

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

Memorandum



Date: (Public Hearing: 2-6-24)
December 12, 2023

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

Agenda Item No. 5(E)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Ordinance No. 24-3

Subject: Ordinance Creating the East Palm Drive Community Development District

Executive Summary

The purpose of this item is to gain authorization from the Board of County Commissioners (Board) to create a Community Development District (CDD) in the City of Homestead (City) in Miami-Dade County (County), Florida. CDDs are a local unit of special-purpose government created according to Chapter 190 of the Florida Statutes.

Recommendation

It is recommended that the Board adopt the attached Ordinance creating the East Palm Drive Community Development District (District) in the City, pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to the acceptance of the Declaration of Restrictive Covenants running with the lands within the jurisdiction of the CDD.

Scope

This District is located within Commission District 9, which is represented by County Commissioner Kionne L. McGhee, and will provide funding for capital improvements, as well as multipurpose maintenance functions, within the CDD.

Fiscal Impact/Funding Source

The creation of the District will have no fiscal impact to the County. CDD funding is derived from assessments levied against the properties within the CDD, which are secured by a lien against the properties and collected directly by the CDD or through the annual Combined Real Property tax bill pursuant to an interlocal agreement with the County.

Social Equity Statement

The proposed Ordinance grants a petition for the creation of the District, pursuant to the procedures and factors set forth in section 190.005, Florida Statutes.

If approved, pursuant to Chapter 190, Florida Statutes, the District will have the power to levy taxes and special assessments and charge, collect, and enforce fees and other user charges affecting property owners within the proposed District, regardless of their demographics. The CDD is a timely, efficient, effective, responsive, and economic way to deliver and finance basic community development services.

Track Record/Monitor

This development has private roads that are to be maintained by a Homeowners' Association (HOA) or the District. A Special Taxing District will be created to maintain the development's infrastructure, such as private roadways, private area storm drainage, and landscaping, should the District be dissolved or fail

to fulfill its maintenance obligations. This Special Taxing District will remain dormant until such time as the County determines to implement the Special Taxing District.

Delegation of Authority

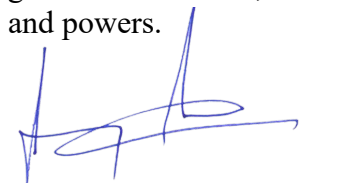
This Ordinance does not delegate any authority to the County Mayor or designee.

Background

Lennar Homes, LLC (“Petitioner”), on behalf of the owners of the East Palm Drive Development, has filed an application to create the District in connection with said development. The East Palm Drive Development is a proposed 325.60-acre residential development lying wholly within the municipal limits of the City of Homestead, in an area bounded by Theoretical SW 152 Avenue (theo. SE 28 Avenue) on the east, SW 352 Street on the south, Theoretical SW 162 Avenue (theo. SE 17 Avenue) on the west, and SW 344 Street (East Palm Drive/SE 24 Street) on the north. The District is designed to provide a financing mechanism for community infrastructure, facilities, and services along with certain ongoing operations and maintenance for the development. The development plan for the lands within the proposed District includes construction of 1287 residential units (387 single-family units, 419 villa units, and 481 townhome units) with associated roadway improvements, stormwater management system, wastewater collection system, and water distribution system, which are estimated to cost approximately \$58.215 million. This development has private roads that are to be maintained by an HOA or the District. A detailed summary of District elements, as well as the cost and anticipated lack of fiscal impacts to government agencies, are presented in the attached application submitted by the Petitioner. In accordance with Chapter 190, Florida Statutes, the Petitioner has paid a filing fee of \$15,000.00 and an additional \$15,000.00 for advertising costs to the County.

A Declaration of Restrictive Covenants has been submitted consistent with the requirements of Resolution R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, which was adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at the time of closing. The Declaration of Restrictive Covenants provides for: (1) notice in the public records of the projected taxes and assessments to be levied by the District; (2) individual prior notice to the initial purchaser of a residential lot or unit within the development; and (3) provisions for remedial options to initial purchasers whose contract for sale did not include timely notice of the existence and extent of CDD liens and special assessments.

This Board is authorized by the Florida Constitution and the County Home Rule Charter to establish governmental units, such as this CDD, within the County and to prescribe such government’s jurisdiction and powers.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

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

DATE: February 6, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(E)

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. 5(E)
2-6-24

ORDINANCE NO. 24-3

ORDINANCE GRANTING PETITION OF LENNAR HOMES, LLC., FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT GENERALLY BOUNDED ON THE NORTH BY SW 344 STREET (EAST PALM DRIVE/SE 24 STREET), ON THE EAST BY THEORETICAL SW 152 AVENUE (THEO. SE 28 AVENUE), ON THE SOUTH BY SW 352 STREET, AND ON THE WEST BY THEORETICAL SW 162 AVENUE (THEO. SE 17 AVENUE); CREATING AND ESTABLISHING EAST PALM DRIVE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; ACCEPTING PROFFERED DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

WHEREAS, the Florida Legislature created and amended chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, section 1.01(A)(21) of the Miami-Dade County Home Rule Charter grants the Board of County Commissioners the authority to exercise all powers and privileges granted to municipalities and counties by the laws of this State; and

WHEREAS, article VIII, section 6(e) of the Florida Constitution provides for exclusive County Charter authority to establish all governmental units within Miami-Dade County and to provide for their government and prescribe their jurisdiction and powers; and

WHEREAS, Lennar Homes, LLC (“Petitioner”), a Florida limited liability company, has petitioned for the establishment of the East Palm Drive Community Development District (“District”); and

WHEREAS, a public hearing has been conducted by the Board of County Commissioners in accordance with the requirements and procedures of section 190.005(2)(b), Florida Statutes, and the applicable requirements and procedures of the Miami-Dade County Home Rule Charter and Code; and

WHEREAS, the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area, thereby providing a solution to the County’s planning, management and financing needs for delivery of capital infrastructure therein without overburdening the County and its taxpayers; and

WHEREAS, the Board of County Commissioners finds that the statements contained in the petition are true and correct; and

WHEREAS, the creation of the District is not inconsistent with any applicable element or portion of the State comprehensive plan or the Miami-Dade County Comprehensive Development Master Plan; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

WHEREAS, the creation of the District is the best alternative available for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the proposed services and facilities to be provided by the District will be compatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, the owner of the properties that are to be developed and served by the community development services and facilities to be provided by the District has submitted an executed Declaration of Restrictive Covenants pledging among other things to provide initial purchasers of individual residential lots or units with notice of liens and assessments applicable to such parcels, with certain remedial rights vesting in the purchasers of such parcels if such notice is not provided in a timely and accurate manner; and

WHEREAS, having made the foregoing findings, after a public hearing, the Board of County Commissioners wishes to exercise the powers bestowed upon it by section 1.01(A)(21) of the Miami-Dade County Home Rule Charter in the manner provided by chapter 190, Florida Statutes; and

WHEREAS, the Board of County Commissioners finds that the District shall have those general and special powers authorized by sections 190.011 and 190.012, Florida Statutes, and set forth herein, and that it is in the public interest of all of the citizens of Miami-Dade County that the District have such powers,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

Section 2. The Petition to establish the District over the real property described in the Petition attached hereto, which was filed by the Petitioner on October 10, 2023, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein as Exhibit A.

Section 3. The external boundaries of the District shall be as depicted in the certified metes and bounds legal description attached hereto and incorporated herein as Exhibit B to the Ordinance. The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated as Exhibit C.

Section 4. The initial members of the Board of Supervisors shall be as follows:

Marc Szasz

Vanessa Perez

Teresa Amaris Baluja

Carmen Beatriz Orozco

Lilibeth Hauck

Section 5. The name of the District shall be the “East Palm Drive Community Development District.”

Section 6. The District is created for the purposes set forth in chapter 190, Florida Statutes, pursuant to the authority granted by section 1.01(A)(21) of the Miami-Dade County Home Rule Charter.

Section 7. Pursuant to section 190.005(2)(d), Florida Statutes, the charter for the East Palm Drive Community Development District shall be sections 190.006 through 190.041, Florida Statutes.

Section 8. The Board of County Commissioners hereby grants to the District all general powers authorized pursuant to section 190.011, Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such general powers.

Section 9. The Board of County Commissioners hereby grants to the District the special powers authorized pursuant to section 190.012(1), Florida Statutes, and sections 190.012(2)(a), (d) and (f) (except for powers regarding waste disposal), Florida Statutes, and section 190.012(3), Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such special powers; provided that the District's exercise of power under section 190.012(1)(b), Florida Statutes, pertaining to water, wastewater and reuse water services shall be pursuant to that Declaration of Restrictive Covenants submitted to the Board of County Commissioners in connection with the Petition.

Section 10. All bonds issued by the District pursuant to the powers granted by this Ordinance shall be validated pursuant to chapter 75, Florida Statutes.

Section 11. No bond, debt or other obligation of the District, nor any default thereon, shall constitute a debt or obligation of Miami-Dade County, except upon the express approval and agreement of the Board of County Commissioners.

Section 12. Notwithstanding any power granted to the District pursuant to this Ordinance, neither the District nor any real or personal property or revenue in the District shall, solely by reason of the District's creation and existence, be exempted from any requirement for the payment of any and all rates, fees, charges, permitting fees, impact fees, connection fees, or similar County rates, fees or charges, special taxing districts special assessments which are required by law, ordinance or County rule or regulation to be imposed within or upon any local government within the County.

Section 13. Notwithstanding any power granted to the District pursuant to this Ordinance, the District may exercise the power of eminent domain outside the District's existing boundaries only with the prior specific and express approval of the Board of County Commissioners.

Section 14. This Board hereby accepts that Declaration of Restrictive Covenants proffered by the owner of the lands within the jurisdiction of the District, in connection with the Petition submitted by the Petitioner and approved herein.

Section 15. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 16. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this Ordinance shall be excluded from the Code of Miami-Dade County.

Section 17. This Ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

February 6, 2024

Approved by County Attorney
as to form and legal sufficiency:

GBK
JRA

Prepared by:

Michael J. Mastrucci
Juliette R. Antoine

"EXHIBIT A to the Ordinance"

PETITION TO CREATE EAST PALM DRIVE
COMMUNITY DEVELOPMENT DISTRICT

Dated: October 10, 2023

Date: October 10, 2023

To: Basia Pruna, Deputy Clerk
Office of the Clerk of the Board
Attn: Shania Momplaisir

From: Liset Romero-Lopez, Chief *LRL*
Special Assessment Districts Division
Parks, Recreation and Open Spaces Department

Subject: East Palm Drive Community Development District
Creation

The attached petition was submitted by Lennar Homes, LLC. and has been finalized, reviewed, and deemed complete by the Miami-Dade County Parks, Recreation and Open Spaces Department pursuant to Chapter 190, Florida Statutes, and Miami-Dade County Policy.

The filing date of record is October 10, 2023.

Attachment

c: Michael Mastrucci
Assistant County Attorney

**PETITION TO ESTABLISH
EAST PALM DRIVE
COMMUNITY DEVELOPMENT DISTRICT**

**PETITION TO ESTABLISH EAST PALM DRIVE
COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Lennar Homes, LLC ("Petitioner"), petitions Miami-Dade County, Florida ("County"), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes and the Miami-Dade Home Rule Charter, to adopt an ordinance to establish a Community Development District (the "District") and to designate the land area for which the District would manage and finance basic services delivery and states as follows:

1. **Petitioner and Authorized Agent:** Petitioner is a Florida limited liability company, which has principal offices at 5505 Blue Lagoon Drive, 5th Floor, Miami, FL 33126. Copies of all correspondence and official notices should also be sent to the authorized agent for Petitioner:

Dennis E. Lyles, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 E. Las Olas Boulevard, Sixth Floor
Fort Lauderdale, Florida 33301
Phone: 954-764-7150 / Fax: 954-764-7279
Email: dlyles@bclmr.com

2. **District Location and Description:** The land area to be included in the District comprises approximately 325.60+/- gross acres. A map showing the location of the land area to be included in the District is attached hereto as **Exhibit 1**. All of the land within the proposed District is located in the City of Homestead, Miami-Dade County, Florida. A metes and bounds legal description of the external boundaries of the District is attached hereto as **Exhibit 2**.

3. **District Impact:** All property within the boundaries of the District will be part of the District. The impact of creating the District on the parcels adjacent to the District should be positive, in that the facilities provided by the District and maintenance of same should result in an aesthetically pleasing surrounding area with beneficial infrastructure while not detrimentally

affecting anyone outside the District. In addition, any potential establishment costs to Miami-Dade County, the establishing entity, will be nominal.

4. **Property Owners Consent:** Attached hereto as **Composite Exhibit 3** is documentation constituting written consent to the establishment of the District by the owners of the real property to be included in and serviced by the District.

5. **Initial Governing Board:** The five (5) persons designated to serve as the initial members of the board of supervisors of the District, who shall serve in that office until replaced by elected members, as provided in Section 190.006, Florida Statutes, are named in **Exhibit 4** attached hereto.

6. **District Name:** The proposed name of the District is East Palm Drive Community Development District.

7. **Water and Sewer Lines:** The major trunk water mains, sewer interceptors and outfalls currently in existence to serve the District are identified on **Exhibit 5** attached hereto.

8. **Timetables and Construction Costs:** The proposed timetables and related estimates of cost to construct the District services and facilities, based upon available data, are attached hereto as **Exhibits 6** and **7**, respectively.

Petitioner intends that the District will finance (i) roadway improvements, (ii) stormwater management system, (iii) water distribution system, and (iv) wastewater collection system. The stormwater management system will be owned and maintained by the District. The roadways will be owned and maintained by the District or City of Homestead. The water distribution and the wastewater collection systems will be owned and maintained by City of Homestead or Miami-Dade County.

9. **Future Land Use:** The future general distribution, location and extent of the public and private land uses proposed within the District are shown on **Exhibit 8**. The proposed land

uses are consistent with the state comprehensive plan and Miami-Dade County Comprehensive Plan.

10. **Statement of Estimated Regulatory Costs:** The statement of estimated regulatory costs of the granting of this petition ("Petition") and the establishment of the District pursuant thereto is attached hereto as **Exhibit 9**.

11. **Rights to be Granted the District:** Petitioner hereby requests that the District be granted the right to exercise all powers provided for in Sections 190.012(1) and (2)(a) and (d), Florida Statutes.

12. **Declaration of Restrictive Covenants:** Attached hereto as **Exhibit 10** is a copy of Declaration of Restrictive Covenants applicable to the subject property, which has been executed by the Landowners.

13. **City of Homestead:** Attached hereto as Exhibit 11 is a copy of the Resolution of the City Council of the City of Homestead supporting the establishment of the District.

14. **Disclosure Requirements:** Petitioner undertakes on behalf of the District that Petitioner and the District will provide full disclosure of information relating to the public financing and maintenance of improvements to real property to be undertaken by the District as required by Section 190.009, Florida Statutes, as amended and as required as a condition of the creation of the District by the Board of County Commissioners of Miami-Dade County.

15. **Responsibility for Landscape Maintenance in the Public-Rights-of-Way:** The maintenance of improved swales and medians in the public rights-of-way excluding swale maintenance by owners of property as defined by Chapter 19 of the Code of Miami-Dade County shall be provided by District, including but not limited to, irrigation, landscape lighting, payment of related utility bills, turf, trees, shrubs and any other landscaping improvements provided or caused by this development, covenants associated with landscaping permitting in the public rights-of-way notwithstanding. In the event the District is dissolved or becomes defunct and fails to

provide maintenance services within the public rights-of-way as specified herein, the required dormant multipurpose maintenance special taxing district shall be activated to provide any such maintenance services.

16. **Reasons for the Establishment of the District:** The property within the District is amenable to operating as an independent special district for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are consistent with applicable elements or portions of the effective Miami-Dade County Comprehensive Master Plan.

b. The area of land within the District is part of a unified plan of development. The land encompassing the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

c. The community development services of the District will be compatible with the capacity and use of the existing local and regional community development services and facilities.

d. The District will be the best alternative available for delivering community development services to the area to be served because the District provides a governmental entity for delivering those services and facilities in a manner that does not financially impact persons residing outside of the District.

WHEREFORE, Petitioner respectfully requests Miami-Dade County to:

A. Schedule a public hearing to consider this Petition pursuant to the uniform procedures set forth in Sections 190.005(2)(b) and (1)(d), Florida Statutes.

B. Grant the Petition and adopt an ordinance to establish the District and designate the land area to be serviced by the District, pursuant to Section 190.005(2), Florida Statutes.

Respectfully submitted this 6th day of December, 2021.

Lennar Homes, LLC, a Florida limited liability company

By: _____
Name: Greg McPherson
Title: Vice President

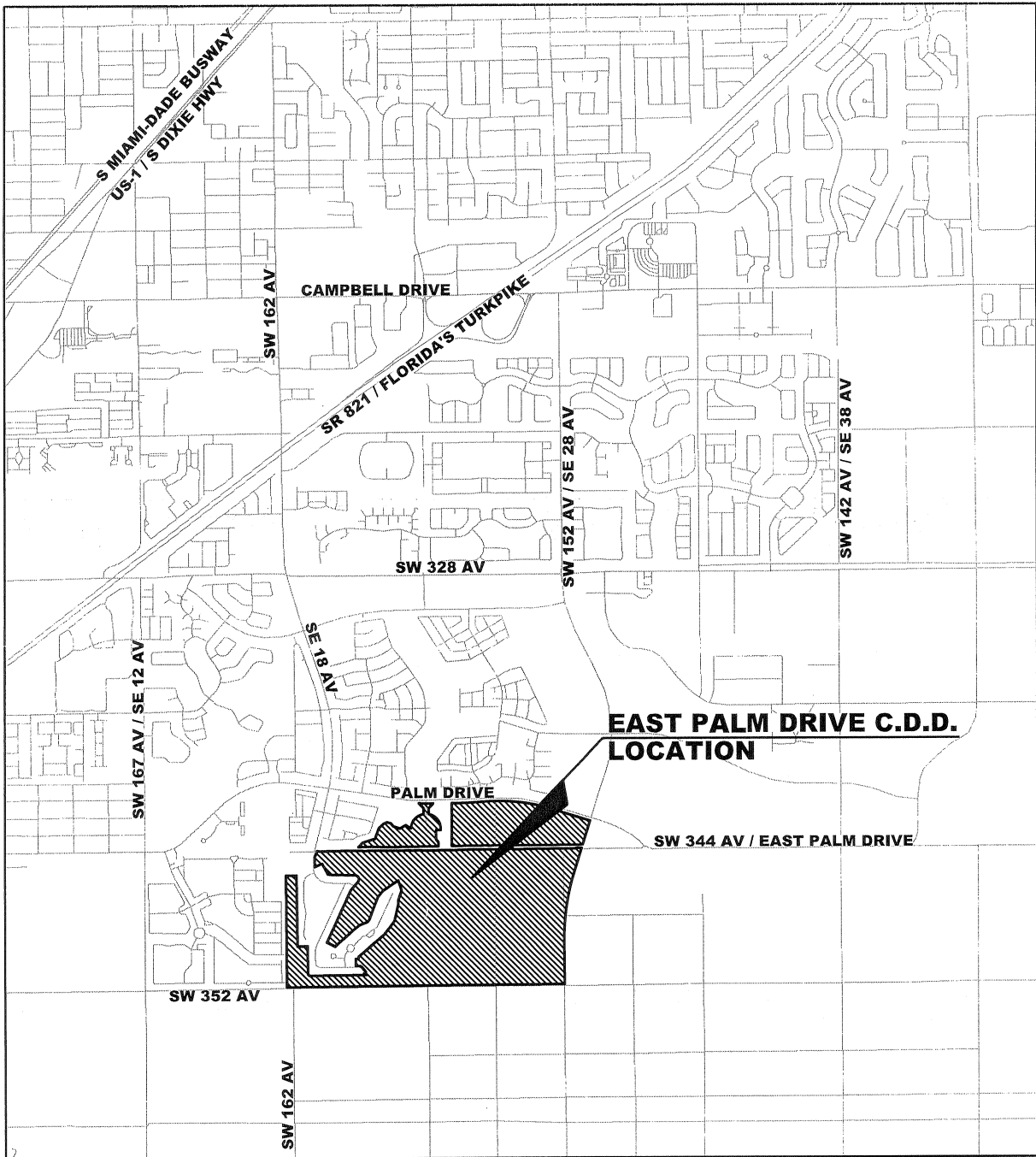
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of December, 2021, by Greg McPherson, the Vice President, of Lennar Homes, LLC, a Florida limited liability company, who is personally known to me ☒ or produced _____ as identification.



Notary Public
Alana Fernandez
Typed, printed or stamped name of Notary Public

EXHIBIT 1
LOCATION



ALVAREZ ENGINEERS, INC.

**EAST PALM DRIVE C.D.D.
LOCATION MAP**

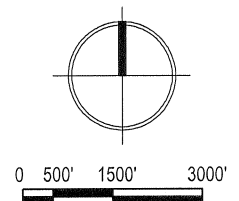


EXHIBIT 1

EXHIBIT 2
METES AND BOUNDS DESCRIPTION



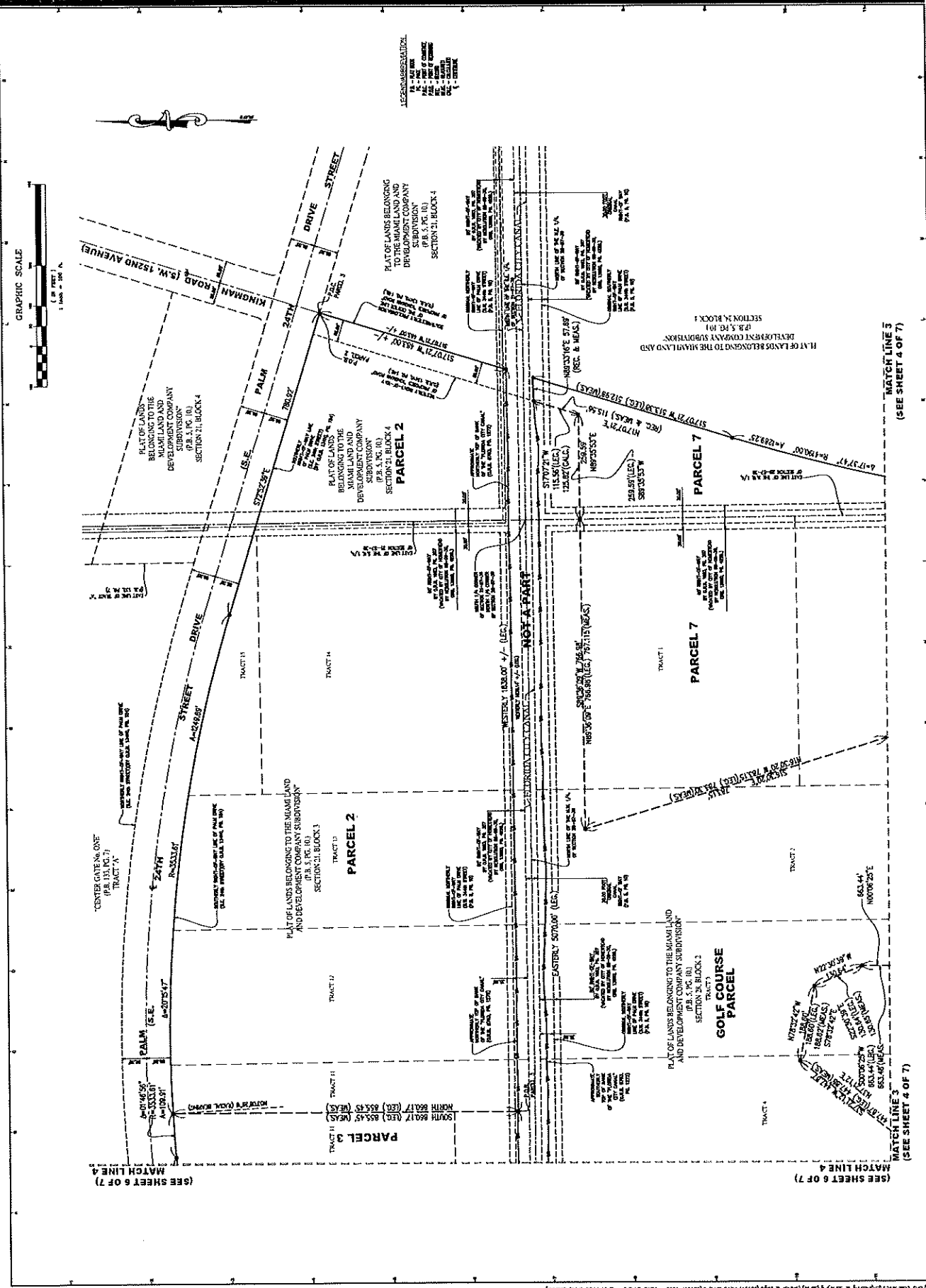
FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
TALLAHASSEE, FLORIDA 32304-3000
FID-202-200000
8-1-00

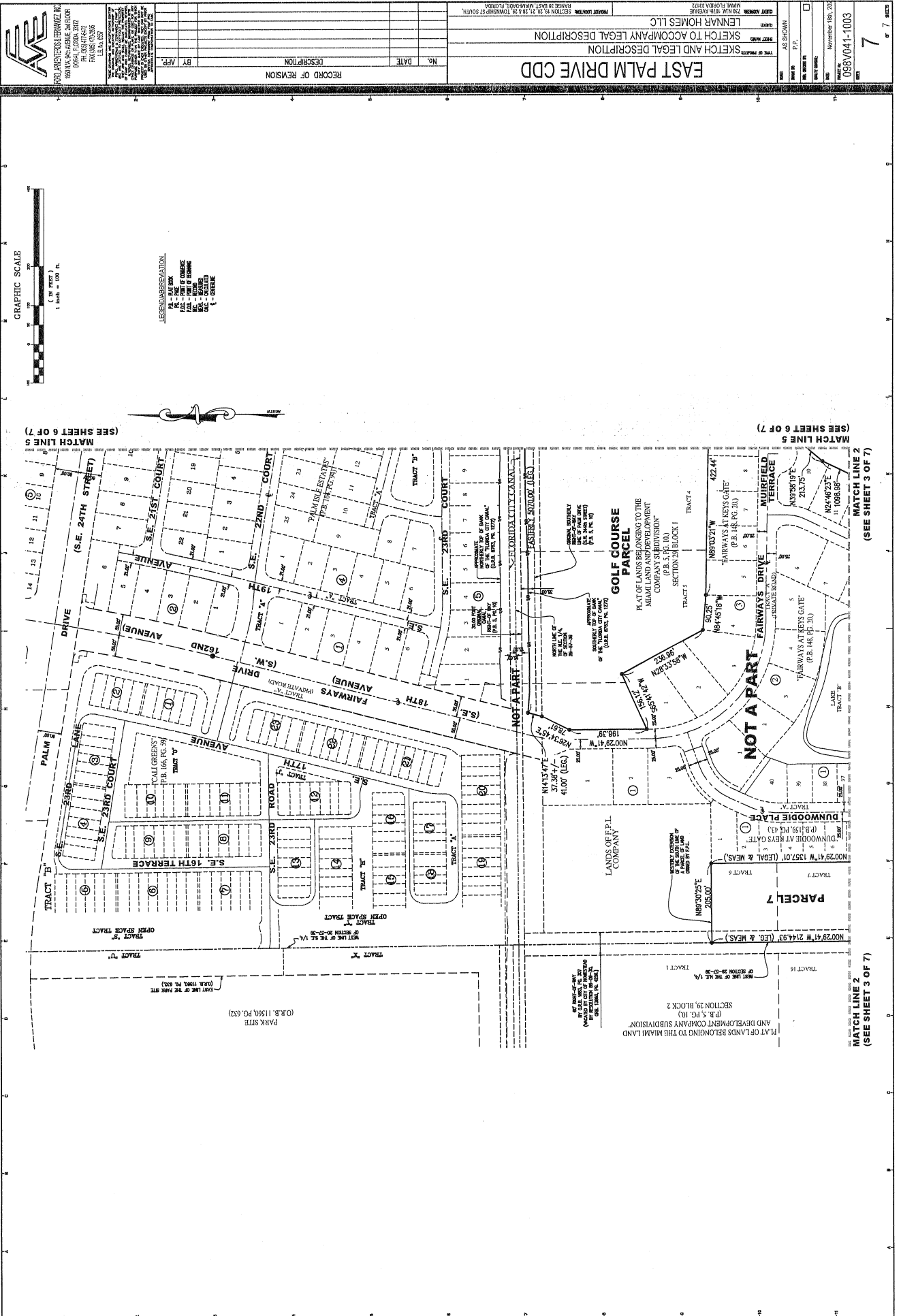
RECORD OF REVISION
NO. DATE
BY APP

RECORD OF REVISION
NO. DATE
BY APP

SKETCH AND LEGAL DESCRIPTION
EAST PALM DRIVE CDD
LENMAR HOMES LLC
PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY SUBDIVISION
SECTION 21, BLOCK 4

DATE OF PLAT: 08/04/1-0003
PLAT NO.: 088/04-1-0003
DATE OF PLAT: 08/04/1-0003
PLAT NO.: 088/04-1-0003





COMPOSITE EXHIBIT 3

**AFFIDAVIT OF OWNERSHIP AND CONSENT OF
EAST PALM DRIVE COMMUNITY DEVELOPMENT DISTRICT**

On this 15th day of December, 2021, personally appeared before me, Clifford Lincoln, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Successor Trustee of Keys Gate III Trust, u/i/d June 30, 1998 (the "Trust").
2. The Trust is the owner of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property")
3. Affiant hereby represents that Affiant has full authority to execute all documents and instruments on behalf of the Trust, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the East Palm Drive Community Development District (the "Proposed CDD").
4. The Property constitutes all of the real property to be included in the Proposed CDD.
5. Affiant, on behalf of the Trust, hereby consents to the establishment of the Proposed CDD.

By: Clifford Lincoln
Name: Clifford Lincoln
Title: Successor Trustee of the Keys Gate III Trust,
u/i/d June 30, 1998

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 15th day of December, 2021, by Clifford Lincoln, Successor Trustee of the Keys Gate III Trust, u/i/d June 30, 1998. He is personally known to me ☒ or produced _____ as identification.



Christina Vargas
Notary Public
Christina Vargas
Typed, printed or stamped name of Notary Public

Exhibit "A" to Affidavit

Legal description of Property

PARCEL 2:

A PARCEL OF LAND BEING A PORTION OF SECTION 21, TOWNSHIP 57 SOUTH, RANGE 39 EAST, CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA, BEING PORTIONS OF TRACTS 11 THROUGH 15, INCLUSIVE, BLOCK 3, TOGETHER WITH PORTIONS OF TRACTS 15, 16, AND 17, OF BLOCK 4, OF PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF KINGMAN ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410, PAGE 149, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410, PAGE 154, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE CONTINUE S17°07'21"W ALONG THE SOUTHWESTERLY PROLONGATION OF SAID CENTERLINE OF KINGMAN ROAD FOR 483 FEET, MORE OR LESS, TO THE NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL, AS LOCATED BY POST, BUCKLEY, SCHUH & JERNIGAN, INC., ON APRIL 23, 1993; THENCE WESTERLY MEANDERING THE NORTHERLY TOP OF BANK FOR 1838 FEET, MORE OR LESS; THENCE NORTH 860.17 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PALM DRIVE, THE SAME ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N03°08'26"W FROM THE CENTER OF SAID CURVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 3533.61 FEET AND A CENTRAL ANGLE OF 20°15'47" FOR 1249.69 FEET TO THE POINT OF TANGENCY; THENCE S72°52'39"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE FOR 780.92 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NUMBERS: 10-7921-001-0181 AND FOLIO NO.10-7921-001-0231)

PARCEL 3:

A PARCEL OF LAND BEING PORTIONS OF TRACT 8, 9, 10 AND 11 OF BLOCK 3 IN SECTION 21, TOWNSHIP 57 SOUTH, RANGE 39 EAST OF "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF KINGMAN ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOKS 13410 AT PAGE 149 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WITH THE SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410 AT PAGE 154 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S17°07'21"W ALONG SAID SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF KINGMAN ROAD FOR 483.00 FEET, MORE OR LESS, TO THE NORTHERLY TOP OF SLOPE OF THE FLORIDA CITY CANAL AS FIELD LOCATED BY POST, BUCKLEY, SCHUH & JERNIGAN, INC. ON APRIL 23, 1993; THENCE WESTERLY MEANDERING SAID NORTHERLY TOP OF SLOPE FOR 1838.14 FEET, TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE WEST, ALONG SAID NORTHERLY TOP OF SLOPE, FOR 709.95 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITS OF THE KEYS GATE GOLF COURSE; THENCE NORTH FOR 831.00 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF

PALM DRIVE FOR THE FOLLOWING FOUR (4) COURSES; (1) N89°34'39"E FOR 121.70 FEET TO A POINT OF CURVATURE OF CIRCULAR CURVE CONCAVE TO THE NORTHWEST; (2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4513.79 FEET AND A CENTRAL ANGLE OF 04°30'01" FOR 354.50 FEET TO THE POINT OF TANGENCY; (3) N85°04'38"E FOR 125.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH; (4) NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 3533.61 FEET AND A CENTRAL ANGLE OF 01°46'56" FOR 109.92 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING SOUTH, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N03°08'26"W FROM THE CENTER OF SAID CURVE; THENCE SOUTH ALONG SAID LINE FOR 860.17 FEET; TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NUMBERS: 10-7921-001-0180 AND 10-7921-001-0185)

PARCEL 7:

A PARCEL OF LAND BEING A PORTION OF TRACT 1 AND PORTIONS OF TRACTS 6 THROUGH 16 INCLUSIVE, IN BLOCK 1, SECTION 29, PORTIONS OF TRACTS 6, 7 AND 8 IN BLOCK 1 AND PORTIONS OF TRACTS 1 THROUGH 16 INCLUSIVE, IN BLOCK 2 SECTION 28, TOWNSHIP 57 SOUTH, RANGE 39 EAST, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 29; THENCE N00°29'41"W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29 FOR 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW 352ND STREET AS RECORDED IN DEED BOOK 1683 AT PAGE 307 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SAID WEST LINE OF NORTHEAST 1/4 FOR A DISTANCE OF 2144.93 FEET TO ITS INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND OWNED BY FLORIDA POWER AND LIGHT COMPANY; THENCE N89°30'25"E FOR 205.00 FEET; THENCE S00°29'41"E FOR 1357.01 FEET; THENCE N89°30'19"E FOR A DISTANCE OF 200.00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF "FAIRWAYS AT KEYSGATE", ACCORDING TO PLAT BOOK 148 AT PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE SOUTHERLY, EASTERLY, AND NORTHERLY ALONG THE BOUNDARIES OF SAID PLAT OF "FAIRWAYS AT KEYSGATE" FOR THE FOLLOWING NINE (9) COURSES; THENCE (1) S00°29'41"E FOR A DISTANCE OF 542.47 FEET TO POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST; THENCE (2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90°03'36" FOR A DISTANCE OF 39.30 FEET TO A POINT OF TANGENCY; THENCE (3) N89°26'43"E FOR A DISTANCE OF 1102.79 FEET TO A POINT OF CUSP OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, A RADIAL LINE FROM SAID POINT BEARS N00°33'17"E; THENCE (4) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°12'39" FOR AN ARC DISTANCE OF 65.73 FEET; THENCE (5) N49°39'22"E FOR A DISTANCE OF 50.00 FEET; THENCE (6) N40°20'38"W FOR A DISTANCE OF 122.33 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST; THENCE (7) NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°12'39" FOR AN ARC DISTANCE OF 65.73 FEET TO A POINT OF TANGENCY; THENCE (8) S89°26'43"W FOR A DISTANCE OF 52.51 FEET; THENCE (9) N00°29'41"W FOR A DISTANCE OF 130.00 FEET TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY LINE OF "AUGUSTA GREENS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150 AT PAGE 77 OF THE PUBLIC RECORDS

OF MIAMI-DADE COUNTY, FLORIDA; THENCE N89°26'43"E ALONG SAID SOUTHERLY LINE OF "AUGUSTA GREENS" FOR A DISTANCE OF 52.37 FEET; THENCE; S00°33'16"E FOR A DISTANCE OF 93.72 FEET; THENCE N89°28'16"E FOR A DISTANCE OF 720.84 FEET TO A POINT OF CURVATURE CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 998.16 FEET, THROUGH A CENTRAL ANGLE OF 09°23'59" FOR AN ARC DISTANCE OF 163.75 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N21°59'05"E FOR A DISTANCE OF 813.64 FEET; THENCE N12°47'37"E FOR A DISTANCE OF 516.84 FEET; THENCE N01°40'18"W FOR A DISTANCE OF 455.51 FEET; THENCE N46°31'37"E FOR A DISTANCE OF 128.05 FEET; THENCE S83°05'26"E FOR A DISTANCE OF 343.44 FEET; THENCE S67°37'42"E FOR A DISTANCE OF 276.68 FEET; THENCE S07°15'12"E FOR A DISTANCE OF 163.55 FEET; THENCE S31°53'40"W FOR A DISTANCE OF 286.66 FEET; THENCE S10°34'36"W FOR A DISTANCE OF 766.08 FEET; THENCE S67°22'19"E FOR A DISTANCE OF 241.88 FEET; THENCE N66°25'05"E FOR A DISTANCE OF 179.12 FEET; THENCE N20°49'25"E FOR A DISTANCE OF 762.30 FEET; THENCE N37°21'12"E FOR A DISTANCE OF 447.87 FEET; THENCE S78°32'42"E FOR A DISTANCE OF 188.60 FEET; THENCE S22°30'39"E FOR A DISTANCE OF 130.64 FEET; THENCE S00°06'25"W FOR A DISTANCE OF 663.44 FEET; THENCE S44°34'44"W FOR A DISTANCE OF 844.32 FEET; THENCE S15°21'01"E FOR A DISTANCE OF 115.10 FEET TO A POINT ON A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, A RADIAL LINE FROM SAID POINT BEARS N08°22'57"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1475.00 FEET, THROUGH A CENTRAL ANGLE OF 08°48'16" FOR AN ARC DISTANCE OF 226.66 FEET TO A POINT OF TANGENCY; THENCE N89°34'41"E FOR A DISTANCE OF 367.39 FEET; THENCE N04°13'21"E FOR A DISTANCE OF 104.22 FEET; THENCE N43°17'43"E FOR A DISTANCE OF 404.82 FEET; THENCE N19°36'21"E FOR A DISTANCE OF 747.96 FEET; THENCE N00°23'53"W FOR A DISTANCE OF 219.42 FEET; THENCE N16°30'20"W FOR A DISTANCE OF 783.15 FEET; THENCE N89°36'09"E FOR A DISTANCE OF 766.98 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE N89°35'53"E FOR A DISTANCE OF 259.59 FEET; THENCE N17°07'21"E FOR A DISTANCE OF 115.56 FEET; THENCE N89°33'16"E FOR A DISTANCE OF 57.69 FEET; THENCE S17°07'21"W FOR A DISTANCE OF 513.38 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF A SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 4190.00 FEET, THROUGH A CENTRAL ANGLE OF 17°37'47" FOR AN ARC DISTANCE OF 1289.26 FEET TO A POINT OF TANGENCY, THE SAME BEING A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 28; THENCE S00°30'26"E ALONG SAID EAST LINE FOR A DISTANCE OF 852.20 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF SW 352ND STREET; THENCE S89°34'41"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2668.61 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 28; THENCE S89°26'43"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 2709.20 FEET TO THE POINT OF BEGINNING.

LESS:

A PARCEL OF LAND BEING A PORTION OF TRACTS 10 THROUGH 14, INCLUSIVE, IN BLOCK 2, SECTION 28 TOWNSHIP 57 SOUTH, RANGE 39 EAST, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 28; THENCE S89°34'41"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 153.06 FEET; THENCE N00°25'09"W FOR A DISTANCE OF 114.21 TO THE POINT OF BEGINNING; THENCE S89°50'38"W

FOR A DISTANCE OF 411.10 FEET; THENCE S89°36'01"W FOR A DISTANCE OF 987.35 FEET; THENCE N89°29'50"W FOR A DISTANCE OF 224.03 FEET; THENCE N66°37'14"W FOR A DISTANCE OF 91.28 FEET; THENCE N48°43'52"E FOR A DISTANCE OF 58.88 FEET; THENCE N77°51'09"E FOR A DISTANCE OF 85.03 FEET; THENCE N87°49'30"E FOR A DISTANCE OF 201.50 FEET; THENCE S88°57'00"E FOR A DISTANCE OF 518.19 FEET; THENCE N89°01'40"E FOR A DISTANCE OF 416.74 FEET; THENCE N88°57'56"E FOR A DISTANCE OF 372.50 FEET; THENCE N00°52'15"W FOR A DISTANCE OF 229.14 FEET; THENCE N00°16'34"E FOR A DISTANCE OF 185.45 FEET; THENCE S89°59'30"E FOR A DISTANCE OF 80.04 FEET; THENCE S00°52'44"W FOR A DISTANCE OF 513.46 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7928-001-0060)

**AFFIDAVIT OF OWNERSHIP AND CONSENT OF
EAST PALM DRIVE COMMUNITY DEVELOPMENT DISTRICT**

On this 16 day of June, 2023, personally appeared before me, Wayne Rosen, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

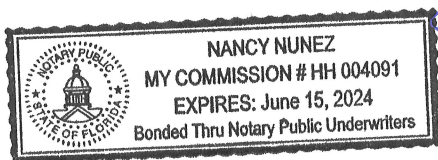
1. Affiant is the Manager of Land Baron Clubhouse, LLC, a Florida limited liability company and President of Shores Development, Inc., a Florida corporation (collectively "Owner").
2. The Owner is the owner of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property")
3. Affiant hereby represents that Affiant has full authority to execute all documents and instruments on behalf of the Owner, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the East Palm Drive Community Development District (the "Proposed CDD").
4. The Property constitutes all of the real property to be included in the Proposed CDD.
5. Affiant, on behalf of the Owner, hereby consents to the establishment of the Proposed CDD.

Land Baron Clubhouse, LLC, a Florida limited liability company
Shores Development, Inc. a Florida corporation

By: Wayne Rosen
Name: Wayne Rosen
Title: Manager/President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of June, 2023, by Wayne Rosen, as Manager of Land Baron Clubhouse, LLC, a Florida limited liability company and as President of Shores Development, Inc., a Florida corporation. He is personally known to me ☒ or produced _____ as identification.



Notary Public

Nancy Nunez
Typed, printed or stamped name of Notary Public

Exhibit "A" to Affidavit

Legal description of Property

GOLF COURSE PARCEL:

A PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT 6 IN BLOCK 1, TRACTS 1 THROUGH 8, INCLUSIVE AND TRACTS 10 THROUGH 13, INCLUSIVE, AND TRACTS 15 AND 16 IN BLOCK 2 OF SECTION 28, TRACTS 1 THROUGH 6, INCLUSIVE, TRACTS 10 THROUGH 16, INCLUSIVE, IN BLOCK 1 OF SECTION 29 IN TOWNSHIP 57 SOUTH, RANGE 39 EAST, OF THE "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF PALM DRIVE (S.W. 344TH STREET PER MIAMI-DADE COUNTY), THE SAME AS BEING MORE PARTICULARLY DESCRIBED BY "METES AND BOUNDS" AS FOLLOWS, VIZ:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE S00°34'23"E ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 29 FOR 455.26 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE S46°31'37"W FOR 33.32 FEET; THENCE S01°40'18"E FOR 455.51 FEET; THENCE S12°47'37"W FOR 516.84 FEET; THENCE S21°59'05"W FOR 813.64 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S09°55'43"E FROM THE CENTER OF SAID CURVE; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 998.16 FEET AND A CENTRAL ANGLE OF 09°23'59" FOR 163.75 FEET TO THE POINT OF TANGENCY; THENCE S89°28'16"W FOR 720.84 FEET; THENCE N00°33'16"W FOR 137.55 FEET TO A POINT OF INTERSECTION WITH A SOUTHERLY LINE OF "AUGUSTA GREENS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150, AT PAGE 77, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTHEASTERLY, NORTHERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHWESTERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF SAID PLAT OF "AUGUSTA GREENS" FOR THE FOLLOWING COURSES, TO-WIT; THENCE N49°31'03"E FOR 654.01 FEET; THENCE N36°57'07"E FOR 314.57 FEET; THENCE N19°40'01"E FOR 76.98 FEET; THENCE N12°57'41"E FOR 260.06 FEET; THENCE N02°03'49"W FOR 76.60 FEET; THENCE N19°35'44"E FOR 198.13 FEET; THENCE N18°29'18"W FOR 205.20 FEET; THENCE S56°22'02"W FOR 359.00 FEET; THENCE S39°59'19"W FOR 148.99 FEET; THENCE S22°51'05"W FOR 148.99 FEET; THENCE S19°41'30"W FOR 323.36 FEET; THENCE S39°51'53"W FOR 57.25 FEET; THENCE S70°57'59"W FOR 165.23 FEET; THENCE S50°45'17"W FOR 102.94 FEET; THENCE S47°42'20"W FOR 512.94 FEET; THENCE N65°13'37"W FOR 179.32 FEET TO A POINT OF TERMINATION OF THE BOUNDARY OF SAID PLAT OF "AUGUSTA GREENS", THE SAME BEING A POINT OF INTERSECTION WITH THE EASTERLY LINE OF "FAIRWAYS AT KEYS GATE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 148, AT PAGE 20, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTHEASTERLY, NORTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF SAID PLAT OF "FAIRWAYS AT KEYS GATE" FOR THE FOLLOWING COURSES, TO-WIT; THENCE N24°46'23"E FOR 1098.98 FEET; THENCE N39°58'19"E FOR 213.75 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 129°01'40" FOR 180.16 FEET TO THE POINT OF TANGENCY; THENCE N89°03'21"W FOR 422.44 FEET; THENCE N84°45'18"W FOR 90.25 FEET; THENCE N28°33'58"W FOR 236.96 FEET; THENCE S65°41'42"W FOR 156.12 FEET; THENCE N00°29'41"W FOR 198.39 FEET; THENCE N26°34'45"E FOR 78.61 FEET; THENCE N14°13'47"E FOR 41 FEET, MORE OR LESS, TO A POINT OF TERMINATION ALONG SAID BOUNDARY OF "FAIRWAYS AT KEYS GATE", WITH THE SAME POINT OF TERMINATION ALSO BEING A POINT OF INTERSECTION WITH THE SOUTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL AS CONSTRUCTED AND INTERPRETED, WITH THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 8763, AT PAGE 1275, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE IN AN EASTERLY DIRECTION, MEANDERING SAID

SOUTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL FOR 5070 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF KINGMAN ROAD, THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 13410, AT PAGE 149, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S17°07'21"W ALONG SAID SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF KINGMAN ROAD FOR 115.56 FEET; THENCE S89°35'53"W FOR 259.59 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE S89°36'09"W FOR 766.98 FEET; THENCE S16°30'20"E FOR 783.15 FEET; THENCE S00°23'53"E FOR 219.42 FEET; THENCE S19°36'21"W FOR 747.96 FEET; THENCE S43°17'43"W FOR 404.82 FEET; THENCE S04°13'21"W FOR 104.22 FEET; THENCE S89°34'41"W FOR 367.39 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1475.00 FEET AND A CENTRAL ANGLE OF 08°48'16" FOR 226.66 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING N15°21'01"W AND WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S08°22'57"W FROM THE CENTER OF SAID CURVE; THENCE N15°21'01"W ALONG SAID LINE FOR 115.10 FEET; THENCE N44°34'44"E FOR 844.32 FEET; THENCE N00°06'25"E FOR 663.44 FEET; THENCE N22°30'39"W FOR 130.64 FEET; THENCE N78°32'42"W FOR 188.60 FEET; THENCE S37°21'12"W FOR 447.87 FEET; THENCE S20°49'25"W FOR 762.30 FEET; THENCE S66°25'05"W FOR 179.12 FEET; THENCE N67°22'19"W FOR 241.88 FEET; THENCE N10°34'36"E FOR 766.08 FEET; THENCE N31°53'40"E FOR 286.66 FEET; THENCE N07°15'12"W FOR 163.55 FEET; THENCE N67°37'42"W FOR 276.68 FEET; THENCE N83°05'26"W FOR 343.44 FEET; THENCE S46°31'37"W FOR 94.73 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7929-001-0010)

CLUBHOUSE PARCEL:

A PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA, BEING PORTIONS OF TRACTS 12 THROUGH 15, INCLUSIVE, IN BLOCK 4 OF SECTION 20 AND TRACTS 8 AND 9 IN BLOCK 3 OF SECTION 21 IN TOWNSHIP 57 SOUTH, RANGE 39 EAST OF THE "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF PALM DRIVE (S.W. 344TH STREET PER MIAMI-DADE COUNTY), THE SAME AS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS. VIZ:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N00°25'21"W ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 20 FOR 867.06 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET PER CITY OF HOMESTEAD), THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 13410, AT PAGE 154, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WITH SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE N89°34'40"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET) FOR 138.51 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET), S45°00'00"W FOR 123.55 FEET; THENCE S00°25'21"E FOR 117.70 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N10°58'30"E FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 286.65 FEET AND A CENTRAL ANGLE OF 76°31'54" FOR 382.89 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING S02°29'26"E, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N87°30'24"E FROM THE CENTER OF SAID CURVE; THENCE S02°29'26"E FOR 35.04 FEET; THENCE

WEST FOR 88.20 FEET; THENCE SOUTH FOR 190.94 FEET; THENCE S54°03'06"E FOR 18.79 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.00 FEET AND A CENTRAL ANGLE OF 54°15'21" FOR 63.45 FEET TO THE POINT OF TANGENCY; THENCE S00°12'15"W FOR 68 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL AS CONSTRUCTED AND INTERPRETED, WITH THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 8763, AT PAGE 1275, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE IN A WESTERLY DIRECTION, MEANDERING SAID NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL FOR 1556 FEET, MORE OR LESS; THENCE DEPARTING SAID NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL, N43°31'43"E FOR 136 FEET, MORE OR LESS; THENCE N74°00'09"E FOR 249.50 FEET; THENCE N18°03'12"E FOR 219.20 FEET; THENCE N47°39'49"E FOR 136.46 FEET; THENCE N70°33'50"E FOR 73.21 FEET; THENCE S71°21'38"E FOR 66.65 FEET; THENCE S40°09'18"E FOR 73.65 FEET; THENCE S72°07'41"E FOR 134.49 FEET; THENCE N63°12'00"E FOR 133.45 FEET; THENCE S56°45'32"E FOR 70.12 FEET; THENCE S63°25'39"E FOR 43.90 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N87°22'25"W FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 286.81 FEET AND A CENTRAL ANGLE OF 78°03'17" FOR 390.72 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING N00°25'21"W AND WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N09°19'08"W FROM THE CENTER OF SAID CURVE; THENCE N00°25'21"W ALONG SAID LINE FOR 115.30 FEET; THENCE N45°00'00"W FOR 125.25 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S01°37'16"W FROM THE CENTER OF SAID CURVE AND SAID POINT OF NON-TANGENT INTERSECTION ALSO BEING A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET) AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 13410, AT PAGE 154, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET) AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3881.88 FEET AND A CENTRAL ANGLE OF 02°02'36" FOR 138.44 FEET TO THE POINT OF TANGENCY, THE SAME ALSO BEING THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7920-001-0300)

LAKE PARCEL:

A PARCEL OF LAND BEING A PORTION OF TRACTS 10 THROUGH 14, INCLUSIVE, IN BLOCK 2, SECTION 28 TOWNSHIP 57 SOUTH, RANGE 39 EAST, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 28; THENCE S89°34'41"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 153.06 FEET; THENCE N00°25'09"W FOR A DISTANCE OF 114.21 TO THE POINT OF BEGINNING; THENCE S89°50'38"W FOR A DISTANCE OF 411.10 FEET; THENCE S89°36'01"W FOR A DISTANCE OF 987.35 FEET; THENCE N89°29'50"W FOR A DISTANCE OF 224.03 FEET; THENCE N66°37'14"W FOR A DISTANCE OF 91.28 FEET; THENCE N48°43'52"E FOR A DISTANCE OF 58.88 FEET; THENCE N77°51'09"E FOR A DISTANCE OF 85.03 FEET; THENCE N87°49'30"E FOR A DISTANCE OF 201.50 FEET; THENCE S88°57'00"E FOR A DISTANCE OF 518.19 FEET; THENCE N89°01'40"E FOR A DISTANCE OF 416.74

FEET; THENCE N88°57'56"E FOR A DISTANCE OF 372.50 FEET; THENCE N00°52'15"W FOR A DISTANCE OF 229.14 FEET; THENCE N00°16'34"E FOR A DISTANCE OF 185.45 FEET; THENCE S89°59'30"E FOR A DISTANCE OF 80.04 FEET; THENCE S00°52'44"W FOR A DISTANCE OF 513.46 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7928-001-0062)

ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF THE MISSOURI DEPARTMENT OF REVENUE. IT IS TO BE USED FOR THE PURPOSES FOR WHICH IT WAS ISSUED AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE MISSOURI DEPARTMENT OF REVENUE.

**AFFIDAVIT OF OWNERSHIP AND CONSENT OF
EAST PALM DRIVE COMMUNITY DEVELOPMENT DISTRICT**

On this 14 day of July, 2023, Drew Rosen, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

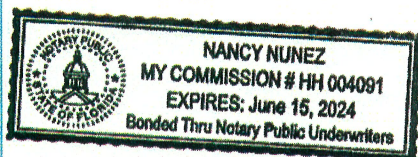
1. Affiant is the Manager of Land Baron VIII, LLC, a Florida limited liability company (collectively "Owner").
2. The Owner is the owner of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property")
3. Affiant hereby represents that Affiant has full authority to execute all documents and instruments on behalf of the Owner, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the East Palm Drive Community Development District (the "Proposed CDD").
4. The Property constitutes all of the real property to be included in the Proposed CDD.
5. Affiant, on behalf of the Owner, hereby consents to the establishment of the Proposed CDD.

Land Baron VIII, LLC, a Florida limited liability
company

By: 
Name: Drew Rosen
Title: Manager

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of July, 2023, by Drew Rosen, as Manager of Land Baron VIII, LLC, a Florida limited liability company. He is personally known to me ☒ or produced _____ as identification.



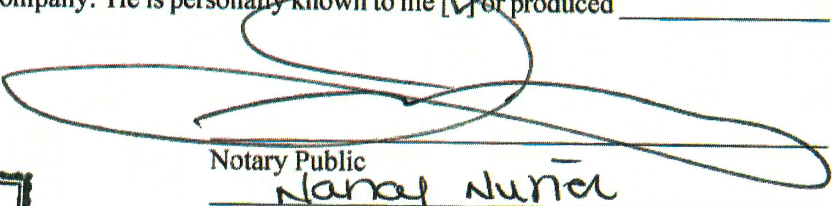

Notary Public
Typed, printed or stamped name of Notary Public

Exhibit "A" to Affidavit

Legal description of Property

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7928-001-0060)

GOLF COURSE PARCEL:

A PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT 6 IN BLOCK 1, TRACTS 1 THROUGH 8, INCLUSIVE AND TRACTS 10 THROUGH 13, INCLUSIVE, AND TRACTS 15 AND 16 IN BLOCK 2 OF SECTION 28, TRACTS 1 THROUGH 6, INCLUSIVE, TRACTS 10 THROUGH 16, INCLUSIVE, IN BLOCK 1 OF SECTION 29 IN TOWNSHIP 57 SOUTH, RANGE 39 EAST, OF THE "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF PALM DRIVE (S.W. 344TH STREET PER MIAMI-DADE COUNTY), THE SAME AS BEING MORE PARTICULARLY DESCRIBED BY "METES AND BOUNDS" AS FOLLOWS, VIZ:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE S00°34'23"E ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 29 FOR 455.26 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE S46°31'37"W FOR 33.32 FEET; THENCE S01°40'18"E FOR 455.51 FEET; THENCE S12°47'37"W FOR 516.84 FEET; THENCE S21°59'05"W FOR 813.64 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S09°55'43"E FROM THE CENTER OF SAID CURVE; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 998.16 FEET AND A CENTRAL ANGLE OF 09°23'59" FOR 163.75 FEET TO THE POINT OF TANGENCY; THENCE S89°28'16"W FOR 720.84 FEET; THENCE N00°33'16"W FOR 137.55 FEET TO A POINT OF INTERSECTION WITH A SOUTHERLY LINE OF "AUGUSTA GREENS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150, AT PAGE 77, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTHEASTERLY, NORTHERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHWESTERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF SAID PLAT OF "AUGUSTA GREENS" FOR THE FOLLOWING COURSES, TO-WIT; THENCE N49°31'03"E FOR 654.01 FEET; THENCE N36°57'07"E FOR 314.57 FEET; THENCE N19°40'01"E FOR 76.98 FEET; THENCE N12°57'41"E FOR 260.06 FEET; THENCE N02°03'49"W FOR 76.60 FEET; THENCE N19°35'44"E FOR 198.13 FEET; THENCE N18°29'18"W FOR 205.20 FEET; THENCE S56°22'02"W FOR 359.00 FEET; THENCE S39°59'19"W FOR 148.99 FEET; THENCE S22°51'05"W FOR 148.99 FEET; THENCE S19°41'30"W FOR 323.36 FEET; THENCE S39°51'53"W FOR 57.25 FEET; THENCE S70°57'59"W FOR 165.23 FEET; THENCE S50°45'17"W FOR 102.94 FEET; THENCE S47°42'20"W FOR 512.94 FEET; THENCE N65°13'37"W FOR 179.32 FEET TO A POINT OF TERMINATION OF THE BOUNDARY OF SAID PLAT OF "AUGUSTA GREENS", THE SAME BEING A POINT OF INTERSECTION WITH THE EASTERLY LINE OF "FAIRWAYS AT KEYS GATE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 148, AT PAGE 20, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTHEASTERLY, NORTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF SAID PLAT OF "FAIRWAYS AT KEYS GATE" FOR THE FOLLOWING COURSES, TO-WIT; THENCE N24°46'23"E FOR 1098.98 FEET; THENCE N39°58'19"E FOR 213.75 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 129°01'40" FOR 180.16 FEET TO THE POINT OF TANGENCY; THENCE N89°03'21"W FOR 422.44 FEET; THENCE N84°45'18"W FOR 90.25 FEET; THENCE N28°33'58"W FOR 236.96 FEET; THENCE S65°41'42"W FOR 156.12 FEET; THENCE N00°29'41"W FOR 198.39 FEET; THENCE N26°34'45"E FOR 78.61 FEET; THENCE N14°13'47"E FOR 41 FEET, MORE OR LESS, TO A POINT OF TERMINATION ALONG SAID BOUNDARY OF "FAIRWAYS AT KEYS GATE", WITH THE SAME POINT OF TERMINATION ALSO BEING A POINT OF INTERSECTION WITH THE SOUTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL AS CONSTRUCTED AND INTERPRETED, WITH THE SAME AS MORE

FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 8763, AT PAGE 1275, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE IN AN EASTERLY DIRECTION, MEANDERING SAID SOUTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL FOR 5070 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF KINGMAN ROAD, THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 13410, AT PAGE 149, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S17°07'21"W ALONG SAID SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF KINGMAN ROAD FOR 115.56 FEET; THENCE S89°35'53"W FOR 259.59 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE S89°36'09"W FOR 766.98 FEET; THENCE S16°30'20"E FOR 783.15 FEET; THENCE S00°23'53"E FOR 219.42 FEET; THENCE S19°36'21"W FOR 747.96 FEET; THENCE S43°17'43"W FOR 404.82 FEET; THENCE S04°13'21"W FOR 104.22 FEET; THENCE S89°34'41"W FOR 367.39 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1475.00 FEET AND A CENTRAL ANGLE OF 08°48'16" FOR 226.66 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING N15°21'01"W AND WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S08°22'57"W FROM THE CENTER OF SAID CURVE; THENCE N15°21'01"W ALONG SAID LINE FOR 115.10 FEET; THENCE N44°34'44"E FOR 844.32 FEET; THENCE N00°06'25"E FOR 663.44 FEET; THENCE N22°30'39"W FOR 130.64 FEET; THENCE N78°32'42"W FOR 188.60 FEET; THENCE S37°21'12"W FOR 447.87 FEET; THENCE S20°49'25"W FOR 762.30 FEET; THENCE S66°25'05"W FOR 179.12 FEET; THENCE N67°22'19"W FOR 241.88 FEET; THENCE N10°34'36"E FOR 766.08 FEET; THENCE N31°53'40"E FOR 286.66 FEET; THENCE N07°15'12"W FOR 163.55 FEET; THENCE N67°37'42"W FOR 276.68 FEET; THENCE N83°05'26"W FOR 343.44 FEET; THENCE S46°31'37"W FOR 94.73 FEET TO THE POINT OF BEGINNING.

EXHIBIT 4

INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS

Teresa Amaris Baluja
Vanessa Perez
Carmen Beatriz Orozco
Marc Szasz
Lilibeth Hauck

All of the initial members of the Board of Supervisors are residents of the State of Florida and citizens of the United States.

Teresa Amaris Baluja

Director of Property Management for SE Region at Lennar Homes
5505 Blue Lagoon Drive, 5th Floor
Miami, Florida, 33126
Tel: 305-485-2080

Current Employment:

Lennar Homes

HOA Manager for SE Region
Real Estate Industry, Property Management, Contracts

2007-2013

Lennar Homes

Director of Property Management for SE Region
Real Estate Industry, Property Management, Contracts

2013 – Present

Education:

FIU- Bachelors in Elementary Education

2006

CAM License
(Current)

2010

CARMEN BEATRIZ OROZCO

5505 Blue Lagoon Drive, 5th Floor, Miami, FL, 33126

305-213-2793 | Carmen.Orozco@Lennar.com

EMPLOYMENT

2017-Present	Property Manager, <i>Lennar Homes Southeast Florida Division</i>
2016-2017	Marketing Coordinator, <i>Lennar Homes Southeast Florida Division</i>
2014-2016	Accounts Payable Clerk, <i>Lennar Homes Southeast Florida Division</i>
2013-2014	Receptionist, <i>Lennar Homes Southeast Florida Division</i>

EDUCATION

2019	BAS in Supervision & Management , <i>Miami Dade College</i>
------	---

VANESSA PEREZ

5505 Blue Lagoon Drive, 5th FL, Miami, FL, 33126

786-810 8233 | Vanessa.Perez@Lennar.com

EMPLOYMENT

2019-Present	Property Manager, <i>Lennar Homes Southeast Florida Division</i>
2017-2019	Community Coordinator, <i>Lennar Homes Southeast Florida Division</i>
2016-2017	Accounts Payable Clerk, <i>Lennar Homes Southeast Florida Division</i>
2015-2016	Receptionist, <i>Lennar Homes Southeast Florida Division</i>

EDUCATION

2008	Certified Medical Billing & Coding , NST
------	--

Marc Szasz
Senior Land Development Manager
5505 Blue Lagoon Drive. 5th Floor
Miami, FL 33126
Phone: 727-455-3680
Email: Marc.Szasz@Lennar.com

Employment:

Lennar Homes, LLC Senior Land Development Manger	February 2022 - Present
Lennar Homes, LLC Land Purchasing Manager	May 2020 - February 2022
Lennar Homes, LLC Land Development Manager	April 2019 - May 2020
Lennar Homes, LLC Land Development Supervisor	May 2018 - April 2019

Education

University of Miami Bachelor of Science in Civil Engineering	May 2018
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Lilibeth Hauck

Land Acquisition Analyst

5505 Blue Lagoon Drive, 5th Floor, Miami, FL, 33126

Phone: 786-473-7705

Email: lilibeth.hauck@lennar.com

Employment:

Lennar Homes, LLC
Land Acquisition Analyst

Sept 2022 – Present

Lennar Homes, LLC
Purchasing Coordinator

Mar 2018 – Sept 2022

Lennar Homes, LLC
Accounts Payable Clerk

June 2014 – Mar 2018

Education

Florida international University
Bachelor of Accounting

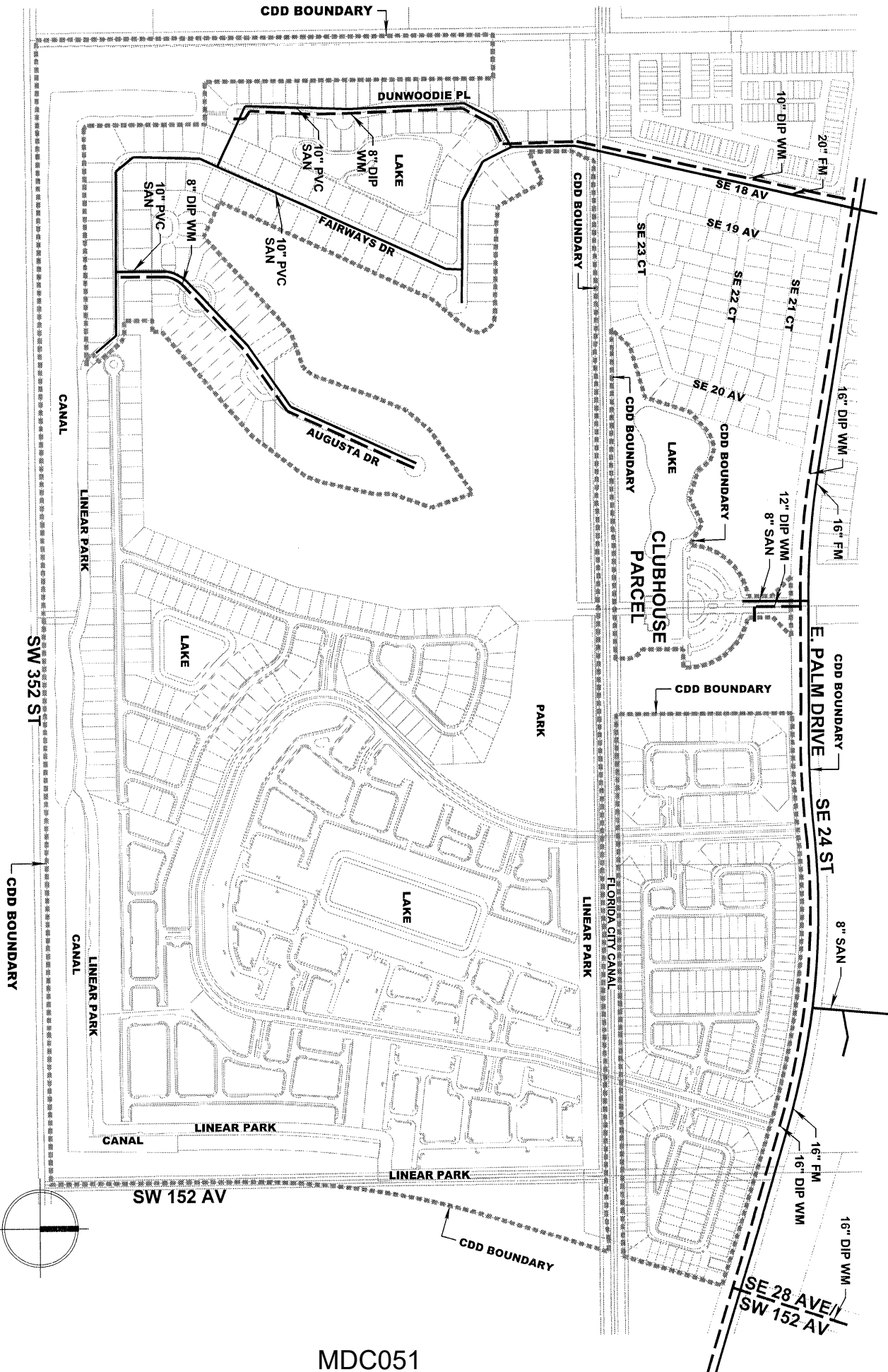
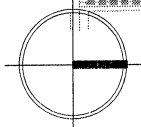
June 2022

EXHIBIT 5

MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS

ALVAREZ ENGINEERS, INC. **EAST PALM DRIVE C.D.D.** **EXISTING WATER AND SEWER MAINS**

EXHIBIT 2



MDC051

EXHIBIT 6

PROPOSED TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS

	<u>Start Date</u>	<u>Completion Date</u>
Roadway Improvements	July, 2024	January, 2028
Stormwater Management System	July, 2024	July, 2027
Water Distribution System	July, 2024	July, 2027
Wastewater Collection System	July, 2024	September, 2027

EXHIBIT 7

ESTIMATED COSTS OF DISTRICT IMPROVEMENTS

	<u>Costs:</u>
Roadway Improvements	\$26,468,000
Stormwater Management System	\$10,533,000
Water Distribution System	\$ 8,077,000
Wastewater Collection System	\$13,137,000
Total Estimated Costs:	\$58,215,000

EXHIBIT 8

LAND USE

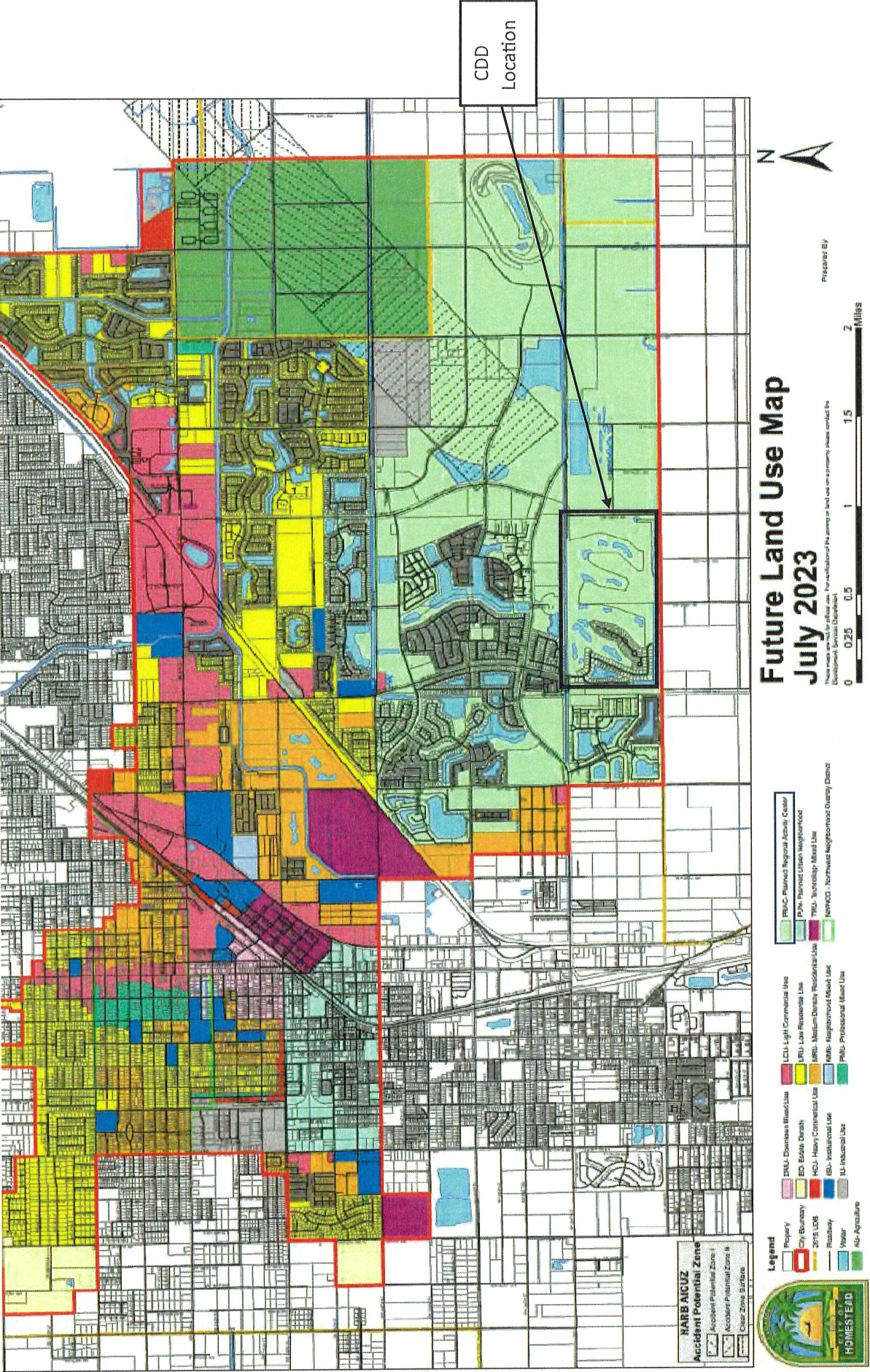


EXHIBIT 9

STATEMENT OF ESTIMATED REGULATORY COSTS

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose

This statement of estimated regulatory costs ("SERC") supports the petition to form the East Palm Drive Community Development District ("District" or "CDD") and other affiliated and participating companies ("Petitioner") are planning a 325.60+/- acre residential community, ("Project"), located south of East Palm Drive, north of SW 352 Street, east of SW 162 Avenue and west of SW 152 Avenue in City of Homestead ("City"), Miami-Dade County ("County") Florida.

The District will provide community infrastructure that will serve all the land in the proposed District. The District plans to provide community infrastructure including, but not necessarily limited to, stormwater management system, water distribution system, wastewater collection system, and roadway improvements (the "Infrastructure"). The District plans to finance the Infrastructure by issuing bonds ("Bonds") secured by, among other things, proceeds of non-ad valorem assessments (the "Assessments") levied on land within the District that will specially benefit from the Infrastructure all as discussed more fully below.

1.2 Scope of the Analysis

The limitations on the scope of this SERC are explicitly set out in Section 190.002(2) (d), *Fla.Stat.* (governing District formation or alteration) as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

As noted above, the proposed District will provide Infrastructure and related services with operations and maintenance, to the 325.60+/- acres comprising the Project. The current development plan for the land contained in the District is shown in Table 1 below. These plans are subject to change as market conditions may dictate in the future.

**Table 1. East Palm Drive Community Development District
Development Program**

<i>Land Uses</i>	<i>Number of units</i>
Single Family (60')	185
Single Family (40')	202
Townhomes	481
Villas	419

1.3 Requirements for Statement of Estimated Regulatory Costs.

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, *Fla.Stat.* The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1) (a)[of Section 120.541, *Fla.*

Stat.] and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

- 2.0 (a) An economic analysis showing whether the rule directly or indirectly is likely to (1) have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; (2) have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after implementation of the rule; or (3) increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.**

It is unlikely the establishment/creation of the District will meet any of the triggers in Section 120.541(2)(a), *Fla. Stat.* The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 herein.

- 3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.**

As noted above, the proposed District will provide Infrastructure and related services to the 325.60+/- acres of land planned for the Project as outlined in Table 1. All of the ultimate property owners in the District will be required to comply with District rules and their properties will be encumbered with District obligations to pay for Infrastructure and operations and maintenance expenses incurred by the District. Based on the current development program the following entities and individuals would be affected by the formation of the District: the owners and occupants of the residential units within the District.

- 4.0 A good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.**

4.1 Costs to Governmental Agencies of Implementing and Enforcing Rule

State Governmental Entities

The cost to State entities to review or enforce the proposed rule will be very modest. The District comprises less than 2,500 acres. Therefore, the County will review and act upon the petition to establish the District.

There are minimal additional ongoing costs to various State entities to implement and enforce the proposed rule. The District is a special purpose unit of local government, and it is required to file various reports to the State of Florida, the Department of Economic Opportunity and other agencies of the State. The filing requirements are outlined in Appendix A. However, the additional costs to the

State and its various departments to process the additional filings from the District are very low, since the State routinely processes filings from over 500 similar districts. Finally, the filing fees paid by the District are designed to offset any additional costs to the State.

City of Homestead and Miami-Dade County

The proposed land for the District is within the City of Homestead, which is within Miami-Dade County, Florida. The City and its staff may process and analyze the petition and make a recommendation to the County regarding the petition. The County and its staff will review the petition and its supporting exhibits. In addition, the County will hold public hearings to discuss the petition and to take public input. These activities will absorb staff time and time of the County Commission.

However, the costs of these activities are very modest at most for the following reasons. First, the review of this petition to form the District does not include an analysis of the Project itself. In fact, such a review of the Project is prohibited by statute. Second, the petition contains all of the information necessary for its review. Third, the City and County already have all of the staff necessary to review the petition. Fourth, no capital costs are involved in the review. Fifth, the County routinely processes similar petitions for land use and zoning changes that are far more complicated than this petition to form the District. Finally, Petitioners will pay all statutorily prescribed filing fees.

The annual costs to the City and/or County because of the establishment of the District are also minimal. The proposed District is an independent unit of local government, so the District is responsible for its own budget, reporting, and the full conduct of its powers within its boundaries. The only annual costs the City and County face are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City and County, but no City or County action is required.

4.2 Impact on State or Local Revenues

Adoption of the proposed rule will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other unit of local government except the District. By State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the rule

The District will provide Infrastructure and related services to the land in the District, as outlined in Table 2 below. The District will fund, own, operate and

maintain the stormwater management system. The District will also fund the water distribution system, wastewater collection system, and public roadway improvements, all of which will be owned by the County, City or District, and the County, City or District will operate and maintain these public infrastructure facilities.

Table 2. Proposed Facilities and Services

<i>Facility</i>	<i>Funded By</i>	<i>O&M By</i>	<i>Ownership</i>
Stormwater Management System	District	District	District
Water Distribution System	District	County/City	County/City
Wastewater Collection System	District	County/City	County/City
Roadway Improvements	District	District/City	District/City

Petitioner has estimated the costs for providing the Improvements as outlined in Table 2, and such costs are shown in Table 3. Total costs for this Infrastructure are estimated to be approximately \$58,215,000. To fund this construction program, in whole or in part, the District may issue Bonds, which will be repaid through non-ad valorem assessments levied on all lands in the District that benefit from the District's Infrastructure and related services as outlined in Table 2.

Table 3. Summary of Estimated Capital Costs

<i>Infrastructure</i>	<i>Total</i>
Stormwater Management System	\$10,533,000
Water Distribution System	\$ 8,077,000
Wastewater Collection System	\$13,137,000
Roadway Improvements	\$26,468,000
Total	\$58,215,000

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through Bonds. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

It is important to note that the various costs outlined in Table 3 are typical for developments of the type contemplated here. In other words, there is nothing peculiar about the District's financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer-provided infrastructure and facilities. Along these same lines, District-imposed assessments for operations and maintenance costs are similar to what would be charged in any event by a property owners' association common to most master-planned developments.

Real estate markets are quite efficient, because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive the operations and maintenance charges must also be in line with the competition.

Furthermore, locating in the District by new landowners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the District's costs in tradeoff for the benefits that the District provides.

The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer bank loans.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no impact on small businesses because of the formation of the proposed District. If anything, the impact may be positive. This is because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The development is located in the City of Homestead which has an estimated population greater than 10,000 and the County has an estimated population in excess of 75,000 people, as of the 2020 U.S. Census. Therefore, the proposed District is not located in a City defined as a "small city" and a County defined as a "small county", according to Section 120.52, Fla. Stat..

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from Petitioner's Engineer and other professionals associated with Petitioner.

Finally, it is useful to reflect upon the question of whether the proposed formation of the District is the best alternative to provide community facilities and services to the Project. As an alternative to the District, the County could approve a dependent special district for the area, such as a special taxing district under Chapter 189, F.S. This alternative could finance the improvements contemplated in Table 2 in a fashion similar to the proposed District.

However, this alternative is inferior to the District. Unlike the District, the alternative would require the County to continue to administer the Project and its facilities and services. As a result, the costs for these services and facilities would

not be sequestered to the land directly benefiting from them, as the case would be with the District.

A District also is preferable from a government accountability perspective. With a District as proposed, landowners and renters in the District would have a focused unit of government under their direct control. The District can then be more responsive to landowner needs without disrupting other County responsibilities.

Another alternative to the District would be for the developer to provide the Infrastructure and to use a property owners association ("POA") for operations and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments along with other property taxes. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Second, the proposed District is a unit of local government. Therefore, unlike the POA the District must abide by all governmental rules and regulations.

**APPENDIX A
LIST OF REPORTING REQUIREMENTS**

REPORT	FLORIDA STATUTES CITE	DATE
Annual Financial Audit	11.45	12 months after end of fiscal year
Annual Financial Report	218.32	within 45 days of financial audit completion, but no later than 9 months after end of fiscal year
TRIM Compliance Report	200.068	30 days after adoption of assessment resolution
Form 1 - Limited Financial Disclosure	112.3144	by July 1
Public Depositor Report	280.17	by November 30
Proposed Budget	190.008	sixty (60) days prior to adoption of final budget
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	When issued

EXHIBIT 10

DECLARATION OF RESTRICTIVE COVENANTS

This instrument was prepared by:	
Name:	Ginger E. Wald
Address:	Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Boulevard, Sixth Floor Fort Lauderdale, Florida 33301
(Space Reserved for Clerk)	

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned Owners hold the fee simple title to the lands described in the attached Exhibit A (the “Property”), located in Miami-Dade County, Florida (the “County”); and

WHEREAS, Owners desire to provide certain covenants to the County Board of County Commissioners (the “Board”) in support of a petition (the “Petition”) for creation of the East Palm Drive Community Development District (the “District”) filed _____, and approved pursuant to Ordinance No. _____ enacted by the Board on _____ (the “Ordinance”), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

WHEREAS, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into contracts for improved residential units within the Property (each a “Prospective Initial Purchaser”), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit (defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one-time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the

District to finance such capital costs until such bonds are retired (collectively, “Capital Assessments”), and (2) the costs associated with (i) operations of the District including administration (“Operations Assessments”) and (ii) maintenance of public infrastructure by the District (“Infrastructure Maintenance Assessments”); Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as (“Administrative Assessments”); and

WHEREAS, other covenants made by Owners include provisions for the long-term maintenance of infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping; and

WHEREAS, such covenants of Owners are made in order to assure the Board that the representations made by Owners in support of the Petition will be abided by,

NOW, THEREFORE, Owners freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, makes the following Declaration of Restrictive Covenants covering and running with the Property (this “Declaration”):

1. COVENANTS.

1.1 Public Records Notice of Existence of District

This Declaration shall serve as notice in the Public Records of the County that unless the District is terminated in accordance with the requirements of Chapter 190, Florida Statutes, and such termination is reflected in the Public Records of the County, the Property and all lands, parcels, lots, and units located within the District’s boundaries are subject to the Capital Assessments and Administrative Assessments levied and imposed by the District, subject only to the exceptions or exemptions from such assessments expressly provided by Florida law.

1.2 CDD and Purchase Contract Notices

1.2.1 Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a “Dwelling Unit”) written notice of the estimated annual Capital Assessments and Administrative Assessments (the “CDD Notice”) to be imposed on such individual Dwelling Unit substantially in the form attached hereto as Exhibit B prior to, or contemporaneously with, the execution of a purchase and sale contract (“Purchase Contract”) for such Dwelling Unit. For the purposes of this Declaration, the term “Owner” means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the “Effective Date of the Ordinance”) but was not given a contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given together with the following written notice and must be sent to such Prospective Initial Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$37,860 FOR A SINGLE-FAMILY UNIT (60’), \$31,860 FOR A SINGLE-FAMILY UNIT (40’), \$28,860 FOR A TOWNHOME UNIT AND \$25,860 FOR A VILLA UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$23,211 FOR A SINGLE-FAMILY UNIT (60’), \$19,532 FOR A SINGLE-FAMILY UNIT (40’), \$17,693 FOR A TOWNHOME UNIT AND \$15,854 FOR A VILLA UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,262 FOR A SINGLE-FAMILY UNIT (60’), \$1,062

FOR A SINGLE-FAMILY UNIT (40'), \$962 FOR A TOWNHOME UNIT AND \$862 FOR A VILLA UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

Owner shall promptly refund any amounts due under the foregoing notice if a Prospective Initial Purchaser properly rescinds a Purchase Contract during the time provided. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to the foregoing notice.

1.2.2 Owner shall also provide substantially the following disclosure ("Purchase Contract Notice") on the first page of each Purchase Contract executed after the Effective Date of the Ordinance for a Dwelling Unit within the Property, immediately after disclosure of the purchase price for the Dwelling Unit:

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$37,860 FOR A SINGLE-FAMILY UNIT (60'), \$31,860 FOR A SINGLE-FAMILY UNIT (40'), \$28,860 FOR A TOWNHOME UNIT AND \$25,860 FOR A VILLA UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$23,211 FOR SINGLE-FAMILY UNIT (60'), \$19,532 FOR A SINGLE-FAMILY UNIT (40'), \$17,693 FOR A TOWNHOME UNIT AND \$15,854 FOR A VILLA UNIT. IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,262 FOR A SINGLE-FAMILY UNIT (60'),

\$1,062 FOR A SINGLE-FAMILY UNIT (40'), \$962 FOR A TOWNHOME UNIT AND \$862 FOR A VILLA UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PROSPECTIVE INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PROSPECTIVE INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PROSPECTIVE INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: _____

Owner shall cause each Prospective Initial Purchaser to initial the Purchaser Contract Notice where indicated.

1.3 Relief to Prospective Initial Purchaser for Owner Default.

1.3.1 Owner shall provide relief, in the manner provided by this Section 1.3 to any Prospective Initial Purchaser who has not yet closed on a Dwelling Unit if any one of the following events shall occur (an "Owner Default"):

1.3.1.1. Owner fails to provide a timely CDD Notice or Purchase Contract Notice as required; and/or

1.3.1.2. Owner provides a timely CDD Notice; however, such CDD Notice underestimates the aggregate or monthly actual Administrative Assessments for the District's first three (3) fiscal years by more than five percent (5%); and/or

1.3.1.3. Owner provides a timely CDD Notice and/or Purchase Contract Notice; however, such CDD Notice and/or Purchase Contract Notice underestimates the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or monthly actual Annual Capital Assessments by more than five percent (5%).

1.3.2 In the event of any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a “Termination Notice”), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a “Late Notice”) to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the “Cure Period”). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the “Extended Late

Notice”) no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the “Extended Cure Period”). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or the applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during the applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

1.3.4 Every Late Notice or Extended Late Notice sent by Owner to a Prospective Initial Purchaser must include the following in bold type in a font at least as large as the largest font in such Late Notice or Extended Late Notice (*with correct type of notice indicated*):

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A [LATE NOTICE or EXTENDED LATE NOTICE] UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS [LATE

NOTICE or *EXTENDED LATE NOTICE*]. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS [*LATE NOTICE* or *EXTENDED LATE NOTICE*] DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

1.3.5 If the Owner Default involves the failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract Notice in substantially the correct form and location; however, such Purchase Contract Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the annual Capital Assessments by more than five percent (5%), then the Late Notice or Extended Late Notice shall also contain the following:

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: [*INSERT PURCHASE PRICE INFORMATION*]. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$37,860 FOR A SINGLE-FAMILY UNIT (60'), \$31,860 FOR A SINGLE-FAMILY UNIT (40'), \$28,860 FOR A TOWNHOME UNIT AND \$25,860 FOR A VILLA UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$23,211 FOR SINGLE-FAMILY UNIT (60'), \$19,532 FOR A SINGLE-FAMILY UNIT (40'), \$17,693 FOR A TOWNHOME UNIT AND \$15,854 FOR A VILLA UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,262 FOR A SINGLE-FAMILY UNIT (60'), \$1,062 FOR A SINGLE-FAMILY UNIT (40'), \$962 FOR A TOWNHOME UNIT AND \$862 FOR A VILLA UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL

ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

1.3.6 If the Owner Default involves the failure to provide a CDD Notice or Owner provided a timely CDD Notice; however, such CDD Notice underestimated (i) the actual aggregate Administrative Assessments for each of the District's first three (3) fiscal years by more than five percent (5%) and/or (ii) the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or (iii) the actual annual Capital Assessment by more than five percent (5%), then the Late Notice or Extended Late Notice must also include a CDD Notice, if the Owner Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely but inaccurate CDD Notice.

1.4 Relief to a Prospective Initial Purchaser Who Actually Closes on a Dwelling Unit After an Uncorrected Owner Default.

1.4.1 In the event Owner fails to give a Prospective Initial Purchaser a timely CDD Notice, and such failure is not corrected by a timely and accurate Late Notice, then a Prospective Initial Purchaser that closes on the Dwelling Unit ("Actual Initial Purchaser") may demand, in writing, that Owner pay such Actual Initial Purchaser (i) the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal due through the next applicable bond payment date respecting the Dwelling Unit *plus* (ii) an amount equal to the sum of the share of the actual Administrative Assessments levied by the District on

such Dwelling Unit for the District's first three (3) fiscal years immediately following the closing respecting the Dwelling Unit.

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such Actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

1.4.4 Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessments and Administrative Assessments first appear on any bill sent to the Actual Initial Purchaser by the District for the affected Dwelling Unit. After the expiration of that year, Owner shall not be obligated to provide any relief to such Actual Initial Purchaser under this Declaration.

1.4.5 Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the individual Dwelling Unit of liability for all lawful taxes and assessments including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

1.5 Additional Disclosure through District Sign

Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

EAST PALM DRIVE COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE EAST PALM DRIVE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATIONS, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE EAST PALM DRIVE COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN EAST PALM DRIVE. A PURCHASER OF PROPERTY IN EAST PALM DRIVE WILL BE OBLIGATED TO PAY ANNUAL ASSESSMENTS TO AMORTIZE THE DEBT AND FOR DISTRICT ADMINISTRATION, WHICH AMOUNTS ARE SEPARATE FROM THE PURCHASE PRICE OF THE PROPERTY AND OTHER ASSESSMENTS ON THE PROPERTY, AND WHICH MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT ALLOCATED TO THE PROPERTY ASSESSED AND ARE EXPECTED TO APPEAR ON A PURCHASER'S PROPERTY TAX BILL EACH YEAR, BUT MAY BE BILLED DIRECTLY BY THE EAST PALM DRIVE COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER SHALL HAVE THE OPTION TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE. FOR FURTHER INFORMATION ON EAST PALM DRIVE AND A

PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO,
CONTACT [*INSERT APPROPRIATE CONTACT INFORMATION*].”

1.6 Inspection of District Records by County Representatives

Owner shall allow or provide for the District to allow County representatives to review all pertinent records in order to assess the overall performance of Owner in providing timely and accurate disclosure of estimated Capital Assessments and Administrative Assessments on Dwelling Units within the District. Prompt access shall be provided without prior notice of inspection by the County representatives, but only during normal business hours and without disruption of sales operations. The purpose of such inspection is only to determine Owner's overall compliance with the aforementioned notice requirements and such inspection shall not authorize the County to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

1.7 Sole Provider of Water, Wastewater, and Reuse Service

Owner acknowledges and agrees that the Miami-Dade County Water and Sewer Department (“WASD”), or its successor agency or department, shall be the exclusive provider of water, wastewater, and reuse service to all lands within the Property. Service shall be provided by WASD in accordance with its general policies and procedures for providing service throughout the County.

1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure

The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, before the recording of a final plat on any portion of the Property, Owner shall submit to the Board a complete application including any

necessary approvals from the jurisdiction in which the special taxing is located, for the creation of a multi-purpose maintenance special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the Public Records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose maintenance special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

2. BENEFITS AND ENFORCEMENT.

2.1 The covenants set forth in Sections 1.2, 1.3 and 1.4 shall run and be in favor of and to the benefit of Prospective Initial Purchasers and Actual Initial Purchasers of individual Dwelling Units within the Property, and their heirs, successors, and assigns, and shall be enforceable exclusively by such persons. After an individual Dwelling Unit, has been once

conveyed to an Actual Initial Purchaser, no further notice shall be required to be provided by Owner to any purchaser of a Dwelling Unit if the same has been improved with a residence. If a Dwelling Unit is conveyed as unimproved land, then such Dwelling Unit shall not be deemed to have been conveyed to a Prospective Initial Purchaser or Actual Initial Purchaser, and all of the covenants set forth in Sections 1.2, 1.3 and 1.4 shall apply to the Dwelling Unit and any Owner offering such Dwelling Unit for sale to Prospective Initial Purchasers.

2.2 The covenants set forth in Sections 1.6, 1.7 and 1.8 shall run and be in favor of and to the benefit of the County or any successor municipal government, and shall be enforceable exclusively by such governmental entity.

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. 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 attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the Public Records of the County, following the acceptance by the Board of an ordinance approving the creation of the District, and shall remain in full force and effect and be binding upon the undersigned Owner, and its 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 litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the

County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

4. TERM.

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

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, or of such portion as will be affected by the modification, amendment, or release, including joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

Should this Declaration be modified, amended, or released, the County Mayor or Designee, or the assistant in charge of the office in the County Mayor's or Designee's absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

6. 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 such exercise preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

7. SEVERABILITY.

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However, if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

8. ACCEPTANCE OF DECLARATION.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

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IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 1st day of December 2021.

OWNER:

KEYS GATE III TRUST, u/i/d June 30, 1998

By: Clifford Lincoln
Name: CLIFFORD LINCOLN
Title: SUCCESSOR TRUSTEE

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 1st day of December, 2021, by CLIFFORD LINCOLN, the SUCCESSOR TRUSTEE OF THE KEYS GATE III TRUST, u/i/d June 30, 1998. He is personally known to me ☒ or produced _____ as identification.



Christina Vargas
Notary Public, State of Florida at Large
Print Name: Christina Vargas
My commission expires: 5/18/23

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 16 day of June, 2023.

OWNER:

Land Baron Clubhouse, LLC, a Florida limited liability company

Shores Development, Inc. a Florida corporation

By:

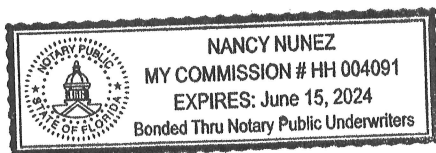
Name: Wayne Rosen

Title: Manager/President

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of June, 2023, by Wayne Rosen, as Manager of Land Baron Clubhouse, LLC, a Florida limited liability company and as President of Shores Development, Inc., a Florida corporation. He is personally known to me ☒ or produced _____ as identification.



Notary Public

Typed, printed or stamped name of Notary Public

Notary Public

Typed, printed or stamped name of Notary Public

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 14 day of July, 2023.

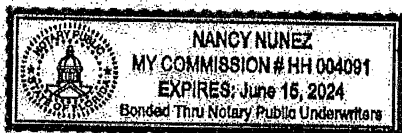
OWNERS:

Land Baron VIII, LLC, a Florida limited liability company

By: DR
Name: Drew Rosen
Title: Manager

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of July, 2023, by Drew Rosen, as Manager of Land Baron VIII, LLC, a Florida limited liability company. He is personally known to me ☒ or produced _____ as identification.



[Signature]
Notary Public

Nancy Nunez
Typed, printed or stamped name of Notary Public

Exhibit A

LEGAL DESCRIPTION

EAST PALM DRIVE CDD - LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PARCEL 2:

A PARCEL OF LAND BEING A PORTION OF SECTION 21, TOWNSHIP 57 SOUTH, RANGE 39 EAST, CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA, BEING PORTIONS OF TRACTS 11 THROUGH 15, INCLUSIVE, BLOCK 3, TOGETHER WITH PORTIONS OF TRACTS 15, 16, AND 17, OF BLOCK 4, OF PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF KINGMAN ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410, PAGE 149, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410, PAGE 154, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE CONTINUE S17°07'21"W ALONG THE SOUTHWESTERLY PROLONGATION OF SAID CENTERLINE OF KINGMAN ROAD FOR 483 FEET, MORE OR LESS, TO THE NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL, AS LOCATED BY POST, BUCKLEY, SCHUH & JERNIGAN, INC., ON APRIL 23, 1993; THENCE WESTERLY MEANDERING THE NORTHERLY TOP OF BANK FOR 1838 FEET, MORE OR LESS; THENCE NORTH 860.17 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PALM DRIVE, THE SAME ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N03°08'26"W FROM THE CENTER OF SAID CURVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 3533.61 FEET AND A CENTRAL ANGLE OF 20°15'47" FOR 1249.69 FEET TO THE POINT OF TANGENCY; THENCE S72°52'39"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE FOR 780.92 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NUMBERS: 10-7921-001-0181 AND FOLIO NO.10-7921-001-0231)

PARCEL 3:

A PARCEL OF LAND BEING PORTIONS OF TRACT 8, 9, 10 AND 11 OF BLOCK 3 IN SECTION 21, TOWNSHIP 57 SOUTH, RANGE 39 EAST OF "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF KINGMAN ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOKS 13410 AT PAGE 149 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WITH THE SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410 AT PAGE 154 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S17°07'21"W ALONG SAID SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF KINGMAN ROAD FOR 483.00 FEET, MORE OR LESS, TO THE NORTHERLY TOP OF SLOPE OF THE FLORIDA CITY CANAL AS FIELD LOCATED BY POST, BUCKLEY, SCHUH & JERNIGAN, INC. ON APRIL 23, 1993; THENCE

WESTERLY MEANDERING SAID NORTHERLY TOP OF SLOPE FOR 1838.14 FEET, TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE WEST, ALONG SAID NORTHERLY TOP OF SLOPE, FOR 709.95 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITS OF THE KEYS GATE GOLF COURSE; THENCE NORTH FOR 831.00 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE FOR THE FOLLOWING FOUR (4) COURSES; (1) N89°34'39"E FOR 121.70 FEET TO A POINT OF CURVATURE OF CIRCULAR CURVE CONCAVE TO THE NORTHWEST; (2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4513.79 FEET AND A CENTRAL ANGLE OF 04°30'01" FOR 354.50 FEET TO THE POINT OF TANGENCY; (3) N85°04'38"E FOR 125.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH; (4) NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 3533.61 FEET AND A CENTRAL ANGLE OF 01°46'56" FOR 109.92 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING SOUTH, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N03°08'26"W FROM THE CENTER OF SAID CURVE; THENCE SOUTH ALONG SAID LINE FOR 860.17 FEET; TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NUMBERS: 10-7921-001-0180 AND 10-7921-001-0185)

PARCEL 7:

A PARCEL OF LAND BEING A PORTION OF TRACT 1 AND PORTIONS OF TRACTS 6 THROUGH 16 INCLUSIVE, IN BLOCK 1, SECTION 29, PORTIONS OF TRACTS 6, 7 AND 8 IN BLOCK 1 AND PORTIONS OF TRACTS 1 THROUGH 16 INCLUSIVE, IN BLOCK 2 SECTION 28, TOWNSHIP 57 SOUTH, RANGE 39 EAST, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 29; THENCE N00°29'41"W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29 FOR 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW 352ND STREET AS RECORDED IN DEED BOOK 1683 AT PAGE 307 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SAID WEST LINE OF NORTHEAST 1/4 FOR A DISTANCE OF 2144.93 FEET TO ITS INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND OWNED BY FLORIDA POWER AND LIGHT COMPANY; THENCE N89°30'25"E FOR 205.00 FEET; THENCE S00°29'41"E FOR 1357.01 FEET; THENCE N89°30'19"E FOR A DISTANCE OF 200.00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF "FAIRWAYS AT KEYS GATE", ACCORDING TO PLAT BOOK 148 AT PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE SOUTHERLY, EASTERLY, AND NORTHERLY ALONG THE BOUNDARIES OF SAID PLAT OF "FAIRWAYS AT KEYS GATE" FOR THE FOLLOWING NINE (9) COURSES; THENCE (1) S00°29'41"E FOR A DISTANCE OF 542.47 FEET TO POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST; THENCE (2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90°03'36" FOR A DISTANCE OF 39.30 FEET TO A POINT OF TANGENCY; THENCE (3) N89°26'43"E FOR A DISTANCE OF 1102.79 FEET TO A POINT OF CUSP OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, A RADIAL LINE FROM SAID POINT BEARS N00°33'17"E; THENCE (4) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°12'39" FOR AN ARC DISTANCE OF 65.73 FEET; THENCE (5) N49°39'22"E FOR A DISTANCE OF 50.00 FEET; THENCE (6) N40°20'38"W FOR A DISTANCE OF 122.33 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT,

CONCAVE TO THE SOUTHWEST; THENCE (7) NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°12'39" FOR AN ARC DISTANCE OF 65.73 FEET TO A POINT OF TANGENCY; THENCE (8) S89°26'43"W FOR A DISTANCE OF 52.51 FEET; THENCE (9) N00°29'41"W FOR A DISTANCE OF 130.00 FEET TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY LINE OF "AUGUSTA GREENS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150 AT PAGE 77 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N89°26'43"E ALONG SAID SOUTHERLY LINE OF "AUGUSTA GREENS" FOR A DISTANCE OF 52.37 FEET; THENCE; S00°33'16"E FOR A DISTANCE OF 93.72 FEET; THENCE N89°28'16"E FOR A DISTANCE OF 720.84 FEET TO A POINT OF CURVATURE CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 998.16 FEET, THROUGH A CENTRAL ANGLE OF 09°23'59" FOR AN ARC DISTANCE OF 163.75 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N21°59'05"E FOR A DISTANCE OF 813.64 FEET; THENCE N12°47'37"E FOR A DISTANCE OF 516.84 FEET; THENCE N01°40'18"W FOR A DISTANCE OF 455.51 FEET; THENCE N46°31'37"E FOR A DISTANCE OF 128.05 FEET; THENCE S83°05'26"E FOR A DISTANCE OF 343.44 FEET; THENCE S67°37'42"E FOR A DISTANCE OF 276.68 FEET; THENCE S07°15'12"E FOR A DISTANCE OF 163.55 FEET; THENCE S31°53'40"W FOR A DISTANCE OF 286.66 FEET; THENCE S10°34'36"W FOR A DISTANCE OF 766.08 FEET; THENCE S67°22'19"E FOR A DISTANCE OF 241.88 FEET; THENCE N66°25'05"E FOR A DISTANCE OF 179.12 FEET; THENCE N20°49'25"E FOR A DISTANCE OF 762.30 FEET; THENCE N37°21'12"E FOR A DISTANCE OF 447.87 FEET; THENCE S78°32'42"E FOR A DISTANCE OF 188.60 FEET; THENCE S22°30'39"E FOR A DISTANCE OF 130.64 FEET; THENCE S00°06'25"W FOR A DISTANCE OF 663.44 FEET; THENCE S44°34'44"W FOR A DISTANCE OF 844.32 FEET; THENCE S15°21'01"E FOR A DISTANCE OF 115.10 FEET TO A POINT ON A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, A RADIAL LINE FROM SAID POINT BEARS N08°22'57"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1475.00 FEET, THROUGH A CENTRAL ANGLE OF 08°48'16" FOR AN ARC DISTANCE OF 226.66 FEET TO A POINT OF TANGENCY; THENCE N89°34'41"E FOR A DISTANCE OF 367.39 FEET; THENCE N04°13'21"E FOR A DISTANCE OF 104.22 FEET; THENCE N43°17'43"E FOR A DISTANCE OF 404.82 FEET; THENCE N19°36'21"E FOR A DISTANCE OF 747.96 FEET; THENCE N00°23'53"W FOR A DISTANCE OF 219.42 FEET; THENCE N16°30'20"W FOR A DISTANCE OF 783.15 FEET; THENCE N89°36'09"E FOR A DISTANCE OF 766.98 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE N89°35'53"E FOR A DISTANCE OF 259.59 FEET; THENCE N17°07'21"E FOR A DISTANCE OF 115.56 FEET; THENCE N89°33'16"E FOR A DISTANCE OF 57.69 FEET; THENCE S17°07'21"W FOR A DISTANCE OF 513.38 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF A SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 4190.00 FEET, THROUGH A CENTRAL ANGLE OF 17°37'47" FOR AN ARC DISTANCE OF 1289.26 FEET TO A POINT OF TANGENCY, THE SAME BEING A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 28; THENCE S00°30'26"E ALONG SAID EAST LINE FOR A DISTANCE OF 852.20 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF SW 352ND STREET; THENCE S89°34'41"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2668.61 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 28; THENCE S89°26'43"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 2709.20 FEET TO THE POINT OF BEGINNING.

LESS:

A PARCEL OF LAND BEING A PORTION OF TRACTS 10 THROUGH 14, INCLUSIVE, IN BLOCK 2, SECTION 28 TOWNSHIP 57 SOUTH, RANGE 39 EAST, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 28; THENCE S89°34'41"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 153.06 FEET; THENCE N00°25'09"W FOR A DISTANCE OF 114.21 TO THE POINT OF BEGINNING; THENCE S89°50'38"W FOR A DISTANCE OF 411.10 FEET; THENCE S89°36'01"W FOR A DISTANCE OF 987.35 FEET; THENCE N89°29'50"W FOR A DISTANCE OF 224.03 FEET; THENCE N66°37'14"W FOR A DISTANCE OF 91.28 FEET; THENCE N48°43'52"E FOR A DISTANCE OF 58.88 FEET; THENCE N77°51'09"E FOR A DISTANCE OF 85.03 FEET; THENCE N87°49'30"E FOR A DISTANCE OF 201.50 FEET; THENCE S88°57'00"E FOR A DISTANCE OF 518.19 FEET; THENCE N89°01'40"E FOR A DISTANCE OF 416.74 FEET; THENCE N88°57'56"E FOR A DISTANCE OF 372.50 FEET; THENCE N00°52'15"W FOR A DISTANCE OF 229.14 FEET; THENCE N00°16'34"E FOR A DISTANCE OF 185.45 FEET; THENCE S89°59'30"E FOR A DISTANCE OF 80.04 FEET; THENCE S00°52'44"W FOR A DISTANCE OF 513.46 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7928-001-0060)

GOLF COURSE PARCEL:

A PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT 6 IN BLOCK 1, TRACTS 1 THROUGH 8, INCLUSIVE AND TRACTS 10 THROUGH 13, INCLUSIVE, AND TRACTS 15 AND 16 IN BLOCK 2 OF SECTION 28, TRACTS 1 THROUGH 6, INCLUSIVE, TRACTS 10 THROUGH 16, INCLUSIVE, IN BLOCK 1 OF SECTION 29 IN TOWNSHIP 57 SOUTH, RANGE 39 EAST, OF THE "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF PALM DRIVE (S.W. 344TH STREET PER MIAMI-DADE COUNTY), THE SAME AS BEING MORE PARTICULARLY DESCRIBED BY "METES AND BOUNDS" AS FOLLOWS, VIZ:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE S00°34'23"E ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 29 FOR 455.26 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE S46°31'37"W FOR 33.32 FEET; THENCE S01°40'18"E FOR 455.51 FEET; THENCE S12°47'37"W FOR 516.84 FEET; THENCE S21°59'05"W FOR 813.64 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S09°55'43"E FROM THE CENTER OF SAID CURVE; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 998.16 FEET AND A CENTRAL ANGLE OF 09°23'59" FOR 163.75 FEET TO THE POINT OF TANGENCY; THENCE S89°28'16"W FOR 720.84 FEET; THENCE N00°33'16"W FOR 137.55 FEET TO A POINT OF INTERSECTION WITH A SOUTHERLY LINE OF "AUGUSTA GREENS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150, AT PAGE 77, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTHEASTERLY, NORTHERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHWESTERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF SAID PLAT OF "AUGUSTA GREENS" FOR THE FOLLOWING COURSES, TO-WIT; THENCE N49°31'03"E FOR 654.01 FEET; THENCE N36°57'07"E FOR 314.57 FEET; THENCE N19°40'01"E FOR 76.98 FEET; THENCE N12°57'41"E FOR 260.06 FEET; THENCE N02°03'49"W FOR 76.60 FEET; THENCE N19°35'44"E FOR 198.13 FEET; THENCE N18°29'18"W FOR 205.20 FEET; THENCE S56°22'02"W FOR 359.00 FEET; THENCE S39°59'19"W FOR 148.99 FEET; THENCE S22°51'05"W FOR 148.99 FEET; THENCE S19°41'30"W FOR 323.36 FEET; THENCE S39°51'53"W FOR 57.25 FEET; THENCE S70°57'59"W FOR 165.23 FEET; THENCE S50°45'17"W FOR 102.94 FEET; THENCE S47°42'20"W FOR 512.94 FEET; THENCE N65°13'37"W FOR 179.32 FEET TO A POINT OF TERMINATION OF THE BOUNDARY OF SAID PLAT OF "AUGUSTA GREENS", THE SAME BEING A POINT OF INTERSECTION WITH THE EASTERLY LINE OF "FAIRWAYS AT KEYS GATE", ACCORDING TO THE PLAT THEREOF,

AS RECORDED IN PLAT BOOK 148, AT PAGE 20, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTHEASTERLY, NORTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF SAID PLAT OF "FAIRWAYS AT KEYS GATE" FOR THE FOLLOWING COURSES, TO-WIT; THENCE N24°46'23"E FOR 1098.98 FEET; THENCE N39°58'19"E FOR 213.75 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 129°01'40" FOR 180.16 FEET TO THE POINT OF TANGENCY; THENCE N89°03'21"W FOR 422.44 FEET; THENCE N84°45'18"W FOR 90.25 FEET; THENCE N28°33'58"W FOR 236.96 FEET; THENCE S65°41'42"W FOR 156.12 FEET; THENCE N00°29'41"W FOR 198.39 FEET; THENCE N26°34'45"E FOR 78.61 FEET; THENCE N14°13'47"E FOR 41 FEET, MORE OR LESS, TO A POINT OF TERMINATION ALONG SAID BOUNDARY OF "FAIRWAYS AT KEYS GATE", WITH THE SAME POINT OF TERMINATION ALSO BEING A POINT OF INTERSECTION WITH THE SOUTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL AS CONSTRUCTED AND INTERPRETED, WITH THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 8763, AT PAGE 1275, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE IN AN EASTERLY DIRECTION, MEANDERING SAID SOUTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL FOR 5070 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF KINGMAN ROAD, THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 13410, AT PAGE 149, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S17°07'21"W ALONG SAID SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF KINGMAN ROAD FOR 115.56 FEET; THENCE S89°35'53"W FOR 259.59 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE S89°36'09"W FOR 766.98 FEET; THENCE S16°30'20"E FOR 783.15 FEET; THENCE S00°23'53"E FOR 219.42 FEET; THENCE S19°36'21"W FOR 747.96 FEET; THENCE S43°17'43"W FOR 404.82 FEET; THENCE S04°13'21"W FOR 104.22 FEET; THENCE S89°34'41"W FOR 367.39 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1475.00 FEET AND A CENTRAL ANGLE OF 08°48'16" FOR 226.66 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING N15°21'01"W AND WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S08°22'57"W FROM THE CENTER OF SAID CURVE; THENCE N15°21'01"W ALONG SAID LINE FOR 115.10 FEET; THENCE N44°34'44"E FOR 844.32 FEET; THENCE N00°06'25"E FOR 663.44 FEET; THENCE N22°30'39"W FOR 130.64 FEET; THENCE N78°32'42"W FOR 188.60 FEET; THENCE S37°21'12"W FOR 447.87 FEET; THENCE S20°49'25"W FOR 762.30 FEET; THENCE S66°25'05"W FOR 179.12 FEET; THENCE N67°22'19"W FOR 241.88 FEET; THENCE N10°34'36"E FOR 766.08 FEET; THENCE N31°53'40"E FOR 286.66 FEET; THENCE N07°15'12"W FOR 163.55 FEET; THENCE N67°37'42"W FOR 276.68 FEET; THENCE N83°05'26"W FOR 343.44 FEET; THENCE S46°31'37"W FOR 94.73 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7929-001-0010)

CLUBHOUSE PARCEL:

A PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA, BEING PORTIONS OF TRACTS 12 THROUGH 15, INCLUSIVE, IN BLOCK 4 OF SECTION 20 AND TRACTS 8 AND 9 IN BLOCK 3 OF SECTION 21 IN TOWNSHIP 57 SOUTH, RANGE 39 EAST OF THE "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF PALM DRIVE (S.W. 344TH STREET PER MIAMI-DADE COUNTY), THE SAME AS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS. VIZ:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N00°25'21"W ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 20 FOR 867.06 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET PER CITY OF HOMESTEAD), THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 13410, AT PAGE 154, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WITH SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE N89°34'40"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET) FOR 138.51 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET), S45°00'00"W FOR 123.55 FEET; THENCE S00°25'21"E FOR 117.70 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N10°58'30"E FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 286.65 FEET AND A CENTRAL ANGLE OF 76°31'54" FOR 382.89 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING S02°29'26"E, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N87°30'24"E FROM THE CENTER OF SAID CURVE; THENCE S02°29'26"E FOR 35.04 FEET; THENCE WEST FOR 88.20 FEET; THENCE SOUTH FOR 190.94 FEET; THENCE S54°03'06"E FOR 18.79 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.00 FEET AND A CENTRAL ANGLE OF 54°15'21" FOR 63.45 FEET TO THE POINT OF TANGENCY; THENCE S00°12'15"W FOR 68 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL AS CONSTRUCTED AND INTERPRETED, WITH THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 8763, AT PAGE 1275, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE IN A WESTERLY DIRECTION, MEANDERING SAID NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL FOR 1556 FEET, MORE OR LESS; THENCE DEPARTING SAID NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL, N43°31'43"E FOR 136 FEET, MORE OR LESS; THENCE N74°00'09"E FOR 249.50 FEET; THENCE N18°03'12"E FOR 219.20 FEET; THENCE N47°39'49"E FOR 136.46 FEET; THENCE N70°33'50"E FOR 73.21 FEET; THENCE S71°21'38"E FOR 66.65 FEET; THENCE S40°09'18"E FOR 73.65 FEET; THENCE S72°07'41"E FOR 134.49 FEET; THENCE N63°12'00"E FOR 133.45 FEET; THENCE S56°45'32"E FOR 70.12 FEET; THENCE S63°25'39"E FOR 43.90 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N87°22'25"W FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 286.81 FEET AND A CENTRAL ANGLE OF 78°03'17" FOR 390.72 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING N00°25'21"W AND WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N09°19'08"W FROM THE CENTER OF SAID CURVE; THENCE N00°25'21"W ALONG SAID LINE FOR 115.30 FEET; THENCE N45°00'00"W FOR 125.25 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S01°37'16"W FROM THE CENTER OF SAID CURVE AND SAID POINT OF NON-TANGENT INTERSECTION ALSO BEING A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET) AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 13410, AT PAGE 154, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET) AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3881.88 FEET AND A CENTRAL ANGLE OF 02°02'36" FOR 138.44 FEET TO THE POINT OF TANGENCY, THE SAME ALSO BEING THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7920-001-0300)

LAKE PARCEL:

A PARCEL OF LAND BEING A PORTION OF TRACTS 10 THROUGH 14, INCLUSIVE, IN BLOCK 2, SECTION 28 TOWNSHIP 57 SOUTH, RANGE 39 EAST, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 28; THENCE S89°34'41"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 153.06 FEET; THENCE N00°25'09"W FOR A DISTANCE OF 114.21 TO THE POINT OF BEGINNING; THENCE S89°50'38"W FOR A DISTANCE OF 411.10 FEET; THENCE S89°36'01"W FOR A DISTANCE OF 987.35 FEET; THENCE N89°29'50"W FOR A DISTANCE OF 224.03 FEET; THENCE N66°37'14"W FOR A DISTANCE OF 91.28 FEET; THENCE N48°43'52"E FOR A DISTANCE OF 58.88 FEET; THENCE N77°51'09"E FOR A DISTANCE OF 85.03 FEET; THENCE N87°49'30"E FOR A DISTANCE OF 201.50 FEET; THENCE S88°57'00"E FOR A DISTANCE OF 518.19 FEET; THENCE N89°01'40"E FOR A DISTANCE OF 416.74 FEET; THENCE N88°57'56"E FOR A DISTANCE OF 372.50 FEET; THENCE N00°52'15"W FOR A DISTANCE OF 229.14 FEET; THENCE N00°16'34"E FOR A DISTANCE OF 185.45 FEET; THENCE S89°59'30"E FOR A DISTANCE OF 80.04 FEET; THENCE S00°52'44"W FOR A DISTANCE OF 513.46 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7928-001-0062)

CONTAINING ALL OF ABOVE 14,183,345.91 S.F OR 325.60 ACRES +/-

Exhibit B

CDD NOTICE

Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Single-Family (60')	\$1,262.00	\$890.00	\$2,152.00
Single-Family (40')	\$1,062.00	\$890.00	\$1,952.00
Townhome	\$ 962.00	\$890.00	\$1,852.00
Villa	\$ 862.00	\$890.00	\$1,752.00

Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations Assessments</u>	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance Assessments</u>	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Single-Family (60')	\$14.83	\$59.33	\$105.17
Single-Family (40')	\$14.83	\$59.33	\$88.50
Townhome	\$14.83	\$59.33	\$80.17
Villa	\$14.83	\$59.33	\$71.83

Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Single-Family (60')	\$23,211.00	\$37,860.00
Single-Family (40')	\$19,532.00	\$31,860.00
Townhome	\$17,693.00	\$28,860.00
Villa	\$15,854.00	\$25,860.00

_____ PURCHASER'S INITIALS

1. The District. All of the residential dwelling units ("**Dwelling Units**") in East Palm Drive (the "**Development**") are also located within the boundaries of the East Palm Drive Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

____ PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The District Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

____ PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital Assessments and Administrative Assessments listed in Table 1 above and in Sections 3.2 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

____ PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non-ad valorem assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the Bonds.

____ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **\$1,262.00** for a Single-Family unit (60') (approximately **\$105.17** per month); **\$1,062.00** for a Single-Family unit (40') (approximately **\$88.50** per month); **\$962.00** for a townhome unit

(approximately \$80.17 per month) and \$862.00 for a villa unit (approximately \$71.83 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds [insert term] is approximately \$37,860.00 for a single-family unit (60'), \$31,860.00 for a single-family unit (40'), \$28,860.00 for a townhome unit and \$25,860.00 for a villa unit.

____ PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the Bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

____ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non-ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Units will be approximately \$890.00 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

____ PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the ("**District Assessments**"). While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

____ PURCHASER'S INITIALS

PURCHASER:

Print Name: _____
Date: _____

PURCHASER:

Print Name: _____
Date: _____

EXHIBIT 11

RESOLUTION OF THE CITY OF HOMESTEAD

CITY OF HOMESTEAD, FLORIDA

RESOLUTION NO. R2023-04-61

A RESOLUTION OF THE CITY OF HOMESTEAD, FLORIDA, EXPRESSING SUPPORT FOR THE ESTABLISHMENT OF THE EAST PALM DRIVE COMMUNITY DEVELOPMENT DISTRICT (CDD), AGGREGATELY ENCOMPASSING APPROXIMATELY 325.60 ACRES, MORE OR LESS, HAVING EXTERNAL BOUNDARIES AS DEPICTED AND LEGALLY DESCRIBED IN EXHIBIT "A;" APPROVING SUCH ACTION BY MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR TRANSMITTAL BY THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, Keys Gate III Trust, plans to petition Miami-Dade County to consider the adoption of an ordinance to establish the East Palm Community Development District ("CDD"), pursuant to Chapter 190, Florida Statutes; Article VIII, Section 6(1) of the Florida Constitution; and the Dade County Home Rule Charter, for the lands described in Exhibit "A;" and

WHEREAS, Miami-Dade County has indicated that it will not approve a CDD without the support of the City when all of the lands of the CDD are located within the City boundaries; and

WHEREAS, the City Council finds that the proposed CDD will constitute a timely, efficient, effective, responsive and economic method of delivering community development services in the area, without overburdening the City's taxpayers; and

WHEREAS, the City Council finds that it is in the best interest of the community and its residents to support the establishment of the CDD as a reasonable alternative to

the financing, construction, delivery and long-term operation, management, and ongoing maintenance of basic infrastructure servicing the proposed residential development.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA:

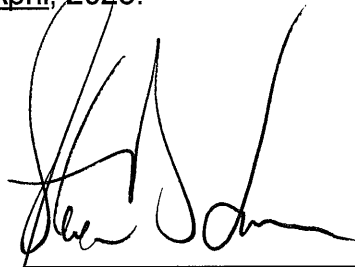
Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Approval. In accordance with County Code Section 18-2, the City of Homestead, Florida hereby expresses its support for the creation of the East Palm Community Development District, comprising of 325.60 acres, more or less, having external boundaries as depicted and legally described in Exhibit "A," attached hereto and incorporated herein, for consideration by Miami-Dade County.

Section 3. Transmittal by City Clerk. The City Clerk is hereby directed to provide a certified copy of this Resolution to the Miami-Dade County Board of County Commissioners.

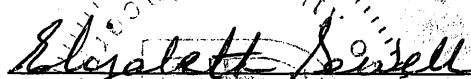
Section 4. Effective Date. That this resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 19th day of April, 2023.



STEVEN D. LOSNER,
Mayor

ATTEST:


ELIZABETH SEWELL, MPA, MMC
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE CITY ONLY:


WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
City Attorney

Moved by:
Seconded by:
Council Vote:

Councilwoman Erica G. Ávila
Councilman Sean L. Fletcher
7-0

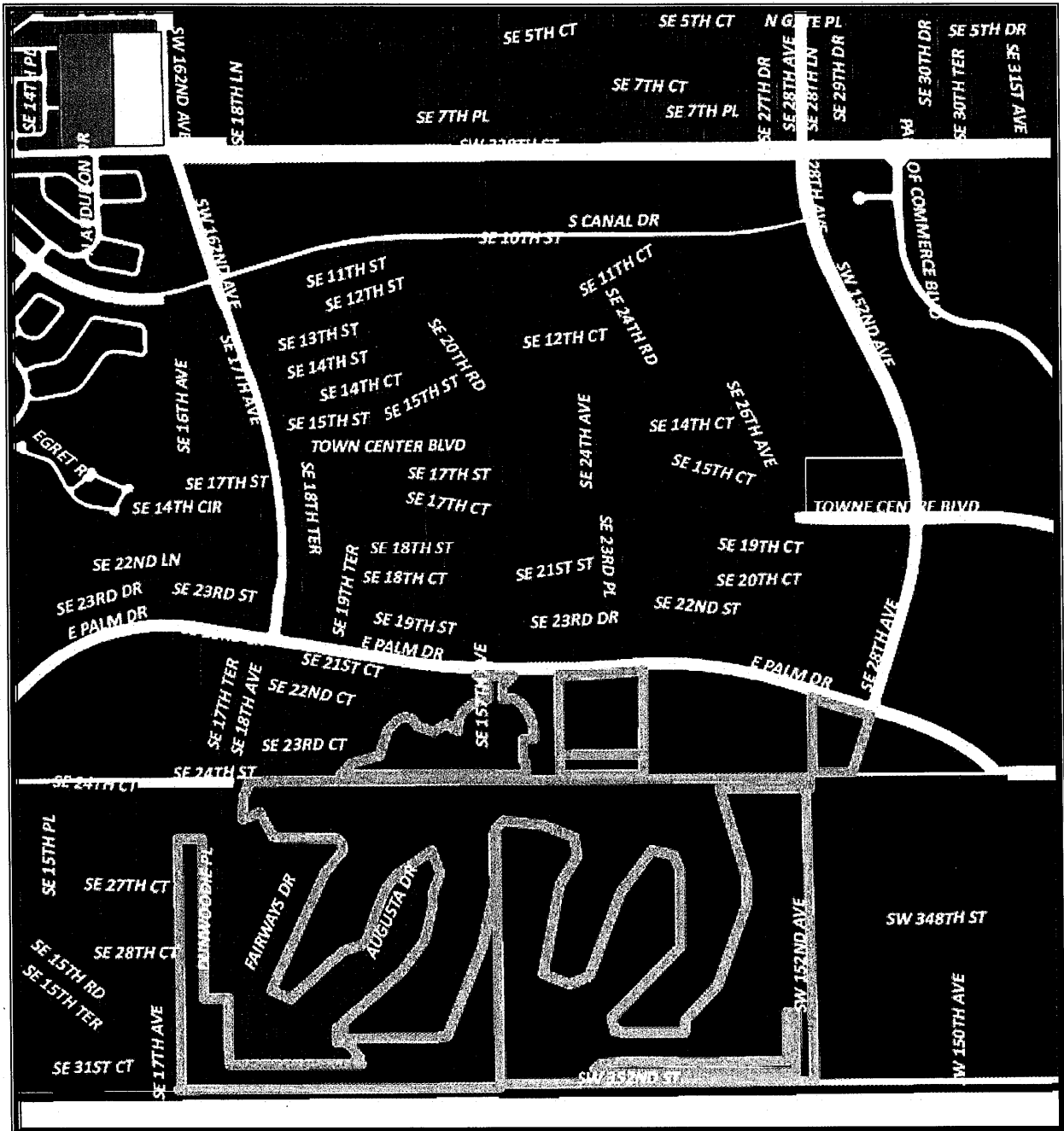
FINAL VOTE AT ADOPTION

Mayor Steven D. Losner
Vice-Mayor Julio Guzman
Councilwoman Erica G. Ávila
Councilwoman Jenifer N. Bailey
Councilwoman Patricia D. Fairclough-Staggers
Councilman Sean L. Fletcher
Councilman Larry Roth

YES
YES
YES
YES
YES
YES
YES

Exhibit "A"

EAST PALM DRIVE CDD BOUNDARY MAP AND LEGAL DESCRIPTION:



LEGAL DESCRIPTION

R2023-04-61

EAST PALM DRIVE CDD - LEGAL DESCRIPTION

PARCEL 2:

A PARCEL OF LAND BEING A PORTION OF SECTION 21, TOWNSHIP 57 SOUTH, RANGE 39 EAST, CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA, BEING PORTIONS OF TRACTS 11 THROUGH 15, INCLUSIVE, BLOCK 3, TOGETHER WITH PORTIONS OF TRACTS 15, 16, AND 17, OF BLOCK 4, OF PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF KINGMAN ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410, PAGE 149, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410, PAGE 154, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE CONTINUE S17°07'21"W ALONG THE SOUTHWESTERLY PROLONGATION OF SAID CENTERLINE OF KINGMAN ROAD FOR 483 FEET, MORE OR LESS, TO THE NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL, AS LOCATED BY POST, BUCKLEY, SCHUH & JERNIGAN, INC., ON APRIL 23, 1993; THENCE WESTERLY MEANDERING THE NORTHERLY TOP OF BANK FOR 1838 FEET, MORE OR LESS; THENCE NORTH 860.17 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PALM DRIVE, THE SAME ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N03°08'26"W FROM THE CENTER OF SAID CURVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 3533.61 FEET AND A CENTRAL ANGLE OF 20°15'47" FOR 1249.69 FEET TO THE POINT OF TANGENCY; THENCE S72°52'39"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE FOR 780.92 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NUMBERS: 10-7921-001-0181 AND FOLIO NO.10-7921-001-0231)

PARCEL 3:

A PARCEL OF LAND BEING PORTIONS OF TRACT 8, 9, 10 AND 11 OF BLOCK 3 IN SECTION 21, TOWNSHIP 57 SOUTH, RANGE 39 EAST OF "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF KINGMAN ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOKS 13410 AT PAGE 149 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WITH THE SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410 AT PAGE 154 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S17°07'21"W ALONG SAID SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF KINGMAN ROAD FOR 483.00 FEET, MORE OR LESS, TO THE NORTHERLY TOP OF SLOPE OF THE FLORIDA CITY CANAL AS FIELD LOCATED BY POST, BUCKLEY, SCHUH & JERNIGAN, INC. ON APRIL 23, 1993; THENCE WESTERLY MEANDERING SAID NORTHERLY TOP OF SLOPE FOR 1838.14 FEET, TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE WEST, ALONG SAID NORTHERLY TOP OF SLOPE, FOR 709.95 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITS OF THE KEYS GATE GOLF COURSE; THENCE NORTH FOR 831.00 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE FOR THE FOLLOWING FOUR (4) COURSES; (1) N89°34'39"E FOR 121.70 FEET TO A POINT OF CURVATURE OF CIRCULAR CURVE CONCAVE TO THE NORTHWEST; (2) NORTHEASTERLY ALONG THE ARC OF SAID

CURVE HAVING A RADIUS OF 4513.79 FEET AND A CENTRAL ANGLE OF 04°30'01" FOR 354.50 FEET TO THE POINT OF TANGENCY; (3) N85°04'38"E FOR 125.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH; (4) NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 3533.61 FEET AND A CENTRAL ANGLE OF 01°46'56" FOR 109.92 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING SOUTH, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N03°08'26"W FROM THE CENTER OF SAID CURVE; THENCE SOUTH ALONG SAID LINE FOR 860.17 FEET; TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NUMBERS: 10-7921-001-0180 AND 10-7921-001-0185)

PARCEL 7:

A PARCEL OF LAND BEING A PORTION OF TRACT 1 AND PORTIONS OF TRACTS 6 THROUGH 16 INCLUSIVE, IN BLOCK 1, SECTION 29, PORTIONS OF TRACTS 6, 7 AND 8 IN BLOCK 1 AND PORTIONS OF TRACTS 1 THROUGH 16 INCLUSIVE, IN BLOCK 2 SECTION 28, TOWNSHIP 57 SOUTH, RANGE 39 EAST, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 29; THENCE N00°29'41"W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29 FOR 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW 352ND STREET AS RECORDED IN DEED BOOK 1683 AT PAGE 307 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SAID WEST LINE OF NORTHEAST 1/4 FOR A DISTANCE OF 2144.93 FEET TO ITS INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND OWNED BY FLORIDA POWER AND LIGHT COMPANY; THENCE N89°30'25"E FOR 205.00 FEET; THENCE S00°29'41"E FOR 1357.01 FEET; THENCE N89°30'19"E FOR A DISTANCE OF 200.00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF "FAIRWAYS AT KEYSGATE", ACCORDING TO PLAT BOOK 148 AT PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE SOUTHERLY, EASTERLY, AND NORTHERLY ALONG THE BOUNDARIES OF SAID PLAT OF "FAIRWAYS AT KEYSGATE" FOR THE FOLLOWING NINE (9) COURSES; THENCE (1) S00°29'41"E FOR A DISTANCE OF 542.47 FEET TO POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST; THENCE (2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90°03'36" FOR A DISTANCE OF 39.30 FEET TO A POINT OF TANGENCY; THENCE (3) N89°26'43"E FOR A DISTANCE OF 1102.79 FEET TO A POINT OF CUSP OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, A RADIAL LINE FROM SAID POINT BEARS N00°33'17"E; THENCE (4) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°12'39" FOR AN ARC DISTANCE OF 65.73 FEET; THENCE (5) N49°39'22"E FOR A DISTANCE OF 50.00 FEET; THENCE (6) N40°20'38"W FOR A DISTANCE OF 122.33 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST; THENCE (7) NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°12'39" FOR AN ARC DISTANCE OF 65.73 FEET TO A POINT OF TANGENCY; THENCE (8) S89°26'43"W FOR A DISTANCE OF 52.51 FEET; THENCE (9) N00°29'41"W FOR A DISTANCE OF 130.00 FEET TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY LINE OF "AUGUSTA GREENS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150 AT PAGE 77 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N89°26'43"E ALONG SAID SOUTHERLY LINE OF "AUGUSTA GREENS" FOR A DISTANCE OF 52.37 FEET; THENCE; S00°33'16"E FOR A DISTANCE OF 93.72 FEET; THENCE N89°28'16"E FOR A DISTANCE OF 720.84 FEET TO A POINT OF CURVATURE CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 998.16 FEET, THROUGH A CENTRAL ANGLE OF 09°23'59" FOR AN ARC DISTANCE OF 163.75 FEET TO A POINT ON A NON-

TANGENT LINE; THENCE N21°59'05"E FOR A DISTANCE OF 813.64 FEET; THENCE N12°47'37"E FOR A DISTANCE OF 516.84 FEET; THENCE N01°40'18"W FOR A DISTANCE OF 455.51 FEET; THENCE N46°31'37"E FOR A DISTANCE OF 128.05 FEET; THENCE S83°05'26"E FOR A DISTANCE OF 343.44 FEET; THENCE S67°37'42"E FOR A DISTANCE OF 276.68 FEET; THENCE S07°15'12"E FOR A DISTANCE OF 163.55 FEET; THENCE S31°53'40"W FOR A DISTANCE OF 286.66 FEET; THENCE S10°34'36"W FOR A DISTANCE OF 766.08 FEET; THENCE S67°22'19"E FOR A DISTANCE OF 241.88 FEET; THENCE N66°25'05"E FOR A DISTANCE OF 179.12 FEET; THENCE N20°49'25"E FOR A DISTANCE OF 762.30 FEET; THENCE N37°21'12"E FOR A DISTANCE OF 447.87 FEET; THENCE S78°32'42"E FOR A DISTANCE OF 188.60 FEET; THENCE S22°30'39"E FOR A DISTANCE OF 130.64 FEET; THENCE S00°06'25"W FOR A DISTANCE OF 663.44 FEET; THENCE S44°34'44"W FOR A DISTANCE OF 844.32 FEET; THENCE S15°21'01"E FOR A DISTANCE OF 115.10 FEET TO A POINT ON A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, A RADIAL LINE FROM SAID POINT BEARS N08°22'57"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1475.00 FEET, THROUGH A CENTRAL ANGLE OF 08°48'16" FOR AN ARC DISTANCE OF 226.66 FEET TO A POINT OF TANGENCY; THENCE N89°34'41"E FOR A DISTANCE OF 367.39 FEET; THENCE N04°13'21"E FOR A DISTANCE OF 104.22 FEET; THENCE N43°17'43"E FOR A DISTANCE OF 404.82 FEET; THENCE N19°36'21"E FOR A DISTANCE OF 747.96 FEET; THENCE N00°23'53"W FOR A DISTANCE OF 219.42 FEET; THENCE N16°30'20"W FOR A DISTANCE OF 783.15 FEET; THENCE N89°36'09"E FOR A DISTANCE OF 766.98 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE N89°35'53"E FOR A DISTANCE OF 259.59 FEET; THENCE N17°07'21"E FOR A DISTANCE OF 115.56 FEET; THENCE N89°33'16"E FOR A DISTANCE OF 57.69 FEET; THENCE S17°07'21"W FOR A DISTANCE OF 513.38 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF A SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 4190.00 FEET, THROUGH A CENTRAL ANGLE OF 17°37'47" FOR AN ARC DISTANCE OF 1289.26 FEET TO A POINT OF TANGENCY, THE SAME BEING A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 28; THENCE S00°30'26"E ALONG SAID EAST LINE FOR A DISTANCE OF 852.20 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF SW 352ND STREET; THENCE S89°34'41"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2668.61 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 28; THENCE S89°26'43"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 2709.20 FEET TO THE POINT OF BEGINNING.

LESS:

A PARCEL OF LAND BEING A PORTION OF TRACTS 10 THROUGH 14, INCLUSIVE, IN BLOCK 2, SECTION 28 TOWNSHIP 57 SOUTH, RANGE 39 EAST, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 28; THENCE S89°34'41"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 153.06 FEET; THENCE N00°25'09"W FOR A DISTANCE OF 114.21 TO THE POINT OF BEGINNING; THENCE S89°50'38"W FOR A DISTANCE OF 411.10 FEET; THENCE S89°36'01"W FOR A DISTANCE OF 987.35 FEET; THENCE N89°29'50"W FOR A DISTANCE OF 224.03 FEET; THENCE N66°37'14"W FOR A DISTANCE OF 91.28 FEET; THENCE N48°43'52"E FOR A DISTANCE OF 58.88 FEET; THENCE N77°51'09"E FOR A DISTANCE OF 85.03 FEET; THENCE N87°49'30"E FOR A DISTANCE OF 201.50 FEET; THENCE S88°57'00"E FOR A DISTANCE OF 518.19 FEET; THENCE N89°01'40"E FOR A DISTANCE OF 416.74 FEET; THENCE N88°57'56"E FOR A DISTANCE OF 372.50 FEET; THENCE N00°52'15"W FOR A DISTANCE OF 229.14 FEET; THENCE N00°16'34"E FOR A DISTANCE OF 185.45 FEET; THENCE S89°59'30"E FOR A DISTANCE OF 80.04 FEET; THENCE S00°52'44"W FOR A DISTANCE OF 513.46 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7928-001-0060)

GOLF COURSE PARCEL:

A PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT 6 IN BLOCK 1, TRACTS 1 THROUGH 8, INCLUSIVE AND TRACTS 10 THROUGH 13, INCLUSIVE, AND TRACTS 15 AND 16 IN BLOCK 2 OF SECTION 28, TRACTS 1 THROUGH 6, INCLUSIVE, TRACTS 10 THROUGH 16, INCLUSIVE, IN BLOCK 1 OF SECTION 29 IN TOWNSHIP 57 SOUTH, RANGE 39 EAST, OF THE "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF PALM DRIVE (S.W. 344TH STREET PER MIAMI-DADE COUNTY), THE SAME AS BEING MORE PARTICULARLY DESCRIBED BY "METES AND BOUNDS" AS FOLLOWS, VIZ:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE S00°34'23"E ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 29 FOR 455.26 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE S46°31'37"W FOR 33.32 FEET; THENCE S01°40'18"E FOR 455.51 FEET; THENCE S12°47'37"W FOR 516.84 FEET; THENCE S21°59'05"W FOR 813.64 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S09°55'43"E FROM THE CENTER OF SAID CURVE; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 998.16 FEET AND A CENTRAL ANGLE OF 09°23'59" FOR 163.75 FEET TO THE POINT OF TANGENCY; THENCE S89°28'16"W FOR 720.84 FEET; THENCE N00°33'16"W FOR 137.55 FEET TO A POINT OF INTERSECTION WITH A SOUTHERLY LINE OF "AUGUSTA GREENS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150, AT PAGE 77, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTHEASTERLY, NORTHERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHWESTERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF SAID PLAT OF "AUGUSTA GREENS" FOR THE FOLLOWING COURSES, TO-WIT; THENCE N49°31'03"E FOR 654.01 FEET; THENCE N36°57'07"E FOR 314.57 FEET; THENCE N19°40'01"E FOR 76.98 FEET; THENCE N12°57'41"E FOR 260.06 FEET; THENCE N02°03'49"W FOR 76.60 FEET; THENCE N19°35'44"E FOR 198.13 FEET; THENCE N18°29'18"W FOR 205.20 FEET; THENCE S56°22'02"W FOR 359.00 FEET; THENCE S39°59'19"W FOR 148.99 FEET; THENCE S22°51'05"W FOR 148.99 FEET; THENCE S19°41'30"W FOR 323.36 FEET; THENCE S39°51'53"W FOR 57.25 FEET; THENCE S70°57'59"W FOR 165.23 FEET; THENCE S50°45'17"W FOR 102.94 FEET; THENCE S47°42'20"W FOR 512.94 FEET; THENCE N65°13'37"W FOR 179.32 FEET TO A POINT OF TERMINATION OF THE BOUNDARY OF SAID PLAT OF "AUGUSTA GREENS", THE SAME BEING A POINT OF INTERSECTION WITH THE EASTERLY LINE OF "FAIRWAYS AT KEYS GATE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 148, AT PAGE 20, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTHEASTERLY, NORTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF SAID PLAT OF "FAIRWAYS AT KEYS GATE" FOR THE FOLLOWING COURSES, TO-WIT; THENCE N24°46'23"E FOR 1098.98 FEET; THENCE N39°58'19"E FOR 213.75 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 129°01'40" FOR 180.16 FEET TO THE POINT OF TANGENCY; THENCE N89°03'21"W FOR 422.44 FEET; THENCE N84°45'18"W FOR 90.25 FEET; THENCE N28°33'58"W FOR 236.96 FEET; THENCE S65°41'42"W FOR 156.12 FEET; THENCE N00°29'41"W FOR 198.39 FEET; THENCE N26°34'45"E FOR 78.61 FEET; THENCE N14°13'47"E FOR 41 FEET, MORE OR LESS, TO A POINT OF TERMINATION ALONG SAID BOUNDARY OF "FAIRWAYS AT KEYS GATE", WITH THE SAME POINT OF TERMINATION ALSO BEING A POINT OF INTERSECTION WITH THE SOUTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL AS CONSTRUCTED AND INTERPRETED, WITH THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 8763, AT PAGE 1275, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE IN AN EASTERLY DIRECTION, MEANDERING SAID SOUTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL FOR 5070 FEET, MORE OR LESS TO A POINT

OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF KINGMAN ROAD, THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 13410, AT PAGE 149, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S17°07'21"W ALONG SAID SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF KINGMAN ROAD FOR 115.56 FEET; THENCE S89°35'53"W FOR 259.59 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE S89°36'09"W FOR 766.98 FEET; THENCE S16°30'20"E FOR 783.15 FEET; THENCE S00°23'53"E FOR 219.42 FEET; THENCE S19°36'21"W FOR 747.96 FEET; THENCE S43°17'43"W FOR 404.82 FEET; THENCE S04°13'21"W FOR 104.22 FEET; THENCE S89°34'41"W FOR 367.39 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1475.00 FEET AND A CENTRAL ANGLE OF 08°48'16" FOR 226.66 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING N15°21'01"W AND WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S08°22'57"W FROM THE CENTER OF SAID CURVE; THENCE N15°21'01"W ALONG SAID LINE FOR 115.10 FEET; THENCE N44°34'44"E FOR 844.32 FEET; THENCE N00°06'25"E FOR 663.44 FEET; THENCE N22°30'39"W FOR 130.64 FEET; THENCE N78°32'42"W FOR 188.60 FEET; THENCE S37°21'12"W FOR 447.87 FEET; THENCE S20°49'25"W FOR 762.30 FEET; THENCE S66°25'05"W FOR 179.12 FEET; THENCE N67°22'19"W FOR 241.88 FEET; THENCE N10°34'36"E FOR 766.08 FEET; THENCE N31°53'40"E FOR 286.66 FEET; THENCE N07°15'12"W FOR 163.55 FEET; THENCE N67°37'42"W FOR 276.68 FEET; THENCE N83°05'26"W FOR 343.44 FEET; THENCE S46°31'37"W FOR 94.73 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7929-001-0010)

CLUBHOUSE PARCEL:

A PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA, BEING PORTIONS OF TRACTS 12 THROUGH 15, INCLUSIVE, IN BLOCK 4 OF SECTION 20 AND TRACTS 8 AND 9 IN BLOCK 3 OF SECTION 21 IN TOWNSHIP 57 SOUTH, RANGE 39 EAST OF THE "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF PALM DRIVE (S.W. 344TH STREET PER MIAMI-DADE COUNTY), THE SAME AS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS. VIZ:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N00°25'21"W ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 20 FOR 867.06 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET PER CITY OF HOMESTEAD), THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 13410, AT PAGE 154, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WITH SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE N89°34'40"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET) FOR 138.51 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET), S45°00'00"W FOR 123.55 FEET; THENCE S00°25'21"E FOR 117.70 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N10°58'30"E FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 286.65 FEET AND A CENTRAL ANGLE OF 76°31'54" FOR 382.89 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING S02°29'26"E, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N87°30'24"E FROM THE CENTER OF SAID CURVE; THENCE S02°29'26"E FOR 35.04 FEET; THENCE WEST FOR 88.20 FEET; THENCE SOUTH FOR 190.94 FEET; THENCE S54°03'06"E FOR 18.79 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.00 FEET AND

A CENTRAL ANGLE OF 54°15'21" FOR 63.45 FEET TO THE POINT OF TANGENCY; THENCE S00°12'15"W FOR 68 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL AS CONSTRUCTED AND INTERPRETED, WITH THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 8763, AT PAGE 1275, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE IN A WESTERLY DIRECTION, MEANDERING SAID NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL FOR 1556 FEET, MORE OR LESS; THENCE DEPARTING SAID NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL, N43°31'43"E FOR 136 FEET, MORE OR LESS; THENCE N74°00'09"E FOR 249.50 FEET; THENCE N18°03'12"E FOR 219.20 FEET; THENCE N47°39'49"E FOR 136.46 FEET; THENCE N70°33'50"E FOR 73.21 FEET; THENCE S71°21'38"E FOR 66.65 FEET; THENCE S40°09'18"E FOR 73.65 FEET; THENCE S72°07'41"E FOR 134.49 FEET; THENCE N63°12'00"E FOR 133.45 FEET; THENCE S56°45'32"E FOR 70.12 FEET; THENCE S63°25'39"E FOR 43.90 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N87°22'25"W FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 286.81 FEET AND A CENTRAL ANGLE OF 78°03'17" FOR 390.72 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING N00°25'21"W AND WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N09°19'08"W FROM THE CENTER OF SAID CURVE; THENCE N00°25'21"W ALONG SAID LINE FOR 115.30 FEET; THENCE N45°00'00"W FOR 125.25 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S01°37'16"W FROM THE CENTER OF SAID CURVE AND SAID POINT OF NON-TANGENT INTERSECTION ALSO BEING A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET) AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 13410, AT PAGE 154, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET) AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3881.88 FEET AND A CENTRAL ANGLE OF 02°02'36" FOR 138.44 FEET TO THE POINT OF TANGENCY, THE SAME ALSO BEING THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7920-001-0300)

LAKE PARCEL:

A PARCEL OF LAND BEING A PORTION OF TRACTS 10 THROUGH 14, INCLUSIVE, IN BLOCK 2, SECTION 28 TOWNSHIP 57 SOUTH, RANGE 39 EAST, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 28; THENCE S89°34'41"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 153.06 FEET; THENCE N00°25'09"W FOR A DISTANCE OF 114.21 TO THE POINT OF BEGINNING; THENCE S89°50'38"W FOR A DISTANCE OF 411.10 FEET; THENCE S89°36'01"W FOR A DISTANCE OF 987.35 FEET; THENCE N89°29'50"W FOR A DISTANCE OF 224.03 FEET; THENCE N66°37'14"W FOR A DISTANCE OF 91.28 FEET; THENCE N48°43'52"E FOR A DISTANCE OF 58.88 FEET; THENCE N77°51'09"E FOR A DISTANCE OF 85.03 FEET; THENCE N87°49'30"E FOR A DISTANCE OF 201.50 FEET; THENCE S88°57'00"E FOR A DISTANCE OF 518.19 FEET; THENCE N89°01'40"E FOR A DISTANCE OF 416.74 FEET; THENCE N88°57'56"E FOR A DISTANCE OF 372.50 FEET; THENCE N00°52'15"W FOR A DISTANCE OF 229.14 FEET; THENCE N00°16'34"E FOR A DISTANCE OF 185.45 FEET; THENCE S89°59'30"E FOR A DISTANCE OF 80.04 FEET; THENCE S00°52'44"W FOR A DISTANCE OF 513.46 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7928-001-0062)

CONTAINING ALL OF ABOVE 14,183,345.91 S.F OR 325.60 ACRES +/-



CFN 2014R0746564
DR Bk 29367 Pgs 2880 - 2889; (10pgs)
RECORDED 10/28/2014 14:22:22
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

**THIS INSTRUMENT PREPARED BY
AND RECORD & RETURN TO:**

Terri G. Sonn, Esq.
Sonn & Mittelman, P.A.
2999 NE 191st Street, Suite 409
Aventura, FL 33180

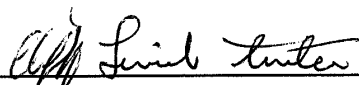
AFFIDAVIT OF TRUSTEE/Declaration of Appointment

BEFORE ME, the undersigned authority, personally appeared Clifford Lincoln, who after first being duly sworn deposes and says that:

1. I am the Trustee for the following trust: Clifford Lincoln as trustee of the Keys Gate III Trust, u/i/d June 30, 1998 (as revised June 10, 2002) (the "Trust").
2. The following real property is held under the terms of the Trust:

See attached Exhibit A attached hereto and incorporated herein by reference.
3. The powers of the Trustee have not been revoked or were not revoked during the period of time the Trustee held title.
4. That after Michael Latterner, resigned as Trustee, I was appointed as Trustee by the Beneficiaries of the Trust whose ownership interests represent more than eighty percent of the ownership. I attach hereto evidence of the resignation of Michael Latterner and confirmation of my appointment by the prior Trustee.
5. I have made an examination of the Trust and amendments, if any, and found no contradictory powers.
6. The Trust is in full force and effect.

FURTHER AFFIANT SAYETH NOT.



Clifford Lincoln, as Trustee
888 Kingman Road
Homestead, Florida 33035

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 12th day of October, 2014, by
Clifford Lincoln, as trustee, who is personally known to me or produced _____
_____ as identification.

Terr G. Sonn

Notary Public, State of Florida

My commission expires:

Print name of notary public





CFN 2013R0345505
DR Bk 28610 Pgs 0347 - 348 (2pgs)
RECORDED 05/02/2013 07:20:19
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This document prepared by and
is to be returned to:

Terri Grumer Sonn
Sonn & Mittelman, P.A.
2999 NE 191st Street
suite 409
Aventura, Florida 33180

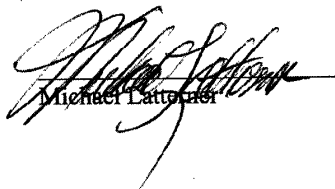
State of Florida
County of Miami-Dade

Affidavit of Resignation of Michael Latterner
as Trustee of the Keys Gate III Trust, u/i/d June 30, 1998, as revised June 10, 2002

Before me the undersigned notary appeared, Michael Latterner, who after being duly sworn
deposes and says:

1. I, Michael Latterner, hereby resign as Trustee of the Keys Gate III Trust, u/i/d June 30, 1998, as revised June 10, 2002 (the "Trust").
2. I have given thirty (30) days notice to all beneficiaries of the Trust and they have appointed Clifford Lincoln, as successor trustee. I hereby certify that Clifford Lincoln was appointed by at least fifty-one percent (51%) of the beneficiaries of the Trust.
3. I further certify that the Trust was further amended to create a successor Trustee to Clifford Lincoln upon his resignation or death. At least fifty-one percent (51%) of the beneficiaries of the Trust appointed Patrick Gleber as successor Trustee after Clifford Lincoln's resignation or death. Finally, I certify that at least fifty-one percent (51%) of the beneficiaries of the Trust appointed Wayne Rosen to be the successor Trustee after Patrick Gleber's resignation or death.

Further Affiant Sayeth Naught.


Michael Latterner

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

The foregoing instrument was acknowledged before me this 17th day of April, 2013, by Michael Latterner, individually and as Trustee of the Keys Gate III Trust, u/i/d June 30, 1998, as revised June 10, 2002 the who is personally known to me or who has produced _____
(type of identification) as identification.

My Commission Expires:



C. Vargas
NOTARY PUBLIC
State of Florida

N:\LATTERNER\personal\restructure\resignation\Resignation of Michael LatternerI.wpd

Exhibit A

The land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

PARCEL 1

Tracts 1 and 16 in Block 4 lying in Section 19, Township 57 South, Range 39 East, of Plat of lands belonging to the Miami Land and Development Company, according to the plat thereof, as recorded in Plat Book 5, at Page 10, of the Public Records of Miami-Dade County, Florida; less therefrom the North 30 feet and the East 30 feet thereof, as conveyed to Miami-Dade County pursuant to the deed recorded in Deed Book 1683 at Page 307 of the Public Records of Miami-Dade County, Florida, the said North 30 feet and East 30 feet being the same right of way delineated on said plat of Plat of lands belonging to the Miami Land Development Company.

(For informational purposes only: folio no. 10-7919-001-0430)

PARCEL 2

A parcel of land being a portion of Section 21, Township 57 South, Range 39 East, City of Homestead, Miami-Dade County, Florida, being portions of Tracts 11 through 15, inclusive, Block 3, together with portions of Tracts 15, 16, and 17, of Block 4, of Plat of lands belonging to the Miami Land and Development Company, according to the plat thereof, as recorded in Plat Book 5, at Page 10, of the Public Records of Dade County, Florida, said parcel being more particularly described as follows:

BEGIN at the intersection of the Southwesterly prolongation of the centerline of Kingman Road, as described in Official Records Book 13410, Page 149, with the Southerly right-of-way line of Palm Drive, as described in Official Records Book 13410, Page 154, both of the Public Records of Miami-Dade County, Florida; thence continue S17°07'21"W along the Southwesterly prolongation of said centerline of Kingman Road for 483 feet, more or less, to the Northerly top of bank of the Florida City Canal, as located by Post, Buckley, Schuh & Jernigan, Inc., on April 23, 1993; thence Westerly meandering the Northerly top of bank for 1838 feet, more or less; thence North 860.17 feet to a point of intersection with the Southerly right-of-way line of said Palm Drive, the same also being a point of non-tangent intersection with the arc of a circular curve concave to the Southwest, with said point of non-tangent intersection bearing N03°08'26"W from the center of said curve; thence along said Southerly right-of-way line of Palm Drive and the arc of said curve, having a radius of 3533.61 feet and a central angle of 20°15'47" for 1249.69 feet to the point of tangency; thence S72°52'39"E along said Southerly right-of-way line of Palm Drive for 780.92 feet to THE POINT OF BEGINNING.

(For informational purposes only: Folio numbers: 10-7921-001-0181 and Folio No. 10-7921-001-0231)

PARCEL 3

A parcel of land being portions of Tract 8, 9, 10 and 11 of Block 3 in Section 21, Township 57 South, Range 39 East of "Plat of Lands Belonging to the Miami Land and Development Company", according to the plat thereof, as recorded in Plat Book 5 at Page 10 of the Public Records of Miami-Dade County, Florida, the same being more particularly described by metes and bounds as follows:

Commence at the point of intersection of the Southwesterly prolongation of the centerline of Kingman Road, as described in Official Records Books 13410 at Page 149 of the Public Records of Miami-Dade County, Florida, with the Southerly Right of Way line of Palm Drive as described in Official Records Book 13410 at Page 154 of the Public Records of Miami-Dade County, Florida; thence S17°07'21"W along said Southwesterly prolongation of the centerline of Kingman Road for 483.00 feet, more or less, to the Northerly top of slope of the Florida City Canal as field located by Post, Bluckley, Schuh & Jernigan, Inc. on April 23, 1993; thence Westerly meandering said Northerly top of slope for 1838.14 feet, to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue West, along said Northerly Top of Slope, for 709.95 feet more or less to a point of intersection with the Easterly limits of the Keys Gate Golf Course; thence North for 831.00 feet, more or less, to the point of intersection with said Southerly right of way line of Palm Drive; thence along said Southerly right of way line of Palm Drive for the following four (4) courses; (1) N89° 34'39"E for 121.70 feet to a point of curvature of circular curve concave to the Northwest; (2) Northeasterly along the arc of said curve having a radius of 4513.79 feet and a central angle of 04°30'01" for 354.50 feet to the point of tangency; (3) N85° 04'38"E for 125.00 feet to a point of curvature of a circular curve concave to the South; (4) Northeasterly along the arc of said curve having a radius of 3533.61 feet and a central angle of 01°46'56" for 109.92 feet to a point of non-tangent intersection with a line bearing South, with said point of non-tangent intersection bearing N03°08'26"W from the center of said curve; thence South along said line for 860.17 feet; to the Point of Beginning.

(For informational purposes only: folio numbers: 10-7921-001-0180 and 10-7921-001-0185)

PARCEL 4

Tract U-1 of "Keys Gate No. One", according to the Plat thereof, as recorded in Plat Book 133 at Page 3, of the Public Records of Miami-Dade County, Florida, less the West 33.90 feet of said Tract U-1.

(For informational purposes only: Folio No. 10-7916-002-2880 and Folio no. 10-7916-002-2885)

PARCEL 5

A parcel of land being portion of Tracts 12, through 18 inclusive of Block 1, Tracts 1 through 3 inclusive, Tracts 13 through 16 inclusive of Block 2, and portion of Tract 1 of Block 3 of "PLAT OF LANDS BELONGING TO THE MIAMI LAND DEVELOPMENT COMPANY", according to the plat thereof, as recorded in Plat Book 5, at Page 10 of the Public Records of Miami-Dade

County, Florida, all in Section 21, Township 57 South, Range 39 East and being more particularly described as follows:

Commence at the Southeast Corner of Tract V-1 of "KEYS GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 3 of the Public Records of Miami-Dade County Florida; thence S00deg22min57secE along the Southerly projection of the Easterly line of said Tract V-1 for 50.00 feet to an intersection with the Southerly Right-of-Way line of South Canal Drive as described and dedicated in Official Records Book 13507, Page 559 of the Public Records of Miami-Dade County, Florida; thence N89deg02min58secE along said Southerly Right-of-Way line for 99.18 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence along said Southerly Right-of-Way line for the following three (3) courses; (1) N89deg02min58secE for 422.25 feet to a point of curvature of a circular curve to the left concave to the Northwest; (2) thence Northeasterly along the arc of said curve having a radius of 2390.00 feet through a central angle of 16deg16min15sec for an arc distance of 678.71 feet to a point of reverse curvature of a circular curve to the right, concave to the Southwest; (3) thence Southeasterly along the arc of said curve having a radius of 25.00 feet through a central angle of 92deg07min58sec for an arc distance of 40.20 feet to its intersection with the Westerly Right-of-Way line of Kingman Road as described and dedicated in Official Records Book 13410, Page 149 and Official Records Book 13452, Page 2751 of the Public Records of Miami-Dade County, Florida, said point also being a point of reverse curvature of a circular curve to the left, concave to the Northeast, the following three (3) courses being along said Westerly Right-of-Way line; (1) thence Southeasterly along the arc of said curve having a radius of 2610.93 feet through a central angle of 10deg23min06sec for an arc distance of 473.24 feet to the point of tangency; (2) thence S25deg28min26secE for 1050.34 feet to a point of curvature of a circular curve to the right concave to the Southwest; (3) thence Southeasterly along the arc of said curve having a radius of 2545.00 feet through a central angle of 24deg29min14sec for an arc distance of 1087.69 feet to a point of compound curvature to a circular curve to the right, concave to the Northwest; thence Southerly and Southwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 90deg34min06sec for an arc distance of 39.52 feet to a point of tangency; thence S89deg34min54secW for a distance of 960.49 feet; thence N25deg00min30secW for 1855.14 feet; thence N21deg05min02secW for a distance of 124.33 feet; thence N19deg59min55secW for 117.91 feet; thence N18deg26min59secW for a distance of 159.28 feet; thence N16deg56min29secW for a distance of 181.64 feet; thence N10deg18min52secW for a distance of 147.72 feet to the POINT OF BEGINNING.

(For informational purposes only: folio numbers 10-7921-001-0050; 10-7921-001-0233, and 10-7921-001-0182)

PARCEL 6

A parcel of Land being portions of Tracts 1 and 16, Block 3, and Tracts 9 through 13 inclusive of Block 4, of "PLAT OF LANDS BELONGING TO THE MIAMI LAND DEVELOPMENT COMPANY", according to the plat thereof, as recorded in Plat Book 5, at Page 10 of the Public Records of Miami-Dade County, Florida, all in Section 21, Township 57 South, Range 39 East and

being more particularly described as follows:

Commence at the Northeast Corner of Tract "A", of "CENTER GATE No. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 7 of the Public Records of Dade County, Florida; thence S00deg31min16secE, along the Easterly Line of said Tract "A", for a distance of 15.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue along the last described course for a distance of 647.03 feet; thence N89deg34min54secE for a distance of 865.90 feet to its intersection with the Westerly Right-of-Way line of Kingman Road as described and dedicated in Official Records Book 13410, Page 149 and Official Records Book 13452, Page 2751 of the Public Records of Dade County, Florida, said point also being on a circular curve to the left, concave to the Northwest, a radial line from said point bears N72deg52min39secW; thence Northeasterly along the arc of said curve, having for its elements a radius of 2545.00 feet, through a central angle of 14deg14min32sec for an arc distance of 632.63 feet to a point of compound curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 93deg17min55sec for an arc distance of 40.71 feet to a point of tangency; thence S89deg34min54secW for a distance of 956.23 feet to the POINT OF BEGINNING.

(For informational purposes: folio no. 10-7921-001-0230).

PARCEL 7

A parcel of land being a portion of Tract 1 and portions of Tracts 6 through 16 inclusive, in Block 1, Section 29, portions of Tracts 6, 7 and 8 in Block 1 and portions of Tracts 1 through 16 inclusive, in Block 2 Section 28, Township 57 South, Range 39 East, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", according to the plat thereof, as recorded in Plat Book 5 at Page 10 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the center of said Section 29; thence N00°29'41"W along the West line of the Northeast 1/4 of said Section 29 for 30.00 feet to a point on the North right-of-way line of SW 352nd Street as recorded in Deed Book 1683 at Page 307 of the Public Records of Miami-Dade County, Florida, said point also being the POINT OF BEGINNING of the following described parcel of land; thence continue along the said West line of Northeast 1/4 for a distance of 2144.93 feet to its intersection with the Westerly extension of the South line of a parcel of land owned by Florida Power and Light Company; thence N89°30'25"E for 205.00 feet; thence S00°29'41"E for 1357.01 feet; thence N89°30'19"E for a distance of 200.00 feet to a point of intersection with the West line of "FAIRWAYS AT KEYS GATE", according to Plat Book 148 at Page 20 of the Public Records of Miami-Dade County, Florida; thence Southerly, Easterly, and Northerly along the boundaries of said plat of "FAIRWAYS AT KEYS GATE" for the following nine (9) courses; thence (1) S00°29'41"E for a distance of 542.47 feet to point of curvature of a circular curve to the left, concave to the Northeast; thence (2) Southeasterly along the arc of said curve having for its elements a radius of 25.00 feet through a central angle of 90°03'36" for a distance of 39.30 feet to

a point of tangency; thence (3) N89°26'43"E for a distance of 1102.79 feet to a point of Cusp of a circular curve to the right, concave to the Northeast, a radial line from said point bears N00°33'17"E; thence (4) Northwesterly along the arc of said curve, having for its elements a radius of 75.00 feet, through a central angle of 50°12'39" for an arc distance of 65.73 feet; thence (5) N49°39'22"E for a distance of 50.00 feet; thence (6) N40°20'38"W for a distance of 122.33 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence (7) Northwesterly along the arc of said curve having for its elements a radius of 75.00 feet, through a central angle of 50°12'39" for an arc distance of 65.73 feet to a point of tangency; thence (8) S89°26'43"W for a distance of 52.51 feet; thence (9) N00°29'41"W for a distance of 130.00 feet to its intersection with the Southerly boundary line of "AUGUSTA GREENS", according to the plat thereof, as recorded in Plat Book 150 at Page 77 of the Public Records of Miami-Dade County, Florida; thence N89°26'43"E along said Southerly line of "AUGUSTA GREENS" for a distance of 52.37 feet; thence; S00°33'16"E for a distance of 93.72 feet; thence N89°28'16"E for a distance of 720.84 feet to a point of curvature circular curve to the left, concave to the Northwest; thence Northeasterly along the arc of said curve having for its elements a radius of 998.16 feet, through a central angle of 09°23'59" for an arc distance of 163.75 feet to a point on a non-tangent line; thence N21°59'05"E for a distance of 813.64 feet; thence N12°47'37"E for a distance of 516.84 feet; thence N01°40'18"W for a distance of 455.51 feet; thence N46°31'37"E for a distance of 128.05 feet; thence S83°05'26"E for a distance of 343.44 feet; thence S67°37'42"E for a distance of 276.68 feet; thence S07°15'12"E for a distance of 163.55 feet; thence S31°53'40"W for a distance of 286.66 feet; thence S10°34'36"W for a distance of 766.08 feet; thence S67°22'19"E for a distance of 241.88 feet; thence N66°25'05"E for a distance of 179.12 feet; thence N20°49'25"E for a distance of 762.30 feet; thence N37°21'12"E for a distance of 447.87 feet; thence S78°32'42"E for a distance of 188.60 feet; thence S22°30'39"E for a distance of 130.64 feet; thence S00°06'25"W for a distance of 663.44 feet; thence S44°34'44"W for a distance of 844.32 feet; thence S15°21'01"E for a distance of 115.10 feet to a point on a circular curve to the left, concave to the Northeast, a radial line from said point bears N08°22'57"E; thence Southeasterly along the arc of said curve having for its elements a radius of 1475.00 feet, through a central angle of 08°48'16" for an arc distance of 226.66 feet to a point of tangency; thence N89°34'41"E for a distance of 367.39 feet; thence N04°13'21"E for a distance of 104.22 feet; thence N43°17'43"E for a distance of 404.82 feet; thence N19°36'21"E for a distance of 747.96 feet; thence N00°23'53"W for a distance of 219.42 feet; thence N16°30'20"W for a distance of 783.15 feet; thence N89°36'09"E for a distance of 766.98 feet to a point of intersection with the East line of the Northwest 1/4 of said Section 28; thence N89°35'53"E for a distance of 259.59 feet; thence N17°07'21"E for a distance of 115.56 feet; thence N89°33'16"E for a distance of 57.69 feet; thence S17°07'21"W for a distance of 513.38 feet to a point of curvature of a circular curve to the left, concave to the Southeast; thence Southwesterly along the arc of a said curve having for its elements a radius of 4190.00 feet, through a central angle of 17°37'47" for an arc distance of 1289.26 feet to a point of tangency, the same being a point of intersection with the East line of the Northwest 1/4 of Section 28; thence S00°30'26"E along said East line for a distance of 852.20 feet to a point of intersection with said Northerly right-of-way line of SW 352nd Street; thence S89°34'41"W along said Northerly right-of-way line for a distance of 2668.61 feet to the point of intersection with the West line of said Northwest 1/4 of Section 28; thence S89°26'43"W along

said Northerly right-of-way line for 2709.20 feet to THE POINT OF BEGINNING.

LESS:

A parcel of land being a portion of Tracts 10 through 14, inclusive, in Block 2, Section 28 Township 57 South, Range 39 East, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", according to the plat thereof, as recorded in Plat Book 5 at Page 10 of the Public Records of Miami-Dade County, Florida, and being more particularly described by as follows:

COMMENCE at the center of said Section 28; thence S89°34'41"W along the South line of the Northwest 1/4 of said Section 28, for a distance of 153.06 feet; thence N00°25'09"W for a distance of 114.21 to the POINT OF BEGINNING; thence S89°50'38"W for a distance of 411.10 feet; thence S89°36'01"W for a distance of 987.35 feet; thence N89°29'50"W for a distance of 224.03 feet; N66°37'14"W for a distance of 91.28 feet; thence N48°43'52"E for a distance of 58.88 feet; thence N77°51'09"E for a distance of 85.03 feet; thence N87°49'30"E for a distance of 201.50 feet; thence S88°57'00"E for a distance of 518.89 feet; thence N89°01'40"E for a distance of 416.74 feet; thence N88°57'56"E for a distance of 372.50 feet; thence N00°52'15"W for a distance of 229.14 feet; thence N00°16'34"E for a distance of 185.45 feet; thence S89°59'30"E for a distance of 80.04 feet; thence S00°52'44"W for a distance of 513.46 feet to the POINT OF BEGINNING.

(For informational purposes only: 10-7928-001-0060 and 10-7929-001-0011)

**MIAMI-DADE COUNTY PARKS, RECREATION
AND OPEN SPACES DEPARTMENT
OPINION OF TITLE**

TO: MIAMI-DADE COUNTY, a political subdivision of the State of Florida.

With the understanding that this opinion of title is furnished to Miami-Dade County, Florida, as an inducement for creation of a proposed petition for a community development district covering the real property, hereinafter described, in compliance with Chapters 18 and 28 of the Code of Miami-Dade County, it is hereby certified that I have examined North American Title Insurance Company Commitment No. 2022-01769-FL Rev. 5, covering the period from the beginning to the 28th day of August, 2023, at the hour of 12:00 a.m., inclusive, of the following described property. I know of no reason that this Title Evidence is inaccurate or incomplete.

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PAR THEREOF

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

CLIFFORD LINCOLN, AS SUCCESSOR TRUSTEE OF THE KEYS
GATE III TRUST, u/i/d June 30, 1998 (as revised June 10, 2002) (the
“Trust”) (Parcels 2, 3, and 7);

LAND BARON CLUBHOUSE LLC, a Florida limited liability
company (Clubhouse Parcel);

LAND BARON VIII LLC, a Florida limited liability company (Golf
Course Parcel); and

SHORES DEVELOPMENT, INC., a Florida corporation (Lake Parcel)

Further, I am of the opinion that based on the Trustee’s Affidavit recorded Official Records Book 29367, Page 2880 of the Public Records of Miami Dade County, Florida that Clifford Lincoln as Successor Trustee of THE KEYS GATE III TRUST u/i/d June 30, 1998, is authorized to execute all documents on behalf of the Trust

I am of the opinion that based on State of Florida Division of Corporations Sunbiz website, that either Wayne Rosen or Drew Rosen, each as Manager, is authorized to execute all documents on behalf of LAND BARON CLUBHOUSE LLC, a Florida limited liability company (as to the Clubhouse Parcel);

I am of the opinion that based on State of Florida Division of Corporations Sunbiz website, that Drew Rosen, as Manager, is authorized to execute all documents on behalf of LAND BARON VIII LLC, a Florida limited liability company (as to the Golf Course Parcel); and

I am of the opinion that based on State of Florida Division of Corporations Sunbiz website, that Wayne Rosen as President, is authorized to execute all documents on behalf of SHORES DEVELOPMENT, INC., a Florida corporation (as to the Lake Parcel);

Subject to the following encumbrances, liens, and other exceptions:

1. RECORDED MORTGAGES:

None.

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGEMENTS:

None.

3. GENERAL EXCEPTIONS:

1. All taxes for the year 2023 and subsequent years.
2. Rights of persons other than the above owners who are in possession.
3. Facts that would be disclosed upon accurate survey.
4. Any unrecorded labor, mechanics' or materialmen's liens.
5. Zoning and other restrictions imposed by governmental authority.
6. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
7. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land

4. SPECIAL EXCEPTIONS:

1. Right of Way Deed recorded in Deed Book 1683, Page 307, as affected by Resolution recorded in Official Records Book 13860, Page 4226. (As to Parcels 2, 3, 7, Golf Course Parcel and Clubhouse Parcel)
2. Reservations in favor of the Board of Commissioners of Everglades Drainage District as set forth in Deed, recorded in Deed Book 2456, Page 549; affect by that certain Release of Reservations in Official Records Book 33508, Page 1034. (Golf Course Parcel and Parcel 7)
3. Right-of-Way Agreement granted to Florida Power and Light Company recorded in Deed Book 4188, Page 584. (Golf Course Parcel in Section 29)
4. Right-of-Way Agreement granted to Florida Power & Light Co. recorded in Deed Book 4208, Page 73, as affected by Official Records Book 162, Page 318; Official Records Book 9210, Page 695 and Official Records Book 11632, Page 515. (As to Parcel 7, Golf Course Parcel)
5. Right-of-Way Agreement granted to Florida Power and Light Company recorded in Deed Book 4218, Page 574. (Golf Course Parcel in Section 28)
6. Terms, provisions, conditions, easements, assessments and restrictions created by and set forth in the Declaration recorded in Official Records Book 13501, Page 914, as amended in Official Records Book 14391, Page 897, Official Records Book 14546, Page 689, Official Records Book 14691, Page 2300, Official Records Book 16319, Page 4691, Official Records Book 17029, Page 2900, Official Records Book 17118, Page 2237, Official Records Book 17152, Page 3241, Official Records Book 17458, Page 2811, Official Records Book 17746, Page 2154, Official Records Book 16213, Page 2153, Official Records Book 18177, Page 3794, Official Records Book 18181, Page 1779, Official Records Book 18181, Page 1848, further affected by Amended and Restated Declaration of Master Covenants for Keys Gate recorded on September 10, 2003 in Official Records Book 21630, Page 3698, as amended in Official Records Book 21963, Page 291; Official Records Book 21966, Page 193; Official Records Book 23534, Page 4268; Official Records Book 24104, Page 3932; Official Records Book 24707, Page 2948; and Official Records Book 25034, Page 4380; Official Records Book 26363, Page 4446 and Official Records Book 27010, Page 308, together with Joinder and Consent recorded in Official Records Book 27344, Page 709, Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate recorded in Official Records Book 29856, Page 3209, and as amended in Official Records Book 30337, Page 1198; Official Records Book 30698, Page 237; Official Records Book 30742, Page 2558; affected by Notice of Preservation and Protection from Extinguishment of Declaration of Master Covenants for Keys Gate recorded in Official Records Book 30771, Page 1076, and as amended in Official

Records Book 30882, Page 2648; Official Records Book 31281, Page 4050; and Official Records Book 31556, Page 4000, and affected by Amendment to Amended and Restated By-Laws of Keys Gate Community Association, Inc. recorded in Official Records Book 31974, Page 1793, and Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate recorded in Official Records Book 32269, Page 888, as affected by Amendment to the Amended and Restated Declaration of Master Covenants for Keys Gate recorded in Official Records Book 33100, Page 2490, as affected by Amendment to Amended and Restated Declaration of Master Covenants recorded in Official Records Book 33671, Page 4658, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants conditions or restrictions violate 42 USC Sec. 3604 or Sec. 3605. Such Declaration does establish and provide without limitation for easements, liens, charges, and assessments. (As to all Parcels)

7. Utility Right-of-Way Deed granted to Dade County recorded in O.R. Book 13730, Page 1102; as affected by that certain Partial Release recorded in Official Records Book 32106, Page 252. (As to Parcel 2)
8. Easement granted to Florida Power and Light Company recorded in Official Records Book 14505, Page 1765. (Golf Course Parcel in Section 29)
9. Easement granted to Florida Power and Light Company recorded in Official Records Book 14505, Page 1768. (Golf Course Parcel in Section 29)
10. Easement granted to Florida Power and Light Company recorded in Official Records Book 14620, Page 1661. (Golf Course Parcel in Sections 28 and 29)
11. Easements in favor of BellSouth Communications, Inc., recorded in Official Records Book 17440, Page 2522, and as recorded in Official Records Book 17440, Page 2491. (As to Parcel 2 and Golf Course Parcel respectively)
12. Declaration of Covenants and Standards recorded in Official Records Book 18181, Page 1762. (Golf Course Parcel and Clubhouse Parcel)
13. Golf Cart Bridge Easement Agreement between WCI Communities, Inc., a Delaware corporation, and R. N. Thompson Golf Florida, Inc., a Florida corporation recorded in Official Records Book 19020, Page 2359. (Golf Course Parcel and Clubhouse Parcel)
14. Ordinance No. 2001-12-36 recorded in O.R. Book 20299, Page 1546. (As to all Parcels)

15. Resolution No 2005-06-81 recorded in O.R. Book 23741, Page 1365. (As to Parcels 2, 3, and 7)
16. Easement for Canal Maintenance between R. N. Thompson Golf Florida, Inc., a Florida corporation, and the City of Homestead recorded in Official Records Book 24336, Page 76. (Golf Course Parcel in Section 29)
17. Easement for ingress and egress reserved in Special Warranty Deed recorded in Official Records Book 26468, Page 4855, as re-recorded in Official Records Book 26494, Page 1104. (As to Parcel 7)
18. Rights of tenants under the Agricultural Lease Agreement dated May 6, 2016, between Keys Gate III Land Trust and Plant Life Farms, LLC, as amended by First Amendment dated March 28, 2018.
19. Rights of tenants under the unrecorded Agricultural Lease Agreement dated May 13, 2016 between Keys Gate III Land Trust and Victor Rodriguez d/b/a 305 Farms & Equipment, LLC.
20. Memorandum of Agreement recorded in Official Records Book 32780, Page 1286.
21. Agreement for Water Facilities recorded in Official Records Book 33587, Page 154.
22. Declaration of Restrictions recorded in Official Records Book 33757, Page 1664.
23. Ordinance No. 2023-04-07 recorded in Official Records Book 33784, Page 3400.
24. Resolution No. R2023-04-63 recorded in Official Records Book 33784, Page 3483.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions and that none of them hinder or affect the creation of the community development district or the recording or enforcement of the enabling ordinance or resolution, including the assessment of special assessments on the above-described property.

Therefore, it is my opinion that only the following party must join in the petition for the community development district for the above-described property in order to make the community development district and special assessments valid and binding on the above-described property:

Name

Interest

CLIFFORD LINCOLN, AS SUCCESSOR TRUSTEE OF THE KEYS GATE III TRUST, u/i/d June 30, 1998 (as revised June 10, 2002) (Parcels 2, 3, and 7)	Owner
LAND BARON VIII LLC, a Florida limited liability company (Golf Course Parcel)	Owner
LAND BARON CLUBHOUSE LLC, a Florida limited liability company) (Clubhouse Parcel)	Owner
SHORES DEVELOPMENT, INC., a Florida corporation (Lake Parcel)	Owner

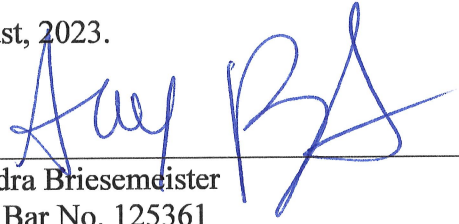
The following is a description of the aforementioned Title Evidence and its continuations:

<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
<i>North American Title Insurance</i>	<i>24</i>	<i>Beginning – 8/28/2023</i>
<i>Company Commitment No.</i>		
<i>2022-01769-FL Rev. 5</i>		

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the petition for the creation of the community development district.

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

Respectfully submitted this 31st day of August, 2023.

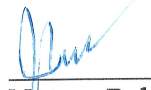


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STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 31st day of August, 2023, by Alexandra Briesemeister, who is personally known to me.



Notary Public

EXHIBIT "A"

EAST PALM DRIVE CDD - LEGAL DESCRIPTION LEGAL DESCRIPTION:

PARCEL 2:

A PARCEL OF LAND BEING A PORTION OF SECTION 21, TOWNSHIP 57 SOUTH, RANGE 39 EAST, CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA, BEING PORTIONS OF TRACTS 11 THROUGH 15, INCLUSIVE, BLOCK 3, TOGETHER WITH PORTIONS OF TRACTS 15, 16, AND 17, OF BLOCK 4, OF PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF KINGMAN ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410, PAGE 149, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410, PAGE 154, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE CONTINUE S17°07'21"W ALONG THE SOUTHWESTERLY PROLONGATION OF SAID CENTERLINE OF KINGMAN ROAD FOR 483 FEET, MORE OR LESS, TO THE NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL, AS LOCATED BY POST, BUCKLEY, SCHUH & JERNIGAN, INC., ON APRIL 23, 1993; THENCE WESTERLY MEANDERING THE NORTHERLY TOP OF BANK FOR 1838 FEET, MORE OR LESS; THENCE NORTH 860.17 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PALM DRIVE, THE SAME ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N03°08'26"W FROM THE CENTER OF SAID CURVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 3533.61 FEET AND A CENTRAL ANGLE OF 20°15'47" FOR 1249.69 FEET TO THE POINT OF TANGENCY; THENCE S72°52'39"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE FOR 780.92 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NUMBERS: 10-7921-001-0181 AND FOLIO NO.10-7921-001-0231)

PARCEL 3:

A PARCEL OF LAND BEING PORTIONS OF TRACT 8, 9, 10 AND 11 OF BLOCK 3 IN SECTION 21, TOWNSHIP 57 SOUTH, RANGE 39 EAST OF "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE

COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF KINGMAN ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOKS 13410 AT PAGE 149 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WITH THE SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410 AT PAGE 154 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S17°07'21"W ALONG SAID SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF KINGMAN ROAD FOR 483.00 FEET, MORE OR LESS, TO THE NORTHERLY TOP OF SLOPE OF THE FLORIDA CITY CANAL AS FIELD LOCATED BY POST, BUCKLEY, SCHUH & JERNIGAN, INC. ON APRIL 23, 1993; THENCE WESTERLY MEANDERING SAID NORTHERLY TOP OF SLOPE FOR 1838.14 FEET, TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE WEST, ALONG SAID NORTHERLY TOP OF SLOPE, FOR 709.95 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITS OF THE KEYS GATE GOLF COURSE; THENCE NORTH FOR 831.00 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE FOR THE FOLLOWING FOUR (4) COURSES; (1) N89°34'39"E FOR 121.70 FEET TO A POINT OF CURVATURE OF CIRCULAR CURVE CONCAVE TO THE NORTHWEST; (2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4513.79 FEET AND A CENTRAL ANGLE OF 04°30'01" FOR 354.50 FEET TO THE POINT OF TANGENCY; (3) N85°04'38"E FOR 125.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH; (4) NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 3533.61 FEET AND A CENTRAL ANGLE OF 01°46'56" FOR 109.92 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING SOUTH, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N03°08'26"W FROM THE CENTER OF SAID CURVE; THENCE SOUTH ALONG SAID LINE FOR 860.17 FEET; TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NUMBERS: 10-7921-001-0180 AND 10-7921-001-0185)

PARCEL 7:

A PARCEL OF LAND BEING A PORTION OF TRACT 1 AND PORTIONS OF TRACTS 6 THROUGH 16 INCLUSIVE, IN BLOCK 1, SECTION 29, PORTIONS OF TRACTS 6, 7 AND 8 IN BLOCK 1 AND PORTIONS OF TRACTS 1 THROUGH 16 INCLUSIVE, IN BLOCK 2 SECTION 28, TOWNSHIP 57 SOUTH, RANGE 39 EAST, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 29; THENCE N00°29'41"W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29 FOR 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW 352ND STREET AS RECORDED IN DEED BOOK 1683 AT PAGE 307 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SAID WEST LINE OF NORTHEAST 1/4 FOR A DISTANCE OF 2144.93 FEET TO ITS INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND OWNED BY FLORIDA POWER AND LIGHT COMPANY; THENCE N89°30'25"E FOR 205.00 FEET; THENCE S00°29'41"E FOR 1357.01 FEET; THENCE N89°30'19"E FOR A DISTANCE OF 200.00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF "FAIRWAYS AT KEYSGATE", ACCORDING TO PLAT BOOK 148 AT PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE SOUTHERLY, EASTERLY, AND NORTHERLY ALONG THE BOUNDARIES OF SAID PLAT OF "FAIRWAYS AT KEYSGATE" FOR THE FOLLOWING NINE (9) COURSES; THENCE (1) S00°29'41"E FOR A DISTANCE OF 542.47 FEET TO POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST; THENCE (2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90°03'36" FOR A DISTANCE OF 39.30 FEET TO A POINT OF TANGENCY; THENCE (3) N89°26'43"E FOR A DISTANCE OF 1102.79 FEET TO A POINT OF CUSP OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, A RADIAL LINE FROM SAID POINT BEARS N00°33'17"E; THENCE (4) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°12'39" FOR AN ARC DISTANCE OF 65.73 FEET; THENCE (5) N49°39'22"E FOR A DISTANCE OF 50.00 FEET; THENCE (6) N40°20'38"W FOR A DISTANCE OF 122.33 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST; THENCE (7) NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°12'39" FOR AN ARC DISTANCE OF 65.73 FEET TO A POINT OF TANGENCY; THENCE (8) S89°26'43"W FOR A DISTANCE OF 52.51 FEET; THENCE (9) N00°29'41"W FOR A DISTANCE OF 130.00 FEET TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY LINE OF "AUGUSTA GREENS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150 AT PAGE 77 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N89°26'43"E ALONG SAID SOUTHERLY LINE OF "AUGUSTA GREENS" FOR A DISTANCE OF 52.37 FEET; THENCE; S00°33'16"E FOR A DISTANCE OF 93.72 FEET; THENCE N89°28'16"E FOR A DISTANCE OF 720.84 FEET TO A POINT OF CURVATURE CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 998.16 FEET, THROUGH A CENTRAL ANGLE OF 09°23'59" FOR AN ARC DISTANCE OF 163.75 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N21°59'05"E FOR A DISTANCE OF 813.64 FEET; THENCE N12°47'37"E FOR A DISTANCE OF 516.84 FEET; THENCE N01°40'18"W FOR A DISTANCE OF 455.51 FEET; THENCE N46°31'37"E FOR A DISTANCE OF 128.05 FEET; THENCE S83°05'26"E FOR A DISTANCE OF 343.44 FEET; THENCE S67°37'42"E FOR A DISTANCE OF 276.68 FEET; THENCE S07°15'12"E FOR A

DISTANCE OF 163.55 FEET; THENCE S31°53'40"W FOR A DISTANCE OF 286.66 FEET; THENCE S10°34'36"W FOR A DISTANCE OF 766.08 FEET; THENCE S67°22'19"E FOR A DISTANCE OF 241.88 FEET; THENCE N66°25'05"E FOR A DISTANCE OF 179.12 FEET; THENCE N20°49'25"E FOR A DISTANCE OF 762.30 FEET; THENCE N37°21'12"E FOR A DISTANCE OF 447.87 FEET; THENCE S78°32'42"E FOR A DISTANCE OF 188.60 FEET; THENCE S22°30'39"E FOR A DISTANCE OF 130.64 FEET; THENCE S00°06'25"W FOR A DISTANCE OF 663.44 FEET; THENCE S44°34'44"W FOR A DISTANCE OF 844.32 FEET; THENCE S15°21'01"E FOR A DISTANCE OF 115.10 FEET TO A POINT ON A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, A RADIAL LINE FROM SAID POINT BEARS N08°22'57"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1475.00 FEET, THROUGH A CENTRAL ANGLE OF 08°48'16" FOR AN ARC DISTANCE OF 226.66 FEET TO A POINT OF TANGENCY; THENCE N89°34'41"E FOR A DISTANCE OF 367.39 FEET; THENCE N04°13'21"E FOR A DISTANCE OF 104.22 FEET; THENCE N43°17'43"E FOR A DISTANCE OF 404.82 FEET; THENCE N19°36'21"E FOR A DISTANCE OF 747.96 FEET; THENCE N00°23'53"W FOR A DISTANCE OF 219.42 FEET; THENCE N16°30'20"W FOR A DISTANCE OF 783.15 FEET; THENCE N89°36'09"E FOR A DISTANCE OF 766.98 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE N89°35'53"E FOR A DISTANCE OF 259.59 FEET; THENCE N17°07'21"E FOR A DISTANCE OF 115.56 FEET; THENCE N89°33'16"E FOR A DISTANCE OF 57.69 FEET; THENCE S17°07'21"W FOR A DISTANCE OF 513.38 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF A SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 4190.00 FEET, THROUGH A CENTRAL ANGLE OF 17°37'47" FOR AN ARC DISTANCE OF 1289.26 FEET TO A POINT OF TANGENCY, THE SAME BEING A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 28; THENCE S00°30'26"E ALONG SAID EAST LINE FOR A DISTANCE OF 852.20 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF SW 352ND STREET; THENCE S89°34'41"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2668.61 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 28; THENCE S89°26'43"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 2709.20 FEET TO THE POINT OF BEGINNING.

LESS:

A PARCEL OF LAND BEING A PORTION OF TRACTS 10 THROUGH 14, INCLUSIVE, IN BLOCK 2, SECTION 28 TOWNSHIP 57 SOUTH, RANGE 39 EAST, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 28; THENCE S89°34'41"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 153.06

FEET; THENCE N00°25'09"W FOR A DISTANCE OF 114.21 TO THE POINT OF BEGINNING; THENCE S89°50'38"W FOR A DISTANCE OF 411.10 FEET; THENCE S89°36'01"W FOR A DISTANCE OF 987.35 FEET; THENCE N89°29'50"W FOR A DISTANCE OF 224.03 FEET; THENCE N66°37'14"W FOR A DISTANCE OF 91.28 FEET; THENCE N48°43'52"E FOR A DISTANCE OF 58.88 FEET; THENCE N77°51'09"E FOR A DISTANCE OF 85.03 FEET; THENCE N87°49'30"E FOR A DISTANCE OF 201.50 FEET; THENCE S88°57'00"E FOR A DISTANCE OF 518.19 FEET; THENCE N89°01'40"E FOR A DISTANCE OF 416.74 FEET; THENCE N88°57'56"E FOR A DISTANCE OF 372.50 FEET; THENCE N00°52'15"W FOR A DISTANCE OF 229.14 FEET; THENCE N00°16'34"E FOR A DISTANCE OF 185.45 FEET; THENCE S89°59'30"E FOR A DISTANCE OF 80.04 FEET; THENCE S00°52'44"W FOR A DISTANCE OF 513.46 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7928-001-0060)

GOLF COURSE PARCEL:

A PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT 6 IN BLOCK 1, TRACTS 1 THROUGH 8, INCLUSIVE AND TRACTS 10 THROUGH 13, INCLUSIVE, AND TRACTS 15 AND 16 IN BLOCK 2 OF SECTION 28, TRACTS 1 THROUGH 6, INCLUSIVE, TRACTS 10 THROUGH 16, INCLUSIVE, IN BLