fiscal impact to the County.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a resolution authorizing acceptance of a Warranty Deed from MC Estates Miami, LLC, conveying to the County a 1.57 acre park site located between SW 232 Street and SW 106 Place, in unincorporated Miami-Dade County, Florida (Folio No.: 30-6019-021-5000) pursuant to Zoning Resolution No. Z-31-05. The conveyed park site will be under the oversight of the PROS. More specifically the resolution does the following:

- Authorizes acceptance from MC Estates Miami, LLC conveying to the County a 1.57 acre park site located between SW 232 Street and SW 106 Place, in unincorporated Miami-Dade County, Florida, (Folio No.: 30-6019-021-5000), as improved, in exchange for park impact fee credits in accordance with Chapter 33H of the County Code, Subsections 5-8 for improvement and local park dedication;
- Authorizes the County Mayor or the County Mayor's designee to accept the conveyance by Warranty Deed (Attachment 1), to record the instrument of conveyance in the public records of the County and to exercise all other rights conferred therein; and
- Authorizes execution of a Maintenance Agreement (Attachment 2), between the CDD and the County.

Scope

The property is located in Commission District 8, which is represented by Commissioner Danielle Cohen Higgins. Written notice of the conveyance was provided to the District Commissioner's Office.

Fiscal Impact/Funding Source

The property is being conveyed to the County at no cost, in exchange for park impact fee credits, in accordance with the Park Impact Fee Ordinance, Chapter 33H-8, of the County Code. The maintenance of the park will be funded and managed by the Landings at Miami CDD.

Track Record/Monitoring

Idania Barroso of the Internal Services Department is responsible for effectuating the conveyance, recording, and closing of all the documents in conjunction with this item. Alissa Turteltaub of the Parks, Recreation and Open Spaces Department will be responsible for the acceptance of the property into the County Park inventory as well as ongoing monitoring for compliance with the maintenance agreement.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor's designee to accept the Warranty Deed for conveyance of the 1.57 acre park site, execute the Maintenance Agreement and to exercise all other rights conferred therein.

Background

On December 22, 2005, the Board approved Zoning Resolution Z-31-05 for the development of MC Estates, consisting of 468 residential dwelling units. As part of the approval, the developer, MC Estates Miami, LLC, proffered to dedicate and improve a 2.08 acre park, which ultimately resulted in the dedication and development of a 1.57 acre park because, in addition to the 1.57 acres of dedicated park land, the original 2.08 acres includes required public subdivision improvements such as sidewalk, swale and curbing that surrounds the park and are public right-of-way. The park was proffered to meet future park and recreation needs generated by the proposed residential development in lieu of payment of part of the park impact fees. During the impact credit application process, the developer provided a plat which dedicated the 1.57-acre park and the aforementioned subdivision improvements. The Department of Regulatory and Economic Resources (RER) has reviewed the plans and the 1.57 acre park dedication and has determined that the developer has satisfied the zoning requirements via the 1.57 acre park site. In accordance with Chapter 33H of the County Code, the developer is entitled to a pro-rata open space impact fee credit that corresponds to the 1.57 acre park dedication and the developer has paid PROS for the balance of the park open space fees due. Additionally, the zoning resolution requires establishment of a Maintenance Agreement between the CDD and the County for the CDD maintenance the park.

Prior to the acceptance of the warranty deed, the developer was required to complete improvements to the park site including:

- Clear, sod and improve the park with play and fitness equipment, a walking path, benches, a gazebo, and street trees planted 35 feet on center, all pursuant to a plan approved by PROS;
- Provide certification from the Department of Regulatory and Economic Resources Division of Resource Management stating that the requirements have been met and that the site is free of hazardous materials and/or gases (Phase I and Phase II assessments);
- Provide an opinion of title and topographical survey; and
- Pay all taxes.

All of the aforementioned requirements have been completed to the satisfaction of Parks, Recreation and Open Spaces.

The park will contribute to equity standards of access in accordance with the County's Recreation and Open Space Element of the Comprehensive Development Master Plan, by providing a public park for enjoyment by residents in the surrounding area with improvements such as a fitness area, walking path, open space, landscaping, site furniture, and a playground all within walking distance of their homes.

Attachments



Edward Marquez
Chief Financial Officer

This instrument was prepared by:
Hilary S. Feinstock, Esq.
Leopold Korn, P.A.
20801 Biscayne Blvd., Suite 403
Aventura, FL 33180

ATTACHMENT 1

Return to:
111 NW 1st Street, Suite 2460
Miami, FL 33128

Folio No.: 30-6019-021-5000

USER DEPT: Park, Recreation and Open Spaces

-----{SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA} -----

GENERAL WARRANTY DEED

This General Warranty Deed made this ____ day of ____, 2023, between MC Estates Miami, LLC, a Florida limited liability company ("**Grantor**") whose post office address is 15481 S.W. 12th Street, Suite 309, Sunrise, Florida, 33326, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, c/o Parks, Recreation and Open Spaces Department whose post office address is 111 NW 1st Street, Suite 2460, Miami Florida 33128 ("**Grantee**").

WITNESSETH:

The **Grantor**, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged by the **Grantor**, hereby does grant, bargain, sell, alienate, remise, release, convey and confirm unto **Grantee** and Grantee's heirs, executors, administrators, successors, representatives and assigns, forever, all that certain land situate and being in Miami-Dade County, Florida (the "Property"), as described to wit:

Tract F-1 of MC Residential, according to the Plat thereof, as recorded in Plat Book 172, at Page 93, of the Public Records of Miami-Dade County, Florida

SUBJECT TO: taxes, assessments and special district levies, for 2023 and subsequent years; zoning and other regulatory laws and ordinances affecting the Property, if any; and those matters that would be disclosed by an accurate survey of the Property; and easements, reservations, restrictions, rights of way, and other matters of record, if any, without the intent to reimpose or reinstate same hereby.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining to the above-described real estate.

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

AND Grantor hereby covenants with said Grantee that **Grantor** is lawfully seized of the Property hereby conveyed in fee simple; that **Grantor** has good right and lawful authority to sell and convey the Property; and that **Grantor** hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS THEREOF, the said **Grantor** has herewith caused this General Warranty Deed to be executed the day and year first written above.

GRANTOR:

Signed sealed and delivered in the presence of:

MC Estates Miami, LLC,
a Florida limited liability company

Witness Signature

Print Name: _____

By: **CCA MC Estates, LLC,** a Delaware limited liability company,
its Sole Member

Witness Signature

Print Name: _____

By: _____
Craig S. Perry, Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by **Craig Perry**, the Manager of **CCA MC Estates, LLC**, a Delaware limited liability company, the sole member of **MC Estates Miami, LLC**, a Florida limited liability company, on behalf of the company. They are personally known to me or have produced their Florida driver's license, as identification.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

NOTARY SEAL/STAMP

Notary Signature _____

Print Name: _____

Notary Public, State of Florida

My commission expires: _____

Commission/Serial No. _____

Approved for Legal Sufficiency:

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

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between:

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, and whose mailing address is c/o Internal Services Department, 111 NW 1st Street, Suite 2410, Miami, Florida 33128 (the "County"); and

and

THE LANDINGS AT MIAMI COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose mailing address is c/o GMS, 5385 N. Nob Hill Road, Sunrise, FL. 33351 (the "District").

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

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

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

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

Section 1. Recitals and Findings.

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

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

1.03 Prior to entering this Agreement, the County has inspected the Park and finds the condition of the Park acceptable and in accordance with the development approvals pertaining to

the Park. The County agrees that no additional improvements, landscaping or otherwise, shall be required of the District.

Section 2. Term.

2.01 This Agreement shall be effective upon execution by both parties and shall continue until September 30, 2032, and thereafter shall automatically renew on an annual basis unless otherwise terminated pursuant to Section 8 of this Agreement.

Section 3. Maintenance Requirements.

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

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

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

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

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

Section 4. Additional Improvements.

4.01 The District may, upon prior notification to and the written approval of the County's Director of Parks and Recreation, install or construct within the Park, at its expense, additional landscaping materials or facilities. The location of said landscaping or facilities shall be approved by the County's Parks and Recreation Director or his or her designee prior to installation. If any such additional improvements are installed, the District agrees to maintain the same in accordance with the terms of this Agreement and its exhibits.

4.02 The County may, install or construct within the Park, at its expense, additional landscaping materials or facilities without permission of the District. If any such additional improvements are installed pursuant to this provision, the District shall be responsible for maintaining the same in accordance with the terms of this Agreement and its exhibits.

Section 5. Contractual Services.

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

Section 6. Indemnification.

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

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

Section 7. Insurance.

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

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

Miami-Dade County
111 NW 1st Street, Suite 2340
Miami, FL 33128

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

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

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

(b) Commercial General Liability in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate including products/completed operations. Miami-Dade County and the Community Development District must both be included as additional insured CG 2037 or CG 2010 11/85 endorsements.

(c) Auto Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with this Agreement in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage.

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

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

7.07 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business under the laws in the state of Florida with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to the financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

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

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

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

Section 8. Termination

8.01 The County may terminate this Agreement with or without cause by providing District with at least thirty (30) days written notice. Upon or prior to the effective date of termination, County shall thereafter be responsible for all Landscape Maintenance Services within the Park.

Section 9. Severability.

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

Section 10. Assignment.

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

Section 11. Governing Law and Venue.

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

Section 12. Construction of Agreement.

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

Section 13. Entire Agreement, No Oral Modification.

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

Section 14. Conflict of Interest.

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

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

Section 15. Notices.

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

County:	Miami-Dade County Park and Recreation Department Director 275 NW 2 nd Street, 5 th Floor Miami, Florida 33128
District:	District Manager The Landings at Miami Community Development District 5385 N. Nob Hill Road Sunrise, FL. 33351
Copy to:	Dennis E. Lyles, Esq. Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Blvd., 6 th floor Fort Lauderdale, Florida 33301

Section 16. No Waiver.

16.01 The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any party of any

default under this Agreement shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One (1) or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

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

By: _____
Daniella Levine Cava, Mayor

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of Miami-Dade County, Florida, who is personally known and/or produced _____ as identification and who being duly sworn, depose and say that the aforementioned is true and correct to their best knowledge.

[SEAL]

Notary Public
Commission:

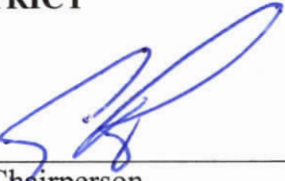
The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2023.

THE LANDINGS AT MIAMI
COMMUNITY DEVELOPMENT
DISTRICT

Attest:



Secretary/Assistant Secretary

By: 

Chairperson

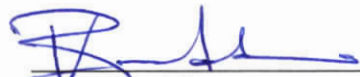
14th day of March, 2022

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this 14th day of March, 2022, by Craig Perry, as Chairperson of the Board of Supervisors for THE LANDINGS AT MIAMI COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]





Notary Public
Commission:

Exhibit A
Plats and Declaration of Restrictions

PLATTING

FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 478-2905

OCTOBER, 2017

THAT MC ESTATES MIAMI, LLC, A FLORIDA LIMITED LIABILITY COMPANY,
HAS CAUSED TO BE MADE THE ATTACHED PLAT ENTITLED MC
RESIDENTIAL, THE SAME BEING A REPLAT OF THE FOLLOWING
DESCRIBED PROPERTY.

(LANDS LYING WITHIN THE PLAT OF MC ESTATES SUBDIVISION, PLAT BOOK 167 AT PAGE 34.)

ALL LOTS IN BLOCKS 9, 10, 13, 15, 16 AND ALL LOTS IN BLOCK 19 THRU BLOCK 66 OF MC ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 167 AT PAGE 34 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

TRACTS "B", "C", "D", "E", "F", "G" AND "H" OF, MC ESTATES
SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN
PLAT BOOK 167 AT PAGE 34 OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA.

AND

THAT PORTION OF TRACT "A", OF MC ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 167 AT PAGE 34 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THAT PORTION WHICH LIES WITHIN THE PLAT OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 169 AT PAGE 9 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

ALL LOTS IN BLOCK 67, 68 AND 69 OF MC ESTATES FIRST ADDITION,

AT

TRACTS "K", "L", "M", AND "N" OF MC ESTATES FIRST ADDITION,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 169
AT PAGE 9 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY,
FLORIDA.

NOTE: THE ABOVE LEGAL DESCRIPTION DOES NOT INCLUDE THE WALGREENS TRACT "I", OR THE COMMERCIAL TRACT "J", OF PLAT BOOK 169 AT PAGE 9.

THAT S.W. 106TH PLACE, S.W. 107TH AVENUE, S.W. 107TH COURT, S.W. 107TH PLACE, S.W. 108TH AVENUE, S.W. 108TH COURT, S.W. 112TH AVENUE, (ALLAPATTAH ROAD), (STATE ROAD 989), AND S.W. 232ND STREET, THAT PORTION OF S.W. 234TH STREET, THAT PORTION OF S.W. 235TH STREET, THAT PORTION OF S.W. 235TH LANE AND S.W. 236TH STREET AS SHOWN

ON THE ATTACHED PLAT, TOGETHER WITH ALL EXISTING AND FUTURE PLANTING, TREES, SHRUBBERY, AND FIRE HYDRANTS THEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES, RESERVING TO THE DEDICATORS, THEIR SUCCESSORS OR ASSIGNS, THE REVERSION OR REVERSIONS THEREOF, WHENEVER DISCONTINUED BY LAW.

THAT ALL NEW ELECTRIC AND COMMUNICATION LINES, EXCEPT TRANSMISSION LINES, WITHIN THIS SUBDIVISION, SHALL BE INSTALLED UNDERGROUND.

THAT INDIVIDUAL WELLS SHALL NOT BE PERMITTED WITHIN THIS SUBDIVISION EXCEPT FOR SWIMMING POOLS, SPRINKLER SYSTEMS, AND/OR AIR CONDITIONERS.

THAT THE USE OF SEPTIC TANKS WILL NOT BE PERMITTED ON ANY LOT OR TRACT WITHIN THIS SUBDIVISION, UNLESS APPROVED FOR TEMPORARY USE, IN ACCORDANCE WITH THE STATE AND COUNTY REGULATIONS.

THAT TRACT "A", AS SHOWN ON THE ATTACHED PLAT IS HEREBY RESERVED AS COMMON AREA FOR THE JOINT AND SEVERAL USE OF THE PROPERTY OWNERS WITHIN THIS SUBDIVISION AND AS A MEANS OF INGRESS AND EGRESS TO THE INDIVIDUAL LOTS AND TRACTS, FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND LANDSCAPING AND SHALL BE OWNED AND MAINTAINED IN ACCORDANCE WITH A MIAMI-DADE COUNTY APPROVED HOMEOWNER'S ASSOCIATION, OR MAINTAINED BY A MIAMI-DADE COUNTY APPROVED SPECIAL TAXING DISTRICT.

THAT TRACTS "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "X", "Y", "Z", "A1", "B1", "C1", "D1" AND "E1" AS SHOWN ON THE ATTACHED PLAT, ARE HEREBY RESERVED AS COMMON AREAS (LANDSCAPE TRACTS), FOR THE JOINT AND SEVERABLE USE OF THE PROPERTY OWNERS WITHIN THIS SUBDIVISION AND SHALL BE OWNED AND MAINTAINED IN ACCORDANCE WITH A MIAMI-DADE COUNTY APPROVED HOMEOWNER'S ASSOCIATION OR MAINTAINED BY A MIAMI-DADE COUNTY APPROVED SPECIAL TAXING DISTRICT.

[illegible]

THAT AN EXPRESS PURPOSE OF THIS PLAT IS TO CLOSE, VACATE, ABANDON AND DISCONTINUE FROM PUBLIC USE THE UTILITY EASEMENTS CONTAINING WITHIN THE PLATS OF MC ESTATES SUBDIVISION, PLAT BOOK 167, AT PAGE 34, AND MC ESTATES FIRST ADDITION, PLAT BOOK 169, AT PAGE 9, LYING WITHIN THE BOUNDARIES OF THIS PLAT.

THAT TRACT "R", AS SHOWN ON THE ATTACHED PLAT, IS HEREBY RESERVED AS COMMON AREA (PRIVATE PARK AND ENTRY FEATURE) FOR THE JOINT AND SEVERAL USE OF ALL THE PROPERTY OWNERS WITH THIS SUBDIVISION AND SHALL BE OWNED AND MAINTAINED IN ACCORDANCE WITH A MIAMI-DADE COUNTY APPROVED HOMEOWNER'S ASSOCIATION OR MAINTAINED BY A MIAMI-DADE COUNTY APPROVED SPECIAL TAXING DISTRICT.

THAT TRACTS "S" AND "V" AS SHOWN ON THE ATTACHED PLAT, ARE HEREBY RESERVED AS COMMON AREAS (PRIVATE PARKS), FOR THE JOINT AND SEVERAL USE OF ALL THE PROPERTY OWNERS WITHIN THIS SUBDIVISION AND SHALL BE OWNED AND MAINTAINED IN ACCORDANCE WITH A MIAMI-DADE COUNTY APPROVED HOMEOWNER'S ASSOCIATION, OR MAINTAINED BY A MIAMI-DADE COUNTY APPROVED SPECIAL TAXING DISTRICT.

THAT TRACT "T", AS SHOWN HEREON, IS HEREBY RESERVED AS A (LAKE) STORM WATER MANAGEMENT AREA.

RESERVING A PUBLIC RIGHT IN SAID STORM WATER MANAGEMENT AREA AS A STORAGE BASIN FOR STORM WATER DISCHARGE AND SHALL BE OWNED AND MAINTAINED IN ACCORDANCE WITH A MIAMI-DADE COUNTY APPROVED HOMEOWNER'S ASSOCIATION OR MAINTAINED BY A MIAMI-DADE COUNTY APPROVED SPECIAL TAXING DISTRICT.

THAT TRACT "U", AS SHOWN HEREON IS HEREBY DEDICATED AS A CLUBHOUSE (PRIVATE RECREATIONAL FACILITIES) FOR THE JOINT AND SEVERAL USE OF ALL PROPERTY OWNERS WITHIN THIS SUBDIVISION, AND SHALL BE OWNED AND MAINTAINED IN ACCORDANCE WITH A MIAMI-DADE COUNTY APPROVED HOMEOWNER'S ASSOCIATION.

THAT TRACT "F", AS SHOWN ON THE ATTACHED PLAT, IS HEREBY RESERVED AS A PARK TRACT (PUBLIC PARK) AND SHALL BE DEDICATED TO, AND OWNED BY MIAMI-DADE COUNTY, AND IS TO BE MAINTAINED BY AND APPROVED SPECIAL TAYING DISTRICT, PURSUANT TO THAT CERTAIN DECLARATION OF RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 24214, AT PAGE 1056, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

THAT AREAS ADJACENT TO THE STORMWATER MANAGEMENT AREA, ARE TO BE GRADED SO AS TO PREVENT DIRECT OVERLAND DISCHARGE OF STORM WATER (RUN-OFF) INTO SAID STORM WATER MANAGEMENT AREA.

THAT THE LIMITED ACCESS RIGHT-OF-WAY LINES, AS SHOWN ON THE ATTACHED PLAT, ARE HEREBY DESIGNATED FOR THE EXPRESS PURPOSE OF PREVENTING DIRECT VEHICULAR ACCESS TO AND FROM THE ADJOINING ROAD.

OWNER'S PLAT RESTRICTIONS:

THAT THE UTILITY EASEMENTS AS SHOWN BY DASHED LINES ON THE ATTACHED PLAT, ARE HEREBY RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

THIS PLAT WAS APPROVED BY THE MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES, THIS 15TH DAY OF FEBRUARY, A.D., 2018, THE SIZE OF THE LOTS, TRACTS AND OTHER FEATURES, AS SHOWN ON THIS PLAT, CONFORM TO ALL REQUIREMENTS OF THE EXISTING ZONING AS OF THIS DATE. THIS PLAT HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY MIAMI-DADE COUNTY, IN ACCORDANCE WITH SECTION 177.08(1) OF THE FLORIDA STATUTES.

SIGNED: John W. [Signature] DIRECTOR

THIS PLAT WAS APPROVED BY THE MIAMI-DADE COUNTY, DEPARTMENT
OF TRANSPORTATION AND PUBLIC WORKS, THIS 26TH DAY OF
APRIL A.D., 2018.

SIGNED: F. J. Gain COUNTY ENGINEER SIGNED: Chris Pan DIRECTOR

THIS PLAT HAS BEEN FOUND TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 33G, CODE OF MIAMI-DADE COUNTY, SUBJECT TO ALL OF THE CONDITIONS OF THE CONCURRENCY REVIEW AGENCIES AND SAID CHAPTER 33G. THIS PLAT WAS APPROVED AND THE FOREGOING DEDICATIONS WERE ACCEPTED AND APPROVED BY RESOLUTION NO. R-31042 PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, THIS 10th DAY OF April, A.D. 2018.

ATTEST: HARVEY RUVIN
CLERK OF THE CIRCUIT COURT




Linda L. Cave
 DEPUTY CLERK
Linda L. Cave
 PRINT NAME

SIGNED: [Signature]
 MIAMI-DADE COUNTY, MAYOR
 CARLOS GOMEZ

FILED FOR RECORD THIS 27th DAY OF April
A.D., 2018, AT 11:28 A.M., IN BOOK 172 OF PLATS,
AT PAGE 93 OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE
OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

HARVEY RUVIN, CLERK OF THE CIRCUIT COURT

BY: Nicole Davis NICOLE DAVIS #79943
DEPUTY CLERK

I HEREBY CERTIFY: THAT THE ATTACHED PLAT ENTITLED MC
RESIDENTIAL, IS A TRUE AND CORRECT REPRESENTATION OF THE LAND
DESCRIBED HEREIN AS RECENTLY SURVEYED AND PLATTED UNDER MY
DIRECT SUPERVISION; ALSO THAT THE PERMANENT REFERENCE
MONUMENTS WERE SET IN ACCORDANCE WITH PART I, CHAPTER 177,
OF THE LAWS OF THE STATE OF FLORIDA.

FORD, ARMENTEROS & FERNANDEZ, INC.
LB No. 6557

BY: RICARDO RODRIGUEZ, P.S.M. FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA, REGISTRATION NO. 5936
OCTOBER 5th, 2017.
FORD, ARMENTEROS, & FERNANDEZ, INC.
1950 N.W. 94TH AVENUE, 2ND FLOOR
DORAL, FLORIDA, 33172 LB NO. 6557

RICARDO RODRIGUEZ
PROFESSIONAL SURVEYOR
AND MAPPER
SEA

Seal of the American Psychological Association, featuring the text "AMERICAN PSYCHOLOGICAL ASSOCIATION" and "1907".

MC RESIDENTIAL

P.B. 172 PG. 93³

SHEET 2 OF 12



FORD, ARMENTEROS & FERNANDEZ, INC.
1001 NW 34th Avenue, 2nd Floor
Doral, Florida 33126
PH: (305) 477-6702
FAX: (305) 470-8065

OCTOBER, 2017

A REPLAT OF ALL LOTS IN BLOCKS 9, 10, 13, 15, 16, AND ALL LOTS IN BLOCK 19 THRU BLOCK 66, AND; TRACTS "B", "C", "D", "E", "F", "G", AND "H", AND; THAT PORTION OF TRACT "A", OF MC ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167 AT PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THAT PORTION WHICH LIES WITHIN THE PLAT OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH; ALL LOTS IN BLOCKS 67, 68 AND 69, AND; TRACTS "K", "L", "M", AND "N", OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL LYING AND BEING OF A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 56 SOUTH, RANGE 40 EAST, LYING WESTERLY OF THE HOMESTEAD EXTENSION OF THE FLORIDA'S TURNPIKE, STATE ROAD NO. 821 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7422, AT PAGE 425 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

RECORDING STATEMENT: 20170054991

FILED FOR RECORDING ON 27th day of April, A.D. 2016, AT 11:26 A.M. IN BOOK 172 OF PLATS OF PLATS, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THIS PLAT COMPLETES WITH THE LANDS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

HARVEY RUVIN, CLERK OF THE CIRCUIT COURT



IN WITNESS WHEREOF:

THAT MC ESTATES MIAMI, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY ITS MANAGER, COA MC ESTATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY CRAIG S. PERRY, AS ITS MANAGER, AND ITS COMPANY SEAL TO BE HERETO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES, THIS 10th day of October, A.D. 2017.

MC ESTATES MIAMI, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY COA MC ESTATES, LLC
A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGER

BY: Craig S. Perry, AS MANAGER

WITNESSES:

1) Seana Horan SIGNATURE
PRINT NAME

2) Steve Conte SIGNATURE
PRINT NAME

ACKNOWLEDGEMENT:

STATE OF FLORIDA: SS
COUNTY OF Miami Dade

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, CRAIG S. PERRY, AS MANAGER, OF COA MC ESTATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE MANAGER OF MC ESTATES MIAMI, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED N/A AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH OFFICER FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS 10 of October, A.D. 2017.

Seana Horan SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

PRINTED NAME OF ACKNOWLEDGER: Seana Horan

NOTARY PUBLIC STATE OF: Florida

COMMISSION NUMBER: FF953144

MY COMMISSION EXPIRES: JANUARY/24/20



NOTARY SEAL

MC ESTATES MIAMI, LLC
A FLORIDA LIMITED LIABILITY COMPANY
BY COA MC ESTATES, LLC
A DELAWARE LIMITED LIABILITY COMPANY
ITS MANAGER



SEAL

CONSENT BY COMMUNITY DEVELOPMENT DISTRICT. KNOW ALL MEN BY THESE PRESENTS:

THAT THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, HAVING A RIGHT AND INTEREST IN THE PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, PURSUANT TO THAT CERTAIN ORDINANCE NO. 22-200, DULY PASSED AND ADOPTED ON OCTOBER 13, 2007, BY THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, EFFECTIVE OCTOBER 13, 2007, AND THE NOTICE OF ESTABLISHMENT OF THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT DATED OCTOBER 16, 2007, AND RECORDED ON AUGUST 28, 2017, IN OFFICIAL RECORDS BOOK 30266, AT PAGE 164-6, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE FOREGOING DECISIONS.

IN WITNESS WHEREOF:

THAT THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY Craig S. Perry AS ITS Chairman AND ITS SEAL TO BE HERETO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES ON THIS 10 day of October, A.D. 2017.

AT MIAMI
THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT
A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT
ORGANIZED PURSUANT TO CHAPTER 190, FLORIDA STATUTES

BY: Craig S. Perry SIGNATURE
PRINT NAME
Chairman PRINT TITLE

WITNESSES:
1) Seana Horan SIGNATURE
PRINT NAME

2) Steve Conte SIGNATURE
PRINT NAME

ACKNOWLEDGEMENT:

STATE OF FLORIDA: SS
COUNTY OF MIAMI-DADE:

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, Craig S. Perry AS Chairman OF THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ORGANIZED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED N/A AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH OFFICER FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS 10 of October, A.D. 2017.

Seana Horan SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

PRINTED NAME OF ACKNOWLEDGER: Seana Horan

NOTARY PUBLIC STATE OF: Florida

COMMISSION NUMBER: FF953144

MY COMMISSION EXPIRES: JANUARY/24/20



NOTARY SEAL

AT MIAMI
THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT
A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT
ORGANIZED UNDER CHAPTER 190, FLORIDA STATUTES



SEAL

MORTGAGEE: KNOW ALL MEN BY THESE PRESENTS:

THAT FLORIDA COMMUNITY BANK, N.A., A NATIONAL BANKING ASSOCIATION, THE OWNER AND HOLDER OF THAT CERTAIN MORTGAGE, ASSIGNMENT OF MORTGAGE AGREEMENT AND FUTURE FILING EXECUTED BY MC ESTATES MIAMI, LLC, A FLORIDA LIMITED LIABILITY COMPANY, MORTGAGOR, IN FAVOR OF FLORIDA COMMUNITY BANK, N.A., A NATIONAL BANKING ASSOCIATION, DATED AUGUST 24, 2017, RECORDED ON AUGUST 28, 2017, IN OFFICIAL RECORDS BOOK 30669 AT PAGE 415, AND THAT CERTAIN ASSIGNMENT OF LEASES AND RENTS RECORDED IN OFFICIAL RECORDS BOOK 30669 AT PAGE 4136, AND UCC-1 FINANCING STATEMENT RECORDED IN OFFICIAL RECORDS BOOK 30669 AT PAGE 4143, ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE ABOVE DECISIONS.

IN WITNESS WHEREOF:

THAT SAID FLORIDA COMMUNITY BANK, N.A., A NATIONAL BANKING ASSOCIATION, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY Robert P. Smithwick AS ITS Vice President AND ITS CORPORATE SEAL TO BE HERETO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES, THIS 10th day of October, A.D. 2017.

FLORIDA COMMUNITY BANK, N.A.
A NATIONAL BANKING ASSOCIATION

BY: Robert P. Smithwick SIGNATURE
PRINT NAME
Vice President PRINT TITLE

WITNESSES:
1) Seana Horan SIGNATURE
PRINT NAME

2) Steve Conte SIGNATURE
PRINT NAME

ACKNOWLEDGEMENT:

STATE OF FLORIDA: SS
COUNTY OF MIAMI-DADE:

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, Robert P. Smithwick AS Vice President OF FLORIDA COMMUNITY BANK, N.A., A NATIONAL BANKING ASSOCIATION, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED N/A AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH OFFICER FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS 10th of October, A.D. 2017.

Seana Horan SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

PRINTED NAME OF ACKNOWLEDGER: Seana Horan

NOTARY PUBLIC STATE OF: Florida

COMMISSION NUMBER: FF953144

MY COMMISSION EXPIRES: JANUARY/24/20



NOTARY SEAL

FLORIDA COMMUNITY BANK, N.A.
A NATIONAL BANKING ASSOCIATION



SEAL

MORTGAGEE: KNOW ALL MEN BY THESE PRESENTS:

THAT NVR, INC., A VIRGINIA CORPORATION, THE OWNER AND HOLDER OF THAT CERTAIN INDEMNITY MORTGAGE, EXECUTED BY MC ESTATES MIAMI, LLC, A FLORIDA LIMITED LIABILITY COMPANY, MORTGAGOR, IN FAVOR OF NVR, INC., A VIRGINIA CORPORATION, MORTGAGEE, SECURING A DEPOSIT DATED AUGUST 24, 2017, RECORDED ON AUGUST 28, 2017, IN OFFICIAL RECORDS BOOK 30669 AT PAGE 4148, AND THE OWNER AND HOLDER OF THAT OTHER CERTAIN INDEMNITY MORTGAGE, EXECUTED BY MC ESTATES MIAMI, LLC, A FLORIDA LIMITED LIABILITY COMPANY, MORTGAGOR, IN FAVOR OF NVR, INC., A VIRGINIA CORPORATION, MORTGAGEE, SECURING A DEPOSIT DATED AUGUST 24, 2017, RECORDED ON AUGUST 28, 2017, IN OFFICIAL RECORDS BOOK 30669 AT PAGE 4147, ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE ABOVE DECISIONS.

IN WITNESS WHEREOF:

THAT SAID NVR, INC., A VIRGINIA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY Robert P. Smithwick AS ITS Vice President AND ITS CORPORATE SEAL TO BE HERETO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES, THIS 10th of October, A.D. 2017.

NVR, INC.
A VIRGINIA CORPORATION

BY: Robert P. Smithwick SIGNATURE
PRINT NAME
Vice President PRINT TITLE

WITNESSES:
1) Seana Horan SIGNATURE
PRINT NAME

2) Steve Conte SIGNATURE
PRINT NAME

ACKNOWLEDGEMENT:

STATE OF FLORIDA: SS
COUNTY OF MIAMI-DADE:

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, Robert P. Smithwick AS Vice President OF NVR, INC., A VIRGINIA CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED N/A AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH OFFICER FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS 10th of October, A.D. 2017.

Seana Horan SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

PRINTED NAME OF ACKNOWLEDGER: Seana Horan

NOTARY PUBLIC STATE OF: FLORIDA

COMMISSION NUMBER: 64 084371

MY COMMISSION EXPIRES: March/16/2021



NOTARY SEAL

NVR, INC.
A VIRGINIA CORPORATION



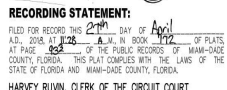
SEAL

MDC019

SHEET 3 OF 12

OCTOBER, 2017

NOT SUBDIVIDED
4 E. S. E. 1/4 OF SECTION 13-56S-41E



MDC020

MC RESIDENTIAL

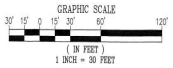
P.B. 172 PG. 93⁴

SHEET 4 OF 12

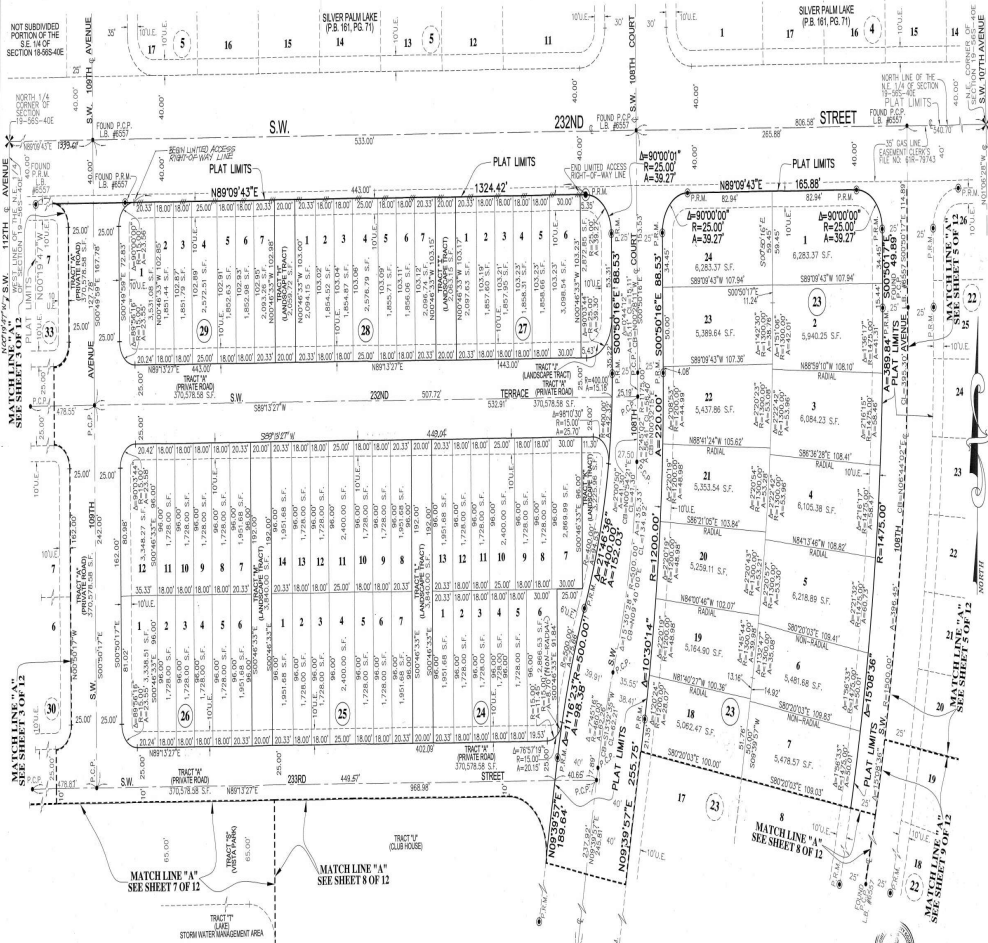


FORD ARMENTEROS & ASSOCIATES, INC.
1901 N.W. 8th Avenue, 2nd Floor
Fort Lauderdale, Florida 33304
TEL (954) 474-7472
FAX (954) 470-3808

OCTOBER, 2017



A REPLAT OF ALL LOTS IN BLOCKS 9, 10, 13, 15, 16, AND ALL LOTS IN BLOCK 19 THRU BLOCK 66, AND; TRACTS "B", "C", "D", "E", "F", "G", "H", AND; THAT PORTION OF TRACT "A", OF MC ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167 AT PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THAT PORTION WHICH LIES WITHIN THE PLAT OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH: ALL LOTS IN BLOCKS 67, 68 AND 69, AND; TRACTS "I", "J", "K", "L", "M", AND "N", OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL LYING AND BEING OF A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 56 SOUTH, RANGE 40 EAST, LYING WESTERLY OF THE HOMESTEAD EXTENSION OF THE FLORIDA'S TURNPIKE, STATE ROAD NO. 821 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7422, AT PAGE 425 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.



SURVEYOR'S NOTES:

- P.M. - DENOTES PERMANENT REFERENCE MONUMENT
- C.C.P. - DENOTES PERMANENT CONTROL POINT
- X - DENOTES TRACTORY CONTROL OF THE SECTION
- U.S. - DENOTES FLORIDA AUTHORIZATION NUMBER
- O.R.B. - DENOTES OFFICIAL RECORDS BOOK
- T.V.E. - DENOTES UTILITY EASEMENT
- F.U.E. - DENOTES 6.0' UTILITY EASEMENT
- P.B. - DENOTES PLAT BOOK
- P.S. - DENOTES PAGE
- S.F. - DENOTES SQUARE FEET
- C. - DENOTES CENTER LINE
- L - DENOTES CHORD LENGTH
- C - DENOTES CHORD BEARING
- --- DENOTES LIMITED ACCESS RIGHT-OF-WAY LINE
- ALL AREAS IN THIS PLAT ARE CALCULATED MORE OR LESS
- A - DENOTES ARC LENGTH OF CURVE
- R - DENOTES RADIUS OF CURVE

NOTE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SEE SHEET 3 OF 12 FOR LIST OF DOCUMENTS WHICH AFFECT THE SUBJECT PROPERTY.

NOTE: TRACT "A" (PRIVATE ROAD)
(EASEMENT FOR NON-ADJACENT PROPERTIES FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND LANDSCAPING)

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED VALUE OF N01°14'7" ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

RECORDING STATEMENT:

FILED FOR RECORD THIS 27th DAY OF April, A.D. 2018, AT 1:28 P.M., IN BOOK 20180254991 OF PLATS, AT PAGE 93, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLETES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

HARVEY RUIN, CLERK OF THE CIRCUIT COURT

By BYRON W. MOORE #1940
DEPUTY CLERK

MDC021

SHEET 5 OF 12

OCTOBER, 2017

PLATING

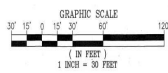


MC RESIDENTIAL

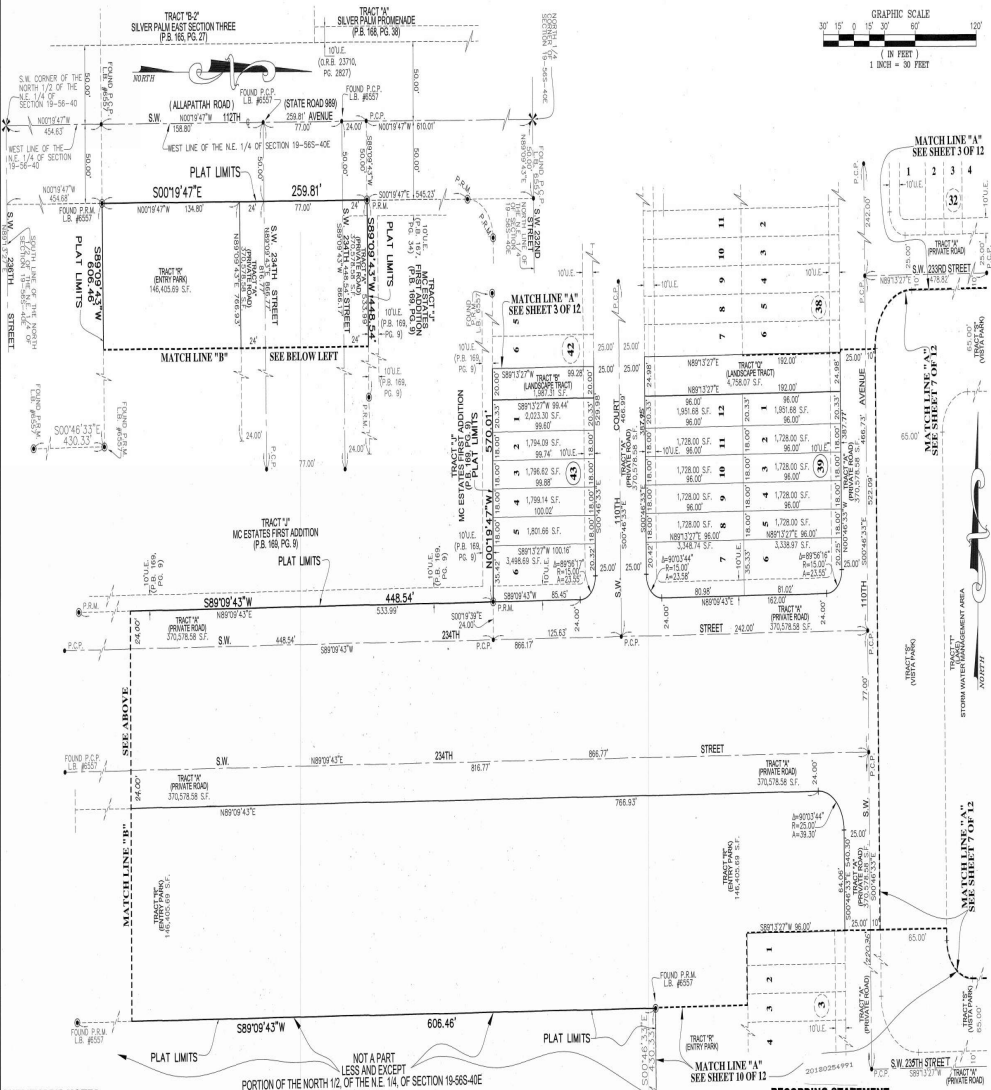
P.B. 172 PG. 93²
SHEET 6 OF 12

FORD, ARMENTOS & FERNANDEZ, INC.
1901 W. 19th AVENUE, 2ND FLOOR
FORT LAUDERDALE, FLORIDA 33305
TEL (904) 474-6472
FAX (904) 474-2668

OCTOBER, 2017



A REPLAT OF ALL LOTS IN BLOCKS 9, 10, 13, 15, 16, AND ALL LOTS IN BLOCK 19 THRU BLOCK 66, AND; TRACTS "B", "C", "D", "E", "F", "G", AND "H", AND; THAT PORTION OF TRACT "A", OF MC ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167 AT PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THAT PORTION WHICH LIES WITHIN THE PLAT OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH; ALL LOTS IN BLOCKS 67, 68 AND 69, AND TRACTS "M", "L", "N", AND "O", OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL LYING AND BEING OF A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 56 SOUTH, RANGE 40 EAST, LYING WESTERLY OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE, STATE ROAD NO. 821 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7422, AT PAGE 425 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.



SURVEYOR'S NOTES:

- P.M. - DENOTES PERMANENT REFERENCE MONUMENT
- P.C.P. - DENOTES PERMANENT CONTROL POINT
- X - DENOTES FRACTIONAL CORNER OF THE SECTION
- L.B. - DENOTES FLORIDA AUTHORIZATION NUMBER
- D.R.B. - DENOTES OFFICIAL RECORDS BOOK
- T.O.U.E. - DENOTES TOWN OF UTILITY EASEMENT
- U.E. - DENOTES 6.00' UTILITY EASEMENT
- P.B. - DENOTES PLAT BOOK
- P.G. - DENOTES PAGE
- S.F. - DENOTES SQUARE FEET
- C - DENOTES CENTER LINE

Δ - DENOTES CENTRAL ANGLE OF CURVE
R - DENOTES RADIUS OF CURVE
A - DENOTES ARC LENGTH OF CURVE
C - DENOTES CHORD BEARING
C - DENOTES CHORD LENGTH
--- - DENOTES LIMITED ACCESS RIGHT-OF-WAY LINE
ALL AREAS IN THIS PLAT ARE CALCULATED MORE OR LESS
BEARINGS SHOWN HEREIN ARE BASED ON AN ASSUMED VALUE OF
N00°19'47" ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 19,
TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

NOTE: TRACT "A" (PRIVATE ROAD)
EASEMENT FOR INGRESS-EGRESS, FOR
THE INSTALLATION AND MAINTENANCE OF
PUBLIC UTILITIES AND LANDSCAPING

SEE SHEET 3 OF 12 FOR LIST OF DOCUMENTS WHICH AFFECT THE SUBJECT PROPERTY

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVISION LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERSEDEN BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED IN THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

RECORDING STATEMENT:

FILED FOR RECORD THIS 2nd DAY OF April
A.D. 2018 AT 10:28 A.M. IN BOOK 93 OF PLATS
AT PAGE 93², OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA. THIS PLAT COMPLES WITH THE LAWS OF THE
STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.
HARVEY RUHM, CLERK OF THE CIRCUIT COURT
Deputy Clerk

MDC023

MC RESIDENTIAL

P.B. 172 PG. 93¹

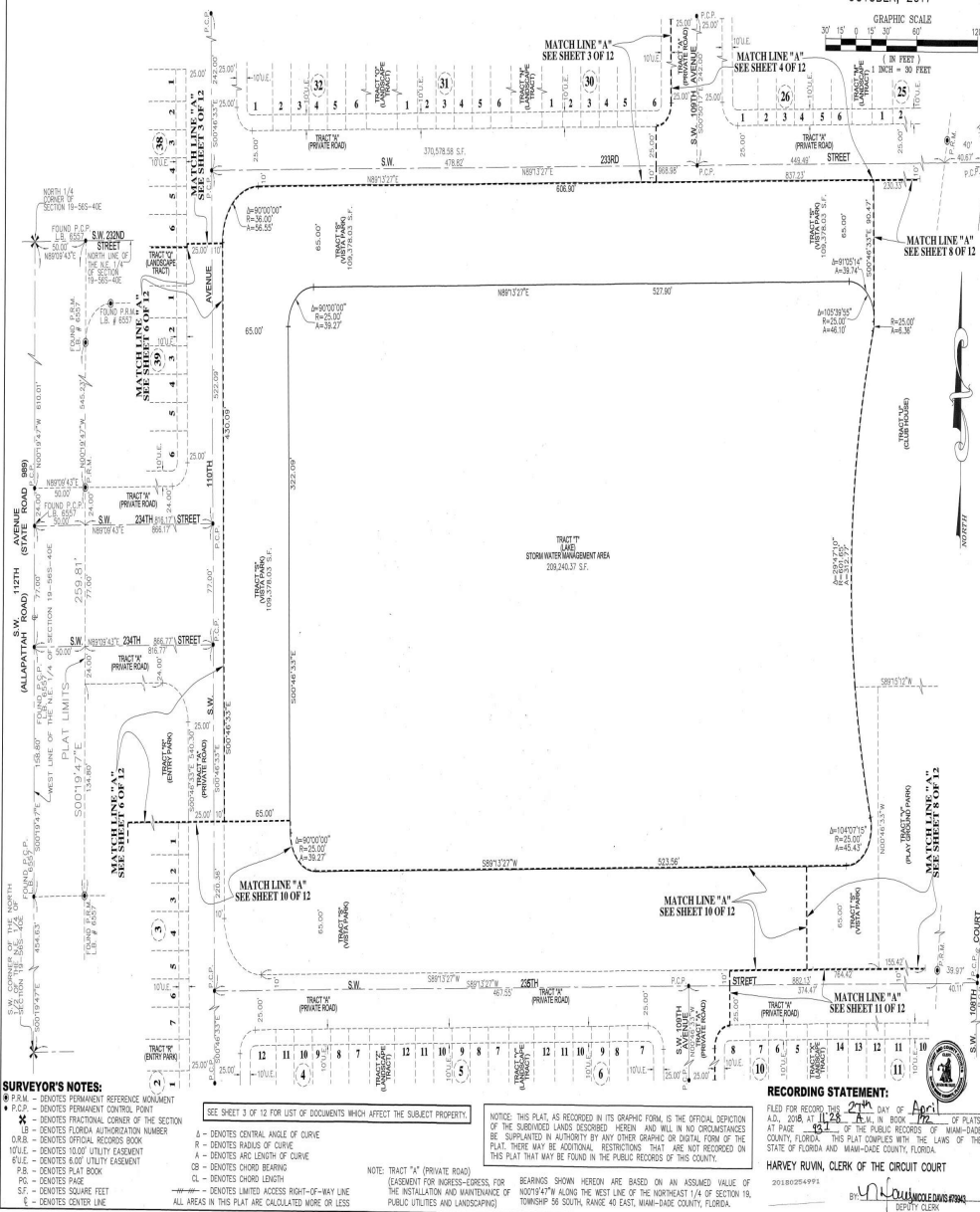
SHEET 7 OF 12



FORD, ARMENTEROS & FERNANDEZ, INC.
1800 NW 44th Avenue, 2nd Floor
Doral, Florida 33172
PH: (305) 471-0402
FAX: (305) 471-0626

OCTOBER, 2017

A REPLAT OF ALL LOTS IN BLOCKS 9, 10, 13, 15, 16, AND ALL LOTS IN BLOCK 19 THRU BLOCK 66, AND; TRACTS "B", "C", "D", "E", "F", "G", "H", AND; THAT PORTION OF TRACT "A", OF MC ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167 AT PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THAT PORTION WHICH LIES WITHIN THE PLAT OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH ALL LOTS IN BLOCKS 67, 68 AND 69, AND; TRACTS "K", "L", "M", AND "N", OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL LYING AND BEING A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 56 SOUTH, RANGE 40 EAST, LYING WESTERLY OF THE HOMESTEAD EXTENSION OF THE FLORIDA'S TURNPIKE, STATE ROAD NO. 821 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7422, AT PAGE 425 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.



SURVEYOR'S NOTES:

- P.M. - DENOTES PERMANENT REFERENCE MONUMENT
- P.C.P. - DENOTES PERMANENT CONTROL POINT
- X - DENOTES PRACATIONAL CORNER OF THE SECTION
- F - DENOTES FLORIDA AUTHORIZATION NUMBER
- D.R.B. - DENOTES OFFICIAL RECORDS BOOK
- 100' - DENOTES 100' UTILITY EASEMENT
- 60' - DENOTES 60' UTILITY EASEMENT
- P.B. - DENOTES PLAT BOOK
- P.C. - DENOTES PAGE
- S.F. - DENOTES SQUARE FEET
- C - DENOTES CENTER LINE

SEE SHEET 3 OF 12 FOR LIST OF DOCUMENTS WHICH AFFECT THE SUBJECT PROPERTY.

- A - DENOTES CENTRAL ANGLE OF CURVE
- R - DENOTES RADIUS OF CURVE
- A - DENOTES ARC LENGTH OF CURVE
- CH - DENOTES CHORD BEARING
- CL - DENOTES CHORD LENGTH
- LA - DENOTES LIMITED ACCESS RIGHT-OF-WAY LINE

NOTE: TRACT "A" (PRIVATE ROAD)
(EASEMENT FOR BUSINESS-ADDRESS, FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND LANDSCAPING)

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL REPRESENTATION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

RECORDING STATEMENT:

FILED FOR RECORD THIS 21st DAY OF April, 2018, AT 1:28 P.M. IN BOOK 172 OF PLATS, AT PAGE 93 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLETES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

HARVEY RUVIN, CLERK OF THE CIRCUIT COURT

20180224993

BY: [Signature] DEPUTY CLERK

MDC024

MC RESIDENTIAL

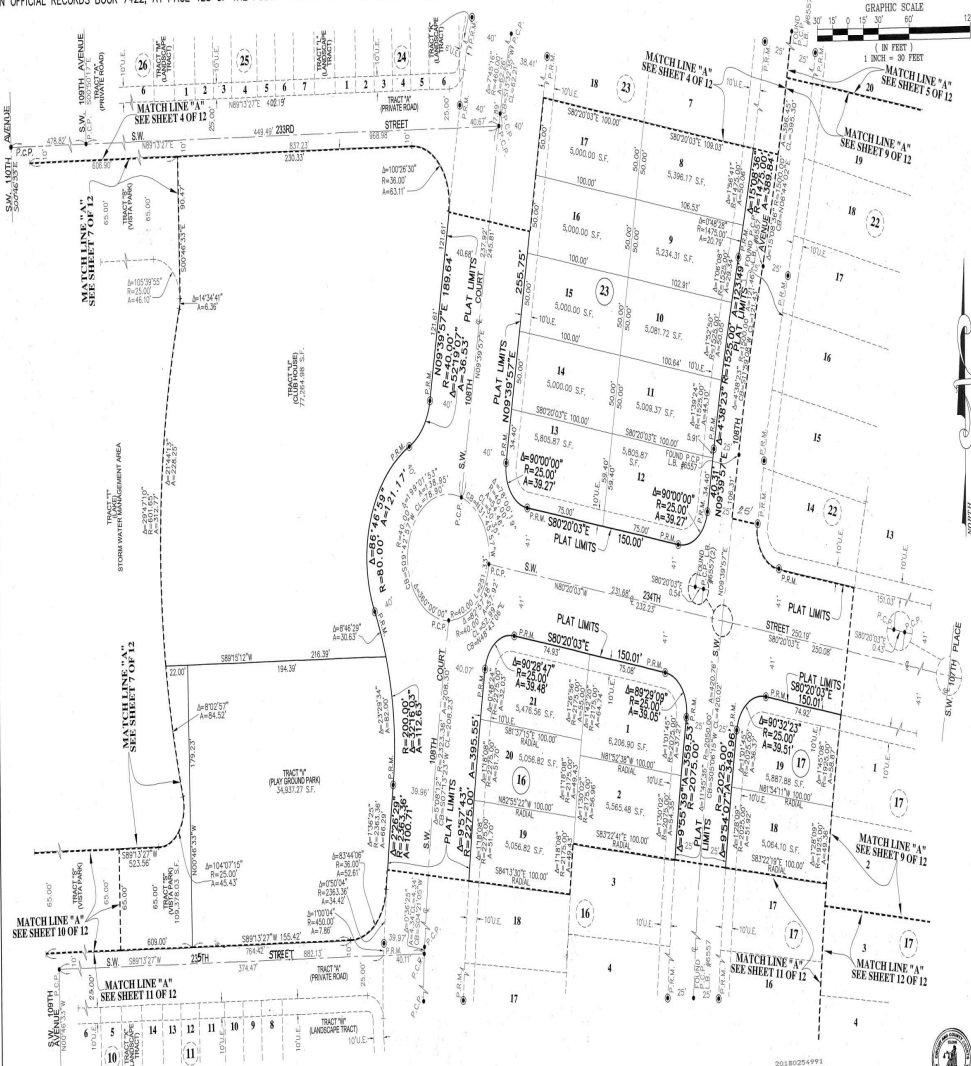
P.B. 172 PG. 93²

SHEET 8 OF 12

A REPLAY OF ALL LOTS IN BLOCKS 9, 10, 13, 15, 16, AND ALL LOTS IN BLOCK 19 THRU BLOCK 66, AND; TRACTS "B", "C", "D", "E", "F", "G", AND "H", AND; THAT PORTION OF TRACT "A", OF MC ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167 AT PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THAT PORTION WHICH LIES WITHIN THE PLAT OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH ALL LOTS IN BLOCKS 67, 68 AND 69, AND TRACTS "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z", AND "AA", OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL LYING AND BEING A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 56 SOUTH, RANGE 40 EAST, LYING WESTERLY OF THE HOMESTEAD EXTENSION OF THE FLORIDA'S TURNPIKE, STATE ROAD NO. 821 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7422, AT PAGE 425 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

FORD, ARMENTEROS & FERNANDEZ, INC.
1001 N. 84th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH (305) 474-0722
FAX (305) 475-2805

OCTOBER, 2017



SURVEYOR'S NOTES:

- P.M. - DENOTES PERMANENT REFERENCE MONUMENT
- P.C.P. - DENOTES PERMANENT CORNER POINT
- F. - DENOTES FRACTIONAL CORNER OF THE SECTION
- L.B. - DENOTES FLORIDA AUTHORIZATION NUMBER
- O.B. - DENOTES OFFICIAL RECORDS BOOK
- U.E. - DENOTES 10'0" UTILITY EASEMENT
- E.U. - DENOTES 6'0" UTILITY EASEMENT
- P.B. - DENOTES PLAT BOOK
- P. - DENOTES PAGE
- S.F. - DENOTES SQUARE FEET
- C. - DENOTES CENTER LINE

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN, AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- Δ - DENOTES CENTRAL ANGLE OF CURVE
- R - DENOTES RADIUS OF CURVE
- A - DENOTES ARC LENGTH OF CURVE
- CB - DENOTES CHORD BEARING
- C. - DENOTES CHORD LENGTH

--- DENOTES LIMITED ACCESS RIGHT-OF-WAY LINE
ALL AREAS IN THIS PLAT ARE CALCULATED MORE OR LESS

SEE SHEET 3 OF 12 FOR LIST OF DOCUMENTS WHICH AFFECT THE SUBJECT PROPERTY

NOTE: TRACT "A" (PRIVATE ROAD)
(EASEMENT FOR INGRESS-EGRESS, FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND LANDSCAPING)

BEARINGS SHOWN HEREON ARE BASED ON AN ASSIGNED VALUE OF NORTH 47°W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

RECORDING STATEMENT:

FILED FOR RECORD THIS 24th DAY OF April, A.D. 2016, AT 11:28 A.M. IN BOOK 172 OF PLATS, AT PAGE 93 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLETES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

HARVEY RUVIN, CLERK OF THE CIRCUIT COURT

BY: *[Signature]* MICHAEL W. RYAN
DEPUTY CLERK

MDC025

MC RESIDENTIAL

P.B. 172 PG. 93¹

SHEET 9 OF 12

FORD, ARMENTOS & FERNANDEZ, INC.
1901 N. 94th AVENUE, 26th FLOOR
DORAL, FLORIDA 33126
TEL: (305) 474-0492
FAX: (305) 474-2865

OCTOBER, 2017

PLATTING

A REPLAT OF ALL LOTS IN BLOCKS 9, 10, 13, 15, 16, AND ALL LOTS IN BLOCK 19 THRU BLOCK 66, AND; TRACTS "B", "C", "D", "E", "F", "G", AND "H", AND; THAT PORTION OF TRACT "A", OF MC ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167 AT PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THAT PORTION WHICH LIES WITHIN THE PLAT OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH ALL LOTS IN BLOCKS 67, 68 AND 69, AND; TRACTS "I", "J", "K", "L", "M", AND "N", OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL LYING AND BEING OF A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 56 SOUTH, RANGE 40 EAST, LYING WESTERLY OF THE HOMESTEAD EXTENSION OF THE FLORIDA'S TURNPIKE, STATE ROAD NO. 821 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7422, AT PAGE 425 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.



MDC026

MC RESIDENTIAL

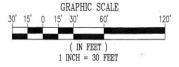
P.B. 172 PG. 93¹²

SHEET 10 OF 12

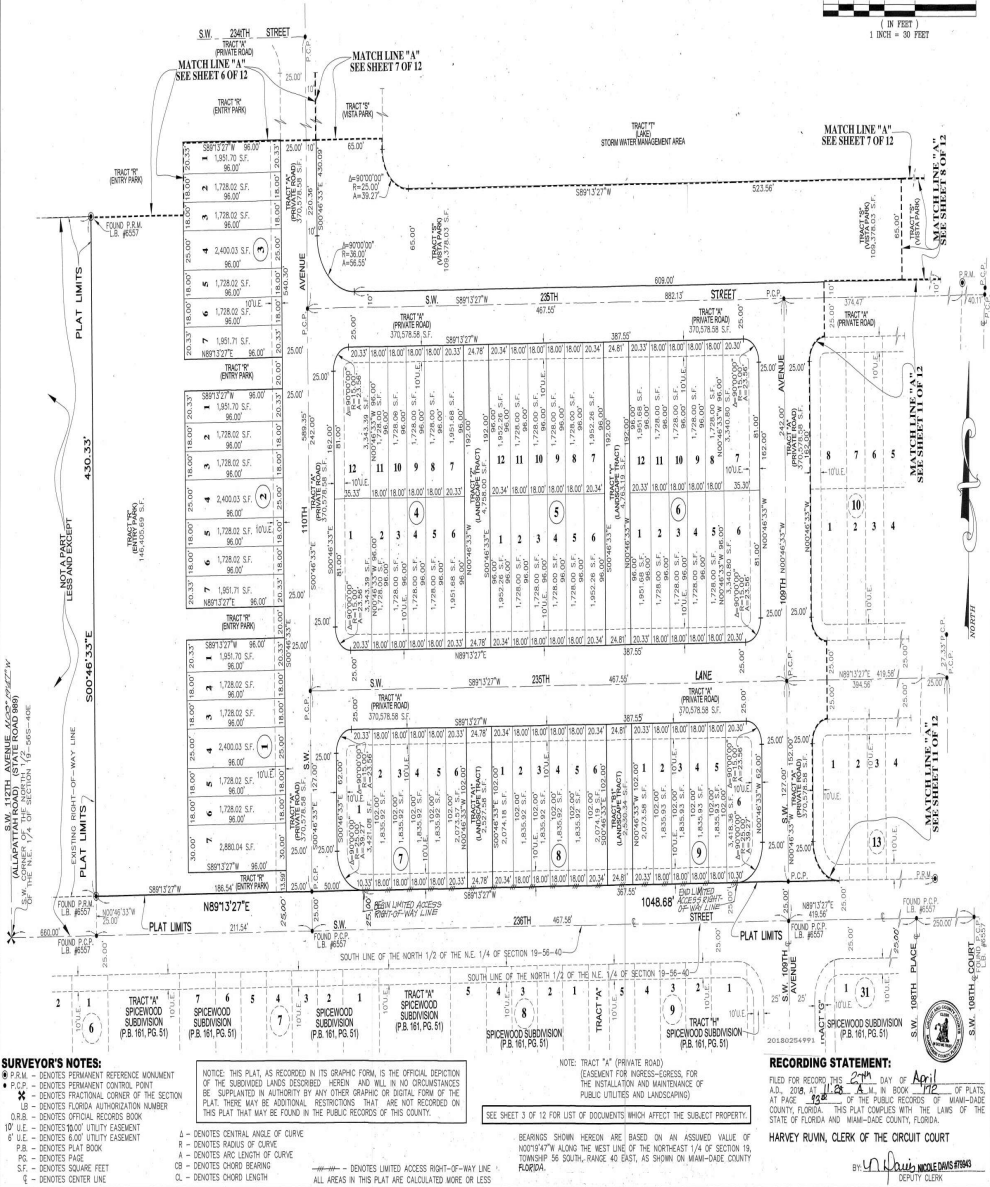


FORD ARMENTEROS & FERNANDEZ, INC.
1801 NW 4th AVENUE, 2ND FLOOR
MIAMI, FLORIDA 33136
PH: (305) 474-6742
FAX: (305) 470-8025

OCTOBER, 2017



A REPLAT OF ALL LOTS IN BLOCKS 9, 10, 13, 15, 16, AND ALL LOTS IN BLOCK 19 THRU BLOCK 66, AND; TRACTS "B", "C", "D", "E", "F", "G", "H", AND; THAT PORTION OF TRACT "A", OF MC ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167 AT PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THAT PORTION WHICH LIES WITHIN THE PLAT OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH; ALL LOTS IN BLOCKS 67, 68 AND 69; AND; TRACTS "X", "Y", "Z", "AA", AND "BB" OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL LYING AND BEING OF A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 56 SOUTH, RANGE 40 EAST, LYING WESTERLY OF THE HOMESTEAD EXTENSION OF THE FLORIDA'S TURNPIKE, STATE ROAD NO. 821 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7422, AT PAGE 425 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.



SURVEYOR'S NOTES:

- * S.M. - DENOTES PERMANENT REFERENCE MONUMENT
- * P.C.P. - DENOTES PERMANENT CONTROL POINT
- * X - DENOTES FRACTIONAL CORNER OF THE SECTION
- LB - DENOTES FLORIDA AUTHORIZATION NUMBER
- O.R.B. - DENOTES OFFICIAL RECORDS BOOK
- 10' U.E. - DENOTES 10'00' UTILITY EASEMENT
- 6' U.E. - DENOTES 6'00' UTILITY EASEMENT
- P.B. - DENOTES PLAT BOOK
- P.G. - DENOTES PAGE
- S.F. - DENOTES SQUARE FEET
- Q - DENOTES CENTER LINE

- A - DENOTES CENTRAL ANGLE OF CURVE
- R - DENOTES RADIUS OF CURVE
- L - DENOTES LENGTH OF CURVE
- CB - DENOTES CHORD BEARING
- CL - DENOTES CHORD LENGTH
- - DENOTES LIMITED ACCESS RIGHT-OF-WAY LINE

NOTE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPOSITION OF THE SUBDIVISION LOTS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DATA FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTE: TRACT "X" (PRIVATE ROAD) (EASEMENT FOR WALKER-EDGESS, FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND LANDSCAPING)

SEE SHEET 3 OF 12 FOR LIST OF DOCUMENTS WHICH AFFECT THE SUBJECT PROPERTY.

BEARINGS SHOWN HEREIN ARE BASED ON AN ASSUMED VALUE OF N00°14'47"W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 56 SOUTH, RANGE 40 EAST, AS SHOWN ON MIAMI-DADE COUNTY RECORDS.

RECORDING STATEMENT:

FILED FOR RECORD THIS 21ST DAY OF April, 2018, AT 2:08 P.M. IN BOOK 172 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

HARVEY RUHN, CLERK OF THE CIRCUIT COURT

BY: [Signature] DEPUTY CLERK

MDC027

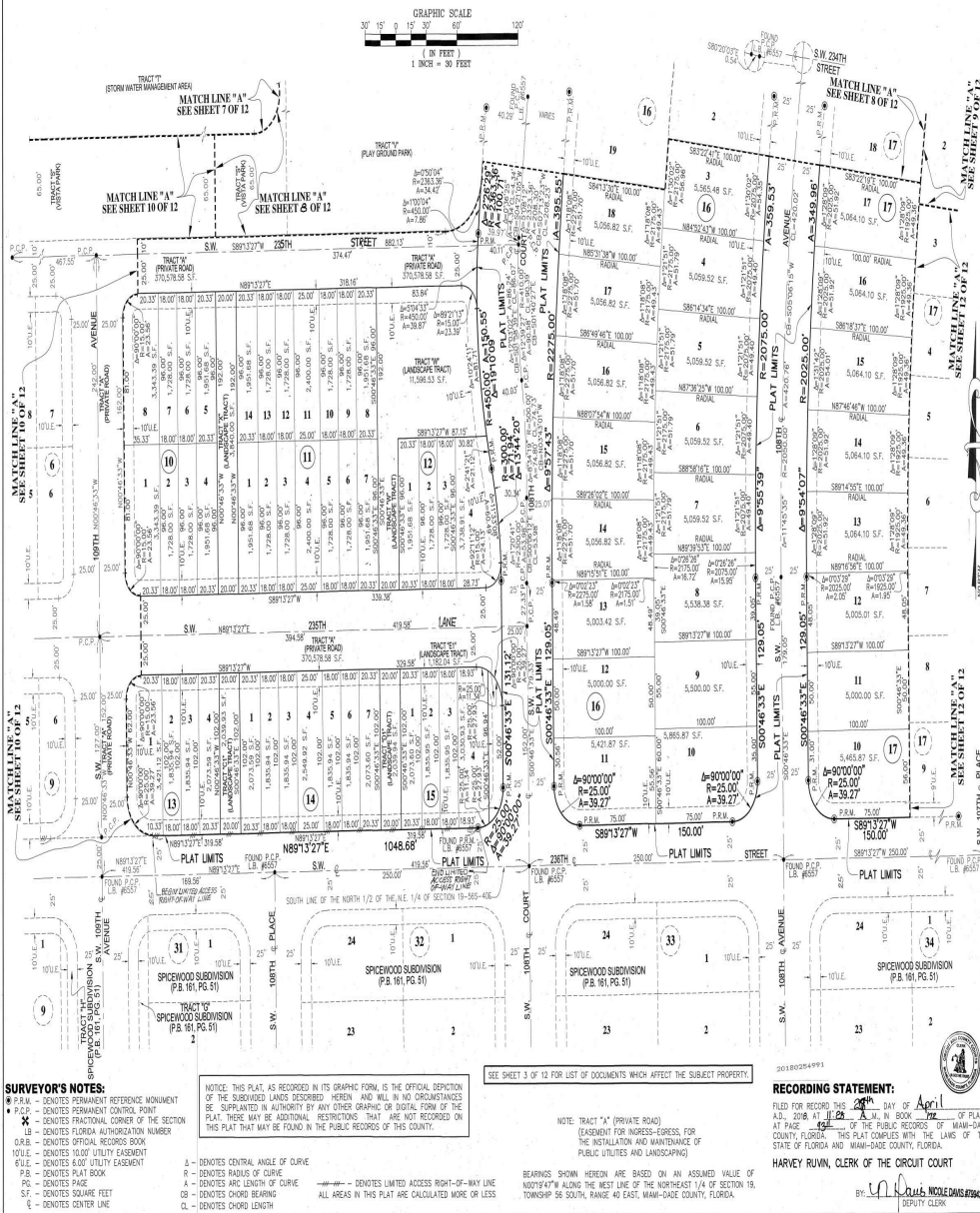
SHEET 11 OF 12

FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

OCTOBER, 2017

PLAXTING

A REPLAT OF ALL LOTS IN BLOCKS 9, 10, 10T15, 16, AND ALL LOTS IN BLOCK 19 THRU BLOCK 66, AND; TRACTS "B", "C", "D", "E", "F", "G", "H", AND; THAT PORTION OF TRACT "A", OF MC ESTATES SUBDIVISION, WITHIN TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167 AT PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH THE PLAT OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH; ALL LOTS IN BLOCKS 67, 68 AND 69, AND; TRACTS "I", "J", "K", "L", "M", AND "N", OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL LYING AND BEING A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 56 SOUTH, RANGE 40 EAST, LYING WESTERLY OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE, STATE ROAD NO. 821 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7422, AT PAGE 425 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.



MDC028

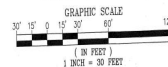
MC RESIDENTIAL

B.P. 172 PG. 93¹²

SHEET 12 OF 12

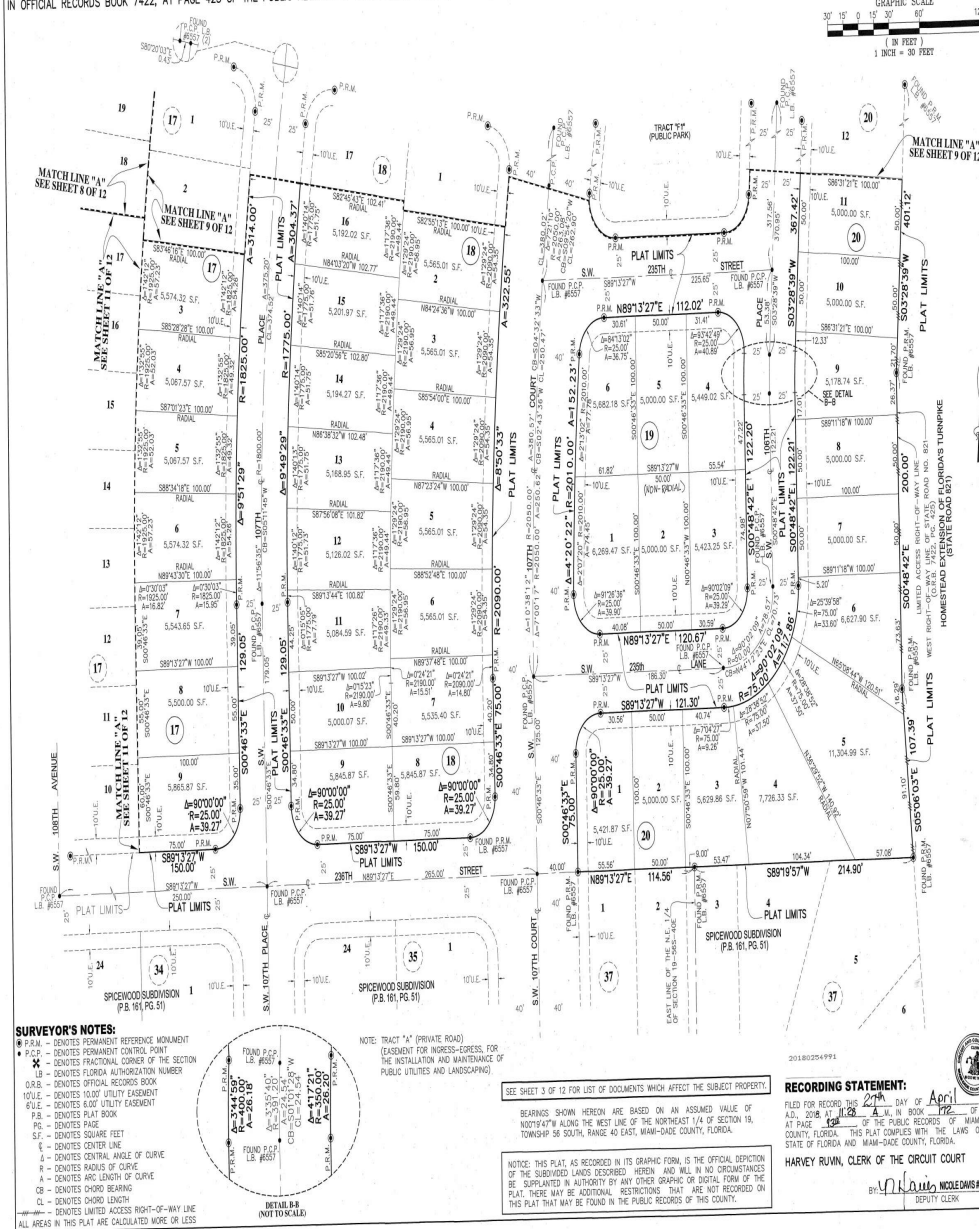
FORD, ARMENTOS & FERNANDEZ, INC.
1800 N. MIAMI AVENUE, 2ND FLOOR
MIAMI, FLORIDA 33132
PH (305) 477-6472
FAX (305) 473-2805

OCTOBER, 2017



PLATTING

A REPLAT OF ALL LOTS IN BLOCKS 9, 10, 13, 15, 16, AND ALL LOTS IN BLOCK 19 THRU BLOCK 66, AND; TRACTS "B", "C", "D", "E", "F", "G", AND "H", AND; THAT PORTION OF TRACT "A", OF MC ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167 AT PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THAT PORTION WHICH LIES WITHIN THE PLAT OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH; ALL LOTS IN BLOCKS 67, 68 AND 69, AND; TRACTS "K", "L", "M", AND "N", OF MC ESTATES FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169 AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL LYING AND BEING A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 56 SOUTH, RANGE 40 EAST, LYING WESTERLY OF THE HOMESTEAD EXTENSION OF THE FLORIDA'S TURNPIKE, STATE ROAD NO. 821 AS DESCRIBED IN OFFICIAL RECORDS BOOK 7422, AT PAGE 425 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.



SURVEYOR'S NOTES:
P.F.M. - DENOTES PERMANENT REFERENCE MONUMENT
C.P.P. - DENOTES PERMANENT CONTROL POINT
X - DENOTES FRACTIONAL CORNER OF THE SECTION
F.A. - DENOTES FLORIDA AUTHORIZATION NUMBER
O.A.B. - DENOTES OFFICIAL RECORDS BOOK
100 L.E. - DENOTES 100' UTILITY EASEMENT
40 L.E. - DENOTES 40' UTILITY EASEMENT
P.B. - DENOTES PLAT BOOK
P.G. - DENOTES PAGE
S.F. - DENOTES SQUARE FEET
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CB - DENOTES CHORD BEARING
CL - DENOTES CHORD LENGTH
DENOTES LIMITED ACCESS RIGHT-OF-WAY LINE
ALL AREAS IN THIS PLAT ARE CALCULATED MORE OR LESS

NOTE: TRACT "A" (PRIVATE ROAD)
(EASEMENT FOR INGRESS-EGRESS, FOR
THE INSTALLATION AND MAINTENANCE OF
PUBLIC UTILITIES AND LANDSCAPING)

SEE SHEET 3 OF 12 FOR LIST OF DOCUMENTS WHICH AFFECT THE SUBJECT PROPERTY.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVISION LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERSEDED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED IN THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

RECORDING STATEMENT:
FILED FOR RECORD THIS 27th DAY of April
A.D., 2018 AT 11:28 A.M. IN BOOK 172 OF PLATS
AT PAGE 93 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.
HARVEY RUIN, CLERK OF THE CIRCUIT COURT
By: [Signature] DEPUTY CLERK

MDC029

This instrument was prepared by:
Name: Lella M. Jackson Battles
Address: Holland & Knight LLP
701 Brickell Avenue
Miami, FL 33131

CFN 2006R0132429
DR Bk 24214 Pgs 1056 - 1064 (9pgs)
RECORDED 02/07/2006 10:01:08
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

A/13

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, MACA REALTY HOLDINGS LLC, a Florida limited liability company (the "Owner") holds the fee simple title to that certain real property in Miami-Dade County, Florida, located at the southeast intersection of SW 112 Avenue and SW 232 Street in unincorporated Miami-Dade County, and more particularly described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion; and

WHEREAS, the Owner filed with Miami-Dade County Public Hearing No. 05-20 (the "Application") seeking a district boundary change from AU to RU-3M on the western portion of the Property (the "Townhouse Parcel") and AU to RU-1M(a) on the eastern portion of the Property (the "Single Family Parcel"), and other ancillary zoning approvals;

WHEREAS, the Owner proposes to develop the Property with a residential community consisting of 369 townhouse units and 168 single family homes;

IN ORDER TO ASSURE Miami-Dade County (the "County") that the representations made by the owner during consideration of the Application will be abided by, the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

(1) Site Plan. The Property shall be developed substantially in accordance with the plans previously submitted, entitled "M.C. Estates," prepared by Ford Armenteros & Manucy, Inc., dated stamped received August 10, 2005 (Sheets SP-1 through LP-2), and including architectural drawings prepared by Pascual Perez Kiliddjian, dated stamped received August 10, 2005 (A-1.1 through A-7.17), said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this Declaration, as may be amended during the public hearing on the Application (the "Plan").

(2) Dedication, Improvement and Maintenance of Park Sites.

A. In order to help meet the future parks and recreational needs generated by the proposed residential development of the Property, the Owner, its successors and assigns agree to convey to the County, by plat and deed, the 2.08± acre park site located within the Single Family Parcel, as described in the attached Exhibit "A", of the proposed residential development (the "Park Site"), as depicted on the Plan. The Park Site shall be platted by the Owner with the first final residential plat for the Property, and shall be conveyed to the County by warranty deed, warranting title by, through, and under Owner in fee simple, free from all liens and encumbrances, no later than the building permit for the 85th dwelling unit for the Single Family Parcel, or the unit

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representing 51 percent of the total number of units approved for the Single Family Parcel. Additionally, the Owner agrees to supply, build, or install park and recreation improvements at the Park Site, as a contribution in lieu of the payment of impact fees, through plans and construction means approved by the Miami-Dade County Parks and Recreation Department.

B. Prior to the conveyance of the Park Site to the County, the Owner, at its sole expense, shall provide to the County an assessment report(s) prepared by a licensed geotechnical firm, and shall further provide a Phase I Environmental Assessment and a Phase II Environmental Assessment, if indicated by such Phase I Environmental Assessment. The Owner shall provide the County reasonable access to the Park Site for purposes of conducting such due diligence assessments as the County deems appropriate, including, but not limited to, an environmental assessment of the Park Site and an appraisal of its fair market value.

C. Pursuant to Section 33H-15 of the Code, the Owner's dedication of the Park Site and installation of park and recreation improvements approved by the Miami-Dade County Parks and Recreation Department shall entitle the Owner to a credit for up to 100 percent of the local park open space and the local park improvement fee generated by the development of the Property.

D. Subject to approval by the County and in accordance with applicable regulations, the Owner shall cause the establishment of a special taxing district or community development district for the maintenance of the Park Site, including any park and recreational improvements. The instrument incorporating such provisions shall be approved by the County Attorney as to form and legal sufficiency and shall be recorded in the public records of Miami-Dade County at the time of recording of the subdivision plat.

E. In the event that the County determines that the Park Site is unacceptable, the Park Site shall not be conveyed to the County and the Owner shall be responsible for the payment of the local park open space fee and the local park improvement fee generated by the development of the Property. Additionally, in the event that the Park Site is not conveyed by the Owner to the County, the Owner shall, through a homeowner's association, special taxing district or community development district, subject to approval by the County, maintain the Park Site as private open space.

F. The Owner agrees to designate by plat six (6) parcels, totaling 3.46± acres, within the Townhouse Parcel as park sites, as depicted on the Plan. Said park sites shall be improved by the Owner and maintained through a homeowner's association, special taxing district, or community development district, subject to approval by the County, and shall be restricted to park and open space for public use.

- (3) Dedication of School Site. The Owner agrees to proffer a separate instrument in favor of the School Board of Miami-Dade County (the "School Board") for the dedication of a 6-acre site in lieu of impact fees at the southeast intersection of SW 112 Avenue and SW 232 Street, as depicted on the Plan (the "School Site"). In the event that the School Site is not accepted by the School Board, unless the County approves otherwise, the School Site shall be maintained as open space by the Owner, through a homeowner's association, special taxing district, or community development district, subject to approval by the County.

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- (4) Landscape Plan. The Owner shall submit to the Department of Planning and Zoning for its review and approval a landscape plan that indicates the type and size of plant material prior to the issuance of a building permit. The plant material shall be installed prior to the issuance of a certificate of use.
- (5) Installation of Brick Pavers. The Owner agrees to install brick pavers or similar material on all of the parking spaces proposed at the rear of the townhouse units.
- (6) Pedestrian and Vehicular Access. The Property shall be developed in a manner that provides permanent and safe access for pedestrian and vehicular traffic, particularly for fire, police, health, sanitation, and other public service personnel and vehicles.
- (7) Installation and Maintenance of Private Roads and Common Areas. The Owner agrees to establish a homeowners association, special taxing district, or community development district, in accordance with the applicable regulations, in order to assure that all common areas and facilities within the Property and any landscaping along the perimeter of the Property adjacent to SW 112 Avenue, SW 232 Street, and SW 236 Street, shall be maintained in a continuous and satisfactory manner, and without expense to the general taxpayer of Miami-Dade County. The instrument incorporating such provisions shall be approved by the County Attorney as to form and legal sufficiency and shall be recorded in the public records of Miami-Dade County at the time of recording of the subdivision plat for the Property.

All private roads and accessways within the Property shall be installed and maintained by the Owner through a homeowners association, special taxing district, or community development district approved by the County, subject to approval by the County Attorney, including but not limited to, sidewalks, drainage facilities, water, sewers and fire hydrants.

(8) Miscellaneous.

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.

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 its 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 its heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

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

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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.

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, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, 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. 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.

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.

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. Invalidity 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.

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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 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.

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 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.

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

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, we have hereunto set our hands and seal this 6 day of
December, 2005.

WITNESSES:	
<u><i>A. Cordero</i></u> Signature <u>Amanda Cordero</u> Printed Name	MACA REALTY HOLDINGS LLC, a Florida limited liability company By: VENTURE ONE, LLC, a Florida limited liability company, sole member and sole manager <u><i>[Signature]</i></u> By: <u>Maurice Cayon</u> , its authorized manager
<u><i>[Signature]</i></u> Signature <u>DIANA DORIA</u> Printed Name	

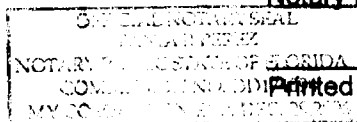
STATE OF Florida)
COUNTY OF Miami Dade) SS

The foregoing instrument was acknowledged before me by Maurice Cayon, as the authorized manager of Venture One, LLC, a Florida limited liability company, which is the sole member and sole manager of Maca Realty Holdings LLC, a Florida limited liability company, and for the purposes stated herein on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Witness my signature and official seal this 6th day of December, 2005, in the County and State aforesaid.

My Commission Expires:

Tamara R. Reif
Notary Public



Printed Name

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**JOINDER BY MORTGAGEE
CORPORATION**

The undersigned, Regions Bank, an Alabama banking corporation, and Mortgagee under that certain mortgage from Maca Realty Holdings LLC, a Florida limited liability company, as recorded in Official Records Book 23989, Page 1776, in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Declaration of Restrictions, does hereby consent to the execution of this Declaration of Restrictions by Maca Realty Holdings LLC, and agrees that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Declaration of Restrictions shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS WHEREOF, these presents have been executed this 12 day of December, 2005.

WITNESSES:

Leda L. Lorenzo
Leda L. Lorenzo
Print Name

REGIONS BANK, an Alabama banking corporation

By: [Signature]
Jesus Garcia, Vice President

2800 Ponce de Leon Boulevard, 10th Floor
Coral Gables, FL 33134

[Signature]
JAMES S. MIRA
Print Name

(Corporate Seal)

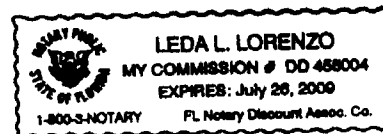


STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 12th day of December 2005, by Jesus Garcia, as vice president of Regions Bank, an Alabama banking corporation, on behalf of the corporation. He is personally known to me or has produced _____, as identification and did/did not take an oath.

Leda L. Lorenzo
Notary Public -State of Florida
Print Name Leda L. Lorenzo
My Commission Expires: 7/26/09

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EXHIBIT "A"

Page 1 of 2

LEGAL DESCRIPTION OF TOWNHOUSE PARCEL

A portion of the North 1/2, of the Northeast 1/4, of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of the North 1/2, of the Northeast 1/4, of said Section 19; thence North 00deg19min47sec West, along the West Line of the Northeast 1/4 of said Section 19, for a distance of 454.63 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue North 00deg19min47sec West, along the last described line, for a distance of 1324.45 feet to the Northwest Corner of said Section 19; thence North 89deg09min43sec East, along the North Line of the Northeast 1/4, of said Section 19, for a distance of 1872.61 feet; thence South 00deg50min16sec East for a distance of 153.53 feet to a point of curvature of a circular curve to the right, concave to the West; thence Southerly along the arc of said curve, having for its elements a radius of 1175.00 feet, through a central angle of 2deg45min02sec for an arc distance of 56.41 feet to a point of compound curvature, of a circular curve to the right, concave to the Northwest; thence Southwesterly along the arc of said curve, having for its elements a radius of 500.00 feet, through a central angle of 15deg31min48sec for an arc distance of 135.52 feet to a point of reverse curvature, of a circular curve to the left, concave to the Southeast; thence Southwesterly along the arc of said curve, having for its elements a radius of 460.00 feet, through a central angle of 7deg46min37sec for an arc distance of 62.44 feet to a point of tangency; thence South 09deg39min57sec West for a distance of 318.85 feet to a point of curvature, of a circular curve to the left, concave to the Southeast; thence Southwesterly along the arc of said curve, having for its elements a radius of 2323.36 feet, through a central angle of 5deg16min21sec for an arc distance of 213.80 feet to a point of compound curvature, of a circular curve to the left, concave to the East; thence Southerly along the arc of said curve, having for its elements a radius of 410.00 feet, through a central angle of 12deg39min18sec for an arc distance of 90.56 feet to a point of reverse curvature of a circular curve to the right, concave to the West; thence Southerly along the arc of said curve, having for its elements a radius of 500.00 feet, through a central angle of 8deg34min19sec for an arc distance of 74.80 feet to a point of compound curvature of a circular curve to the right, concave to the West; thence Southerly along the arc of said curve, having for its elements a radius of 2300.00 feet, through a central angle of 1deg20min41sec for an arc distance of 53.98 feet to a point of tangency; thence South 00deg46min33sec East for a distance of 179.05 feet; thence South 89deg13min27sec West, along the South Line of the North 1/2, of the Northeast 1/4, of said Section 19, for a distance of 1098.68 feet; thence North 00deg46min33sec West for a distance of 455.33 feet; thence South 89deg09min44sec West for a distance of 656.47 feet to the POINT OF BEGINNING.

Containing 2,089,572.90 Square Feet and/or 47.99 Acres more or less.

AND

A portion of the North 1/2, of the Northeast 1/4, of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the Southwest Corner of the North 1/2, of the Northeast 1/4, of said Section 19; thence North 00deg19min47sec West, along the West Line of the Northeast 1/4 of said Section 19, for a distance of 454.63 feet; thence North 89deg09min44sec East, for a distance of 656.47 feet; thence South 00deg46min33sec East, for a distance of 455.33 feet; thence South 89deg13min27sec West, along the South Line of the North 1/2, of the Northeast 1/4, of said Section 19, for a distance of 660.00 feet to the POINT OF BEGINNING.

Containing 299,477.42 Square Feet and/or 6.88 Acres more or less.

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Declaration of Restrictions
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LEGAL DESCRIPTION OF SINGLE FAMILY PARCEL

A portion of the North 1/2, of the Northeast 1/4, of Section 19, Township 56 South, Range 40 East, and that certain portion of the North 1/2, of the Northwest 1/4, of Section 20, Township 56 South, Range 40 East, lying Westerly of the portion taken for State Road No. 821 as described in Official Record Book 7422, at Page 425 of the Public Records of Miami-Dade County, Florida, all in Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of the North 1/2, of the Northeast 1/4, of said Section 19; thence North 89deg13min27sec East, along the South Line of the North 1/2, of the Northeast 1/4, of said Section 19, for a distance of 1756.68 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence North 00deg46min33sec West for a distance of 179.05 feet to a point of curvature of a circular curve to the left, concave to the West; thence Northerly along the arc of said curve, having for its elements a radius of 2300.00 feet, through a central angle of 1deg20min41sec for an arc distance of 53.98 feet to a point of compound curvature, of a circular curve to the left, concave to the West; thence Northerly along the arc of said curve, having for its element a radius of 500.00 feet, through a central angle of 8deg34min19sec for an arc distance of 74.80 feet to a point of reverse curvature, of a circular curve to the right, concave to the East; thence Northerly along the arc of said curve, having for its elements a radius of 410.00 feet, through a central angle of 12deg39min18sec for an arc distance of 90.56 feet to a point of compound curvature, of a circular curve to the right, concave to the Southeast; thence Northeasterly along the arc of said curve, having for its elements a radius of 2323.36 feet, through a central angle of 5deg16min21sec for an arc distance of 213.80 feet to a point of tangency; thence North 09deg39min57sec East for a distance of 318.85 feet to a point of curvature of a circular curve to the right, concave to the Southeast; thence Northeasterly along the arc of said curve, having for its elements a radius of 460.00 feet, through a central angle of 7deg46min37sec for an arc distance of 62.44 feet to a point of reverse curvature, of a circular curve to the left, concave to the Northwest; thence Northeasterly along the arc of said curve, having for its elements a radius of 500.00 feet, through a central angle of 15deg31min48sec for an arc distance of 135.52 feet to a point of compound curvature, of a circular curve to the left, concave to the West; thence Northerly along the arc of said curve, having for its elements a radius of 1175.00 feet, through a central angle of 2deg45min02sec for an arc distance of 56.41 feet to a point of tangency; thence North 00deg50min16sec West for a distance of 153.53 feet; thence North 89deg09min43sec East, along the North Line of the Northeast 1/4, of said Section 19, for a distance of 806.58 feet to the Northeast Corner of the Northeast 1/4, of said Section 19; thence North 89deg22min47sec East, along the North Line of the Northwest 1/4, of said Section 20, for a distance of 224.76 feet; the next four(4) courses and distances being along the Westerly Right-of-way Line of the Homestead Extension of the Florida's Turnpike (State Road 821); 1) thence South 00deg48min42sec East for a distance of 620.02 feet; 2) thence South 03deg28min39sec West for a distance of 401.12 feet; 3) thence South 00deg48min42sec East for a distance of 200.00 feet; 4) thence South 05deg06min03sec East for a distance of 107.39 feet; thence South 89deg19min57sec West, along the South Line of the North 1/2, of the Northwest 1/4, of said Section 20, for a distance of 214.90 feet; thence South 89deg13min27sec West, along the South Line of the North 1/2, of the Northeast 1/4, of said Section 19, for a distance of 919.54 feet to the POINT OF BEGINNING.

Containing 1,454,104.67 Square Feet and/or 33.38 Acres more or less.

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(Public Hearing)

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Exhibit B
Park Legal Description

Tract F-1 of MC Residential, according to the Plat thereof, as recorded in Plat Book 172, at Page 93, of the Public Records of Miami-Dade County, Florida

Exhibit C

Landscaping and Lawn Maintenance Services

Scope of Work

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

Landscape Maintenance

Turf Maintenance

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

Trimming

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

Edging

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

Pruning Shrubs and Ground Cover Plants

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

Tree Care

All trees to be maintained at a minimum canopy high of 8' at all walkways, bike path, common areas and areas throughout the park.

Weed Control

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

Irrigation

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

Litter Control

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

Chemical Treatments

The application of any Fertilizer, Pest Control needs to be approved by PROS prior to application

Exhibit D

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

Maintenance Standards Manual



Miami-Dade Parks, Recreation and Open Spaces

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7000	Other Maintenance
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1000 Cleaning and Sanitation

1010 Policing of Grounds

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

1020 Streets and Parking Areas

Complete cleaning of litter, to include recycling of bottles, glass and cans (in compliance with County ordinance) from parking areas is to be undertaken twice a week, preferably on Monday and Friday. Continuous observation to avoid accumulation of debris or hazardous materials will be given by assigned park attendants. Park entrance roads and roads passing through parks will be policed daily. Other thoroughfares will be policed before each mowing.

1030 Food Service Facilities – Equipment and Utensils

Employees will be trained and certified on food handling by the appropriate agency prior to handling food. This training must comply with essential food safety information that complies with Florida Statute 509.049 (The Food handler Training Law). All cleaning and sanitizing efforts are to be consistent with information obtained through the Food handler Certificate Program.

Cleaning is the removal of food residues, dirt and grease. This is the first phase of making surfaces that come in contact with food safe, e.g. utensils, plates, cutting boards, glassware, etc. Sanitizing reduces harmful microorganisms to safe levels. This is done through heat or a chemical solution that sanitizes.

All food handling employees will be clean and neat at all times. Counters are to be kept clean and orderly at all times. Boxes, container, bottles and wrapping paper will be disposed of when no longer needed. Patios and concrete aprons around service facilities are to be policed hourly or more often if necessary to keep the facility neat and clean. Walk-in refrigeration units which are operating properly are to be cleaned once a month.

In addition, such refrigeration units are to be cleaned each week or as needed. Malfunctioning units are to be repaired to permit periodic defrosting. Counter condiment dishes and containers are to be checked hourly to see that they are clean and adequately filled.

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

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

1. Clean counters and grills at the beginning and close of each work day / or as needed.
2. Fill food and drink dispensers when facility is open / or as needed.
3. Set out adequate food supplies not subject to purification for anticipated sales the day immediately after opening.
4. Hose down concrete aprons around food service buildings upon opening / or as needed.
5. Empty food and drink dispensers and wash and dry bowls or containers at the close of each day or as needed.
6. Refrigerate food and beverage supplies subject to spoilage before leaving each day.
7. Remove frozen food which is expected to be needed the next day from the freezer and place in refrigeration before closing the facility.
8. Turn *off* gas grills and appliances, check all vending machines to see if they are adequately secured, turn-*off* all appropriate lights.

1040 Duckboards or Rubber Floor Mats

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

1050 Restrooms (*For Details Refer to PROS Custodial Manual*)

1051- Public Restrooms

To a considerable extent, cleanliness of restrooms reflects the level of care provided for any public facility; therefore, special attention must be given to this phase of maintenance. Restrooms are to be thoroughly cleaned every day, shortly after the beginning of the work day, with repeated cleansings during the day as traffic may dictate. Whenever possible, female attendants should be employed to inspect and clean female restrooms. Lavatories will be thoroughly cleaned with an approved stocked detergent in water solution. A fine cleaning powder may be used to remove stains when necessary. Bowls and urinals will be cleaned to remove stains when necessary. Bowls and urinals will be cleaned with an approved cleaner, and urine salts will be scrubbed *off*. These are the cause of restroom odor! If kept well cleaned, the use of deodorant blocks will not be necessary to control odors in urinals. Floors are to be swept to remove sand and loose articles before hosing down. Stiff fiber brooms should be used to scrub the floors with detergent-disinfectant solution. Windows and screens are to be cleaned at least weekly.

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

All objectionable markings on walls, partitions, etc. are to be removed upon discovery. Paper dispensers will be filled often enough to avoid depletion of supply. Consideration should be given to those high usage restroom facilities converting to electric hand drying system. Soap dispensers, where provided, should be kept filled. Dispensers damaged by vandals are to be repaired or replaced as soon as this can be arranged.

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

1052-Limited Use

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

1060 Picnic Facilities

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

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

1070 Marinas

1071 - Fish Cleaning Stations

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

1072 - Piers and Docks

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

1080 Refuse

1081- Collections

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

Waste will be collected and disposed of in such a way as to eliminate feeding for rodents. Waste receptacle having sharp edges, bottoms rusted out, or are otherwise damaged will be removed from use until they are repaired or replaced. Do not use 55 gallon steel drums for waste collection.

Storage of refuse for transporting by a commercial firm will be in water-tight receptacles of impervious material with tightly fitted lids. Such containers will usually be of the bind type for automatic loading into compactor garbage trucks. All containers for any park or facility served by a commercial firm will be located at designated places accessible to the collection trucks.

Hauling of garbage or other refuse will be performed in a manner that will avoid scattering of such waste. If it is necessary to haul refuse in an open truck, the law requires a canvas, cargo net, or other suitable cover be provided to *avoid* scattering of light material. All truck compartment used for transporting garbage will be hosed out and sprayed with disinfectant at the end of every day they are used.

1082 – Disposal

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

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

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

1090 Floors

1091- Vinyl Tile

Staff will be allowed to damp mop floors with an approved detergent in a warm-water solution. Apply a light coat of approved liquid floor wax along traffic lanes and heavy use areas of the floor and buff floor weekly. If traffic on such floors is limited or if floors become slick, cleaning and waxing may be done bi-weekly. Sections of floors receiving limited usage should be lightly waxed, approximately once a month. Floors are to be vacuumed or swept with a hair broom before or after normal office or work hours every work day and more often if excessive dirt accumulates. When a facility has heavy pedestrian traffic it would be advised to damp mop with water every

other day. Once every three or four months an approved and stocked solvent or stripping solution is to be used to remove stained or excessive wax and fresh coat is to be applied.

1092 – Ceramic Tile

Vacuum or sweep with a hair broom daily to remove loose dirt and damp mop with water two or three times a week. Floors should be damp mopped with an approved pine cleaner and water solution and dry mopped with clean water once a week.

1093 – Wood

Sweep daily when usage is at a minimum, preferably before or after regular working hours. Floors should be damp mopped at least twice a week with an approved, mild detergent and water solution and dry mopped to remove excessive moisture after mopping.

Floors are to be thoroughly cleaned and lightly sanded, if necessary, before applying sealer compounds. Sealer compounds should be applied approximately every three to four years, depending upon usage; a work order should be created for professional maintenance.

1094 - Concrete or Epoxy Resinous

Except in warehouse or other enclosures, hose down concrete floors daily at a time when usage is at a minimum. Remove accumulated gum or grease with an approved solvent before hosing down. Warehouse areas are to be swept twice a week or often as is necessary to reflect good housekeeping. Shop floors are to be cleaned once a week with a solvent to remove grease before hosing down. Fuller's earth or an approved absorbent material should be used to cover grease or oil drippings in shops during the day to avoid tracking and for safety purposes. Painted or enameled concrete floors should be vacuum cleaned or swept with hair broom daily and damp mopped two or three times a week or after each performance, depending upon usage. Epoxy resinous floor covering will be maintained in the same manner as concrete floors.

1095 – Terrazzo

Damp mop floors daily with a mild solution of approved stocked terrazzo cleaning fluid and water if and when the facility receives minimum usage. A stronger solution of approved terrazzo cleaner and water should be applied by wet mop every three months to remove all foreign matter before applying terrazzo sealer. Floors should be dry mopped so as to remove excessive water and permitted to dry before applying a moderate application of terrazzo sealer. Vacuum clean or sweep with hair broom daily and before mopping.

1100 Carpets, Curtains, Window and Window Blocks, Upholstery

1101 – Carpets

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

1102- Curtains and Blinds

Thoroughly vacuum clean curtains and blinds as needed.

1103 - Windows and Window Blocks

Wash with water once a week or as often as the work load of a park forces will permit. Use glass cleaner with water to remove accumulated dirt and polish the glass with a clean paper. Remove cobwebs from corners and jams. (Refer to PROS Custodial Manual)

1110 Showers, Lockers and Sand Traps

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

1120 Drinking Fountains, Marble, Enamel, Vitreous China, Stainless Steel

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

1130 Zoo Facilities

See Zoo Facility Standards

1140 Pool Maintenance

1141 – Regular

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

1142 - Pool Water Chemistry

Maintain pool water chemistry in accordance to State of Florida Department of Health and PROS Aquatics Operations Manual requirements. Water Chemistry readings are taken daily for Chlorine and pH, and weekly for Calcium and Alkalinity. Chemical tanks (chlorine, muriatic acid, CO₂) are checked daily and delivery follow-ups are made when tank levels reach 1/3. Pools are shocked (super chlorination) to achieve breakpoint chlorination when combined chlorine levels exceed 0ppm. Calcium Hardness levels are maintained at 300- 400 ppm and Total Alkalinity at 80- 120 ppm.

1143 - Pool Filters and Pumps

Pool filters are backwashed and pump strainers cleaned to maintain State of Florida Department of Health flow rate requirements. Filter sand and filter cartridges are inspected annually and replaced as needed. Seasonal pool pumps and valves are exercised bi-monthly.

1144 - Pool Heaters

Pool heaters are serviced annually prior to seasonal start-up. All heaters are shut off 10 minutes prior to turning off pool pumps or backwashing filters. Once pumps and filters are operational the heater can be turned on. Release air from heater water lines as needed. Check Propane levels daily making sure levels do not fall below 30% to prevent heater damage.

1145 - Pool Chemical Feeders and Probes

Venturi chlorine feeders are cleaned weekly by first flushing the system with water, then flushing the system with muriatic acid, then doing a final flush again with water. Chemical probes are cleaned weekly using a toothbrush and dish soap, followed by a water flush. Chlorine injector points are cleaned weekly using wire and muriatic acid, followed by a water flush. CO₂ diffusers are replaced annually. Chemical feeder lines and tubes are inspected daily for leaks and replaced when needed. Chemical Computer Controllers are calibrated as needed to reflect actual chemical reading. Flow wheels are inspected daily and cleaned as needed.

1146 - Pool Shell and Deck

The pool deck should be swept/hosed daily and pressure cleaned annually. Pool shell should be swept and vacuumed as needed. Seasonal pools should have debris and rain water removed as needed. Pool shells shall be painted, patched, or refinished as needed. Black algae shall be removed using a stainless steel brush and Calcium Hypochlorite.

1147 - Beach and Sand Maintenance

Annually or as needed, all swimming areas should be thoroughly cleaned. This is accomplished by pumping out water (L& P Slide Pool), and removing debris and accumulated silt.

The aeration or pump system shall be serviced and additional beach sand added to combat erosion on an annual basis or as needed. Bi-monthly, beach sand shall be sifted. Daily maintenance shall include raking sand, removing debris, and filling holes.

1148 – Atolls

Annually or as determined by water quality all atolls should be thoroughly cleaned. This is accomplished by pumping out atoll water and removing debris and accumulated silt.

The aeration or pump system shall be serviced and additional beach sand added to combat erosion on an annual basis. Bi-monthly, beach sand shall be sifted. Daily maintenance shall include raking sand removing debris.

1150 Pest Control

1151- Insects

Proper cleaning and sanitation is the most effective insect control method against fly and roach infestation. This eliminates most feeding and breeding of such insects. If these insects migrate from other breeding areas they can be eliminated by spraying with approved insecticide, only by a licensed technician. After elimination of feeding and breeding in and around facilities, frequency of spraying will vary according to the number of insects present.

1152 – Rodents

Rat control consists of rat proofing of buildings, elimination of the food supply, poisoning and fumigations and trapping. Screens should be provided for all ventilators, doors, windows, and lattice work of buildings. Even though screens may be left open during the working hours all screens should be in place at night when the structure is closed. Holes in floors, exteriors walls and roofs are to be repaired upon discovery. Clearance around exterior doors should always be less than one quarter of an inch. The food supply can be eliminated to a great extent by the use of impervious waste cans with tightly fitted covers, storage of human and animal food and grain in rat proof buildings or containers, and proper waste collection and disposal operations. If there are rodents, contact the appropriate vendor so a licensed technician can appropriately handle the situation.

2000 Building, Fixed Equipment and Appliances

2010 Plumbing, Septic Tanks and Fields

Park facility maintenance repairmen will unstop plumbing fixtures, replace water faucet washers, shower heads, and remove trap plugs to clean drains. Installations, replacements, or repairs requiring the addition of pipe or disconnection of any pipe will be done by plumbers, maintenance repairmen, or under the general supervision of a qualified plumber. Septic tanks are to be treated bi-monthly with an approved chemical agent to promote bacteria activity. When it becomes necessary to pump out septic tanks, this will be done on a call basis by private firms. Drainage fields will be maintained by issuance of a work order.

Drain gratings are not to be removed to permit trash or sand to be flushed through the underground plumbing system. Grease is never to be poured into sinks, drains or plumbing fixtures. Grease traps are to be checked and cleaned as needed if needed by maintenance personnel. Grease traps will be checked and cleaned by plumbers of the Construction and Maintenance Division (*C/M Division) after issuance of a work order by the responsible park or facility manager. Clogging of grease traps will first be noticeable by a decreased flow of water. Traps in facilities with ceramic rooms are to be cleaned weekly. Mops are not to be cleaned in sinks. They are to be cleaned outside and allowed to air dry.

2020 Water Supply and Distribution, Valves, and Meters

Water mains, and valves are to be maintained by plumbers of the Construction and Maintenance Division. Fire hydrants are to be flushed semi-annually under the supervision of the Fire Department. Fire wells will be pumped out annually to remove accumulated silt or sand. Mechanical repairs to chlorination equipment are the responsibility of the Construction and Maintenance Division.

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

Water pumps are to be lubricated according to recommendations found in the manufacturer guide for the equipment. Electrical motors are to be lubricated according to the instructions of a master electrician of the Construction and Maintenance Division. All electric motors shall be tagged with a "punch card" showing the lubrication schedule.

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

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

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

2030 Refrigeration

Refrigeration P.M. schedule to be developed by Trade Supervisor and implemented by Park Manager. At least once a month and more often if necessary, refrigeration units shall be checked by an appropriate supervisor to see that the air vents are not obstructed; the drive belt is in good condition and is adequately tight. In addition, electric cords shall be checked. Adequate space should be left around freezer units to permit free movement of air. Refrigeration units are to be kept relatively free of excessive oil, dust, and accumulated dirt. Refrigeration repairs requiring servicing of units will be requested by work order.

2040 Air Conditioning

Air conditioning P.M. will be scheduled by Trades Supervisor and implemented by Park Manager. All air conditioning filters shall be cleaned and replaced monthly.

Air Conditioning units should be inspected once a month. This check will include cleaning or replacing of air filter units when dirty by the Park Manager. Semiannually, Construction and Maintenance HVAC employees will conduct a PM that includes: removal of grease or dust from fan blades, checking electrical cords for defects, and the operation of motors and compressors. Air conditioning units exposed to outside air should have the covering frame often enough to eliminate rusting. The blades of fans should be cleaned monthly by employees of the facility having such appliances as long as they are no higher than eight (8) feet. Electrical connections to power are to be disconnected before cleaning is undertaken. Blowers, fans, electrical cords, and switches should be checked approximately every three months for defects. Thoroughly clean exhaust fans semi-annually and ventilating fans annually. Appliances are to be painted often enough to avoid rusting.

2050 Electrical

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

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

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

When checking or repairing appliances, electrical cords will be examined to discover frayed, broken wires or deteriorated covering. Defective cords will be replaced. Electricians are to check the grounding of electric motors, appliances and other equipment when on service calls or when performing routine maintenance. Marine navigational lights, batteries, and bay boards are to be checked daily by Marina staff and repaired if defective.

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

Assigned employees in park may replace light bulbs and fluorescent tubes. In addition, cleaning of fan blades, wash or replace filters, removal of dust or trash from fixtures or screens may be performed by such employees after these fixtures have been disconnected from the source of current. Other maintenance and repairs will be conducted by a certified electrician utilizing safe trades standards. All maintenance or repairs conducted by non-Construction and Maintenance employees must not exceed eight (8) feet in height.

2060 Structural

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

On an as needed basis, hinges will be lubricated with SAE-30 oil or proper lubricant semi-annually or more often during rainy season. Cadmium plated hardware should be lubricated and protected from corrosion with an approved and stocked wax-type preservative. Locks are to be lubricated with graphite. DO NOT LUBRICATE LOCKS WITH OIL.

The maintenance set forth in the above paragraph will be performed by Construction and Maintenance staff or an assigned maintenance technician.

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

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

Repairs to roof, removal and /or replacement of structural timbers and related work will be performed by a qualified tradesperson via a work order.

2070 Painting

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

All wood exposed to weather should be sanded, clear sealed or painted with an approved exterior product. Check for cracks and nail holes which should be caulked before final coat of seal or paint is applied. Allow each coat of paint to thoroughly dry before applying the next coat. Fresh paint should be adequately marked or roped off to keep people from rubbing against it.

Painting of building interior or exterior will only to be done qualified trade staff.

2080 Picnic Tables and Benches

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

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

2090 Fences, Guard Rails and Gates

Wooden hand rails are to be checked frequently to see that they are secure and sealed against rot. Wood should be refinished by sanding until smooth, and free from splinters. Refinishing will be performed by the painters after receiving an approved work order. Gates and rails will be refinished with a paint or resin accordingly, as needed to maintain seal and color. Routine painting of such structure will be performed by trades paint shop. Fiberglass resin will applied by trained personnel of the Construction and Maintenance Division.

Generally, metal fences should be painted annually or as often as use and deterioration requires. Approved non-toxic paints are to be used on animal cages and paddocks.

Hinges of gates are to be cleaned and lubricated semi-annually with approved heavy grease. At the time of lubrication gates will be checked, and if necessary, adjusted to permit opening and closing easily. Metal fences should be painted with rust inhibitor paints at the first sign of rusting. The rust should be removed by sanding of wire brushing before paint is applied. Only use a herbicide if it is aesthetically pleasing and only by a licensed applicator to control growth around rock fences at approximately 90 day intervals or in accordance with instructions from the responsible administrative supervisor.

2100 Gasoline Pumps and Tanks

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

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

2110 Playgrounds/Equipment /Exercise Equipment

Daily inspections will be performed on playground equipment located at staffed areas to detect broken or splintered wood, burred metal and loose parts, and secure foundations. Inspections of playground equipment at no staffed areas will be done semi-annually by the assigned supervisor. Equipment having splinters or jagged edges will be repaired immediately after discovery or taken out of service until repaired to avoid accidents. All points of wear should be cleaned monthly. Wooden and corrosive type metal should be painted annually or more frequently if necessary to avoid deterioration and control splintering. Repair work will be performed by qualified maintenance personnel of Construction and Maintenance Division.

Dirt or debris, which accumulates on the turf as a result of use, should be removed regularly by brush and/or sweeper in order to avoid excessive accumulation. Sunflower seeds, chewing gum, tobacco products or other foreign substances should NOT be used on, or dropped on the grass. If such products get on the grass surface, they should be removed immediately. Fireworks, sparklers and other flammable items can damage the grass. These should not be used or set off on the grass surface.

Spills of foreign substances should be removed as quickly as possible, using a mild household cleaning solution. Use of harsh or damaging cleaning chemicals, solutions, or solvents may limit the liability claim.

Pets are allowed on grass only on Dog Friendly Parks.

Use of approved equipment (other than a broom, plastic rake, leaf blower or water hose) should only be used for maintenance.

2111 Sand and Engineered Wood Fiber (EWF)

Weekly raking and maintenance is to be performed by Park staff to remove glass, leaves, and other debris. Playgrounds are inspected once a year by the Construction and Maintenance. Division staff to determine if sand or EWF replenishment is needed for the safekeeping of constituents using the playgrounds.

2120 Barbecue Grills

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

2130 Electronic Megaphones

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

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

2140 Maintenance Activities Performed by Operation's Staff

2141 Coastal Park and Marina Facilities

PROS Maintenance Technicians under the supervision of Marinas are to perform minor repairs within the Marina Facilities. Repairs are assigned through a work order in EAMS/INFOR Type "Coastal Park and Marina Enterprise". Minor repairs include but are not limited to electrical, plumbing, carpentry, painting, etc. Their role is to handle maintenance items that are smaller in nature and report on any major repair needs for creation of work order to a qualified staff in the Construction and Maintenance Division. The goal is to reduce the number of work order requests to the Construction and Maintenance Division.

2142 Regional, Destination, and Heritage Parks

PROS Facility Maintenance Attendants are under the supervision of their respective Park Manager. Repairs are assigned by the Park Manager through a work order in EAMS/INFOR. Material requests are submitted to the Construction and Maintenance Division through the work order system. Minor repairs include but are not limited to electrical, plumbing, carpentry, painting, etc. For a complete list of activities see Appendix A. Their role is to handle maintenance items that are smaller in nature and report on any major needs for creation of work order to a qualified staff in the Construction and Maintenance Division. The goal is to reduce the number of work order requests to the Construction and Maintenance Division.

2143 General Parks

Park Managers are to perform minor miscellaneous maintenance repairs. See Appendix B for a list of maintenance activities. Tools have been provided to Park Managers. Material requests are submitted to the Construction and Maintenance Division through a work order in EAMS/INFOR. For a complete list of activities see Appendix B. Their role is to handle maintenance items that are smaller in nature and report on any major needs for creation of work order to a qualified staff in the Construction and Maintenance Division. The goal is to reduce the number of work order requests to the Construction and Maintenance Division.

3000 Lawns and Right of Ways

3010 General

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

3020 Mowing

Before mowing, the entire area will be carefully policed to remove rocks, glass, paper, etc., which may damage the mower, create an unsightly condition, or create a possible safety hazard. Mowing of all turf and right-of-ways should be scheduled so that the grass can be maintained at approximately the same heights, insofar as personnel and available equipment will permit. Frequency of mowing will depend upon the rapidity of growth of grass. General guidelines on mowing frequency can be used; however, frequency is best determined by the amount of growth since the last clipping rather than the number of days that have elapsed.

3021- St. Augustine

The following "Rule of Thumb" is a practical guide for mowing frequency: Mow often enough so that not more than 1/3 of the total turf leaf surface is removed at a given mowing. An example may help clarify this guideline. If it is desirable to maintain St. Augustine lawn at a height of 2 inches, it should be mowed at least by the time it reaches a height of 3 inches. Mowing at this time will remove 1 inch of foliage or about 1/3 of the leaf surface. Another way to think of this rule of thumb is to LEAVE TWICE AS MUCH LEAF SURFACE AS YOU REMOVE AT

ANY SINGLE MOWING. Removal of larger amounts of foliage would result in severe damage to the plants and greatly reduce the food-making capability.

3022 - Bermuda

Bermuda grasses will require mowing 3-7 days during the growing season. If a putting green is being maintained, mowing will be necessary every day or every other day. Maintain a height a 3/16 -1/4 inches for a lawn putting green and a maximum height of 1/2-1 inch for a high quality lawn.

3023 - Bahia

Correct mowing; both height and frequency-of cut, are necessary to keep the lawn in an attractive appearance. Bahia grass fertilized once or twice per year should be mowed every 7- 10 days depending upon seed head production. Height of cut should be approximately 3 inches. If the optimum fertilization program is followed it may be necessary to mow Bahia every week at a height of 2 1/2 -3 inches. A sharp, heavy duty rotary mower is necessary to cut Bahia grass. Bahia is so tough that the mower will have to be sharpened frequently, otherwise the cut will be ragged and the lawn will take on a dull, gray color and have a very poor appearance. Grass areas adjacent to roads, walks or other paved areas are to be edged often enough to avoid encroachment by the grass and to provide a neat appearance. All grassed areas within the Park and Recreation Department are to be maintained by employees of roving crews assigned to such facilities.

3030 Spraying

3031- Weed Control

All applications of restricted weed control chemicals will be made by department employees or contractual persons who are certified pesticide operators, under the supervision of a qualified certified landscape supervisor. All weed control operations, and handling and storage of pesticide materials will be handled in accordance with the State of Florida Safe Practice Standards for Pesticide.

3032 Insect and Disease Control

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

3040 Fertilizers

The frequency, type, and amount of fertilizing of all plants and managed turf on property supervised by The Park and Recreation Department, will be generally accomplished in accordance with an established annual fertilizing schedule for each area. A change in color of turf from rich green to a brownish green generally indicates a deficiency in water or plant food. A simple check with an auger will indicate whether the deficiency results from water. A soil test by The Dade County Agriculture Extension Office or an approved vendor can determine specific fertilizer requirements. Commercial fertilizer should be stored in weather-tight, dry buildings. If stored in buildings with concrete floors, lay thing timers with boards before storing the fertilizer. Fertilizer should be purchased in not more than 50 pound water proof bags. Be sure to store fertilizers away from metal products subject to rapid oxidation or corrosion.

3041 Rates and Frequency of Fertilizer Application

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

An almost universal recommendation for turf grass is to apply one pound of actual nitrogen per 1000 square feet of lawn, if the nitrogen is a chemical, water soluble source. If most (greater than 50%) of the nitrogen in the fertilizer is water soluble (organic nitrogen), then the rate may be 2 or more pounds of actual nitrogen per 1,000 square feet. The pounds of actual nitrogen in every fertilizer can be determined by dividing the percent nitrogen listed on the label into 100.

For example, in applying soluble nitrogen from ammonium sulfate, divide by 29% (the N content of ammonium sulfate) into 100 to find out the number of pounds of fertilizer that will supply 1 pound of N.

Since 100 divided by 20 equals 5, apply 5 pound of ammonium sulfate per 1,000 square feet of lawn. If applying nitrogen in a 1-64-8 fertilizer and the nitrogen in the product is all slow release organic nitrogen. One could apply

2 pound of actual 6 (16 is the percent N in the fertilizer). The answer is about 6, so 12 pounds of the 16-4-8 would supply 2 pounds of nitrogen.

3050 Watering

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

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

4000 Trees and Shrubbery

4010 Pruning, Topping, Removal of Nuts and Stumps

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

After pruning or removing diseased plants or trees, disinfect saws and pruning tools with approved disinfectant chemicals before working on other trees or plants. Limbs which obstruct pedestrian, animal or vehicular traffic along established walks, paths trails or roadways must be trimmed to remove obstructions. Likewise, dead or dying trees, limbs or shrubbery should be cut as soon after discovery as can be scheduled.

Palm fronds which have turned brown and coconuts (before they mature) are to be removed from all palms in use areas on a regular schedule. Dead or dying trees or limbs in use areas are to be trimmed or cut to maintain an attractive appearance and to eliminate hazardous conditions. Pruning or topping of trees or shrubbery will be done so that, insofar as can be accomplished, the characteristic shape and appearance of the species will be maintained. Limbs too heavy to hold in place until severed from the tree should first be cut on the underside of the limb approximately one foot away from the tree or limb from which the limb is to be removed. When the saw begins to bind, remove the saw and make a second cut on the top side of the limb one inch further away from the tree than the bottom cut. After the limb has been severed, the stump should be cut off flush with the trunk or limb. Trunks that are extremely heavy or extremely long should be reduced in length before these final cuts are made.

Except when pedestrian or vehicular traffic requires trimming or where there is potential hazard to private property which is likely to result in damage claims against The County, trees on street right of ways which overhang private property will not be trimmed or removed by park employees, unless approval is granted by the district supervisor. Trees in the public right of way cannot be removed without a permit from Dade County D.E.R.M or Public Works unless they are dead or diseased.

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

4020 Poisonous Vines and Plants

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

4030 Spraying

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

Fruit trees require more frequent spraying than ornamental trees to avoid infestations. During the growing season, more attention should be given to inspection of trees, especially fruit trees and shrubs to detect infestations.

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

4040 Fertilizing

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

4050 Watering

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

4060 Removal of Trees

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

4070 Root Pruning

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

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

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

4080 Wrapping of Ball and Transplanting

Trees which are to be transplanted should have the ball wrapped with burlap when the soil around the roots is loose, when the tree is to be kept out of the ground for a period of time, when special care is required for transplanting, or when the new site requires transporting the tree some distance. Large balls should be wrapped with a double thickness before transporting trees. If the tree is to be kept out of the ground for more than two hours, water the burlap with a fine sprinkle and keep it moist until the tree is reset. Avoid exposure of the roots to sunshine for more than a short time. Holes for transplanting trees and shrubbery should be wide enough to permit placing the roots in their natural position and to permit easy compaction of soil around the roots. Holes should be

dug somewhat deeper than is required for setting the tree or shrub. This will permit placing of fertile top soil, mulch, or peat in the bottom and removal of rocks which may obstruct root development. In addition, it permits better compaction of soil around the roots. Most trees should be set at the same depth as they were originally. Backfill the hole around the roots with fertile topsoil. Remove larger rocks from the backfill soil. Compact the soil with water as the hole is being filled. Be sure that no air pockets are left in the fill. Use a three (3) or four (4) foot length of 2 inch pipe on the base and work it in and out under and round the ball. If adequate water is applied, all air pockets will be filled with soil. Use one of the soluble types of fertilizer at the time of planting trees and shrubbery. Apply soluble type fertilizer twice after planting at two week intervals. After the plant has been in the ground for approximately six weeks, commercial fertilizer with an organic base should be used. Three or four 2x4's or 2x6 timbers should be used to brace trees of heights of more than eight feet. These supports should be set at approximately 30 degree angles from the tree and should be left for approximately four months or longer if the tree is large. Braces should be nailed directly into the trunk of the tree. Three or four short lengths of 2x4 should be fastened to the tree with metal bands and the braces should be nailed into the short length of 2x4. Certain species of trees which have grown large should have the top pruned before or shortly after transplanting. Top pruning for transplanting will be done under the supervision of a trained landscape supervisor. Many trees, particularly large mangoes, require special treatment when transplanting. Either the trunk or the entire tree, including foliage, may be sprayed with a special wax to retard evaporation.

4090 Painting of Trunks

THE PAINTING OF TREE TRUNKS IS PROHIBITED.

4100 Attaching Signs / Defacing Trees

Nailing or otherwise attaching signs to trees, shrubs or utility poles on park property is prohibited. The use of climbing spikes on trees, especially coconut trees, is prohibited. Carving or other defacing of trees is prohibited.

5000 Roads, Bridges, Parking Lots and Walks

5010 Roads, Walks, Culverts, Parking Lots

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

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

5020 Signs

There are two general types of signs that are used throughout the Park and Recreation areas. Most signs are manufactured, installed and maintained by the Park and Recreation Department. Other signs, such as standard traffic signs are manufactured and purchased from the approved vendor. It is necessary to edit all wording of sign request in order that the script might fit on the appropriate stock sizes.

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

Any new sign that is to be located in a Park and Recreation area, must be approved by the Assistant Director of Park Stewardship Operations. Submit a work order with full information as to where the sign will be located, its purpose, and suggested text. Large or unique signs, such as Park Entrance signs, should be designed by the Planning and Design Excellence staff by work order request.

Signs that have been approved for installation, and are in place will be maintained by the responsible Park & Recreation area supervisor. This maintenance will include regular inspection and cleaning of the sign face as well

as keeping the sign from being obscured by overhanging branches or obstructions. Sign base must be kept free of weed or high grass.

Painted signs should be refinished before weather penetrates the paint seal. A work order should be submitted to the Construction and Maintenance Division.

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

Traffic signs and other regulatory signs may be obtained through a work order.

6000 Marinas, Navigational Aids

6010 General

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

6020 Launching Ramps

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

6030 Mooring Lines

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

6040 Fishing Racks

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

6050 Bulkheads

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

6060 Abandoned Fuel Cans

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

6070 Piers

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

6080 Signs

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

6090 Bait Tanks

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

6100 Lights and Navigational Aids

Dock masters and watchmen will observe navigation lights, flood lights and night lights daily and report any which do not burn. Replacement of light bulbs will be made by the maintenance repairman.

Repairs will be made by issuance of a work order. If a report is received that channel markers have been damaged, are out of place, or have disappeared, the Park Manager is to be notified. (S) he will investigate the report and take remedial action, and will notify the Coast Guard immediately.

Waste oil disposal drums will be emptied once a month or more often as necessary, disposal shall be in an approved dump, minimizing fire hazard and hazard to vegetation. Waste oil disposal containers will be inspected daily and removed as necessary. Waste oil filters should be disposed of according to D.E.R.M. Marina Facility Best Management Practices.

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

OIL FILTERS: These must be drained before disposal by placing the filter in a funnel over the waste oil collection container so as to allow the excess petroleum product to drain into the container. The drained filters must be stored, whole or crushed, in a D.O.T. approved container and held for pick-up.

A permitted waste oil filter transporter and receipts must be retained for inspection. Gasoline and diesel filters must also be drained (they can be drained into the waste oil container) and can then be disposed of in the same waste filter container. Facilities have the option to crush filter s after draining in order to reduce waste volume, and to dispose of them as solid waste if a profile testing establishes that the residue remaining in the filters is non-hazardous.

7000 Other Maintenance

7010 Hurricane Boxes

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

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

All metal items are to be coated with oil or other rust inhibiting material annually. Only stored rope should be replaced with new material, and the old rope replaced issued to work crews.

7020 Storm Shutters

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

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



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

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

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 ____, 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) ____, or 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. 8(F)(1)
3-7-23

RESOLUTION NO. R-154-23

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GENERAL WARRANTY DEED FROM MC ESTATES MIAMI, LLC CONVEYING TO MIAMI-DADE COUNTY A 1.57 ACRE PARK SITE LOCATED BETWEEN SW 232 STREET AND SW 106 PLACE, UNINCORPORATED MIAMI-DADE COUNTY PURSUANT TO RESOLUTION NO. Z-31-05, IN EXCHANGE FOR PARK IMPACT FEE CREDITS IN ACCORDANCE WITH CHAPTER 33H OF THE COUNTY CODE TO BE APPLIED TO MC ESTATES MIAMI LLC; APPROVING AND AUTHORIZING EXECUTION OF A MAINTENANCE AGREEMENT BETWEEN THE LANDINGS AT MIAMI COMMUNITY DEVELOPMENT DISTRICT AND MIAMI-DADE COUNTY FOR THE AFOREMENTIONED PARCEL; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH THE ACCEPTANCE OF THE PARK SITE, TO RECORD THE GENERAL WARRANTY DEED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, AND TO EXERCISE ALL PROVISIONS CONTAINED IN THE MAINTENANCE AGREEMENT

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

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

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. This Board authorizes the acceptance of a General Warranty Deed from MC Estates Miami, LLC, in substantially the form attached to the County Mayor's Memorandum as "Attachment 1" and made a part hereof, conveying to the County 1.57 acres of land and park improvements located between SW 232 Street and SW 106 Place in unincorporated Miami-Dade County, in exchange for park impact fee credits in accordance with chapter 33H of the Code of Miami-Dade County, Florida.

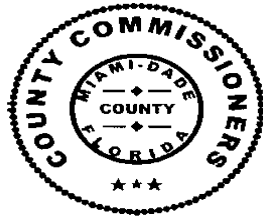
Section 3. This Board approves and further authorizes the County Mayor or County Mayor’s designee to execute the Maintenance Agreement between the Landings at Miami Community Development District and Miami-Dade County, in substantially the form attached to the County Mayor’s Memorandum as “Attachment 2”, for the maintenance of the park and to exercise all provisions contained therein.

Section 4. Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or County Mayor’s designee to record the instruments of conveyance accepted herein in the public records of Miami-Dade County, Florida; and to provide a recorded copy of the instruments to the Clerk of the Board within 30 days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez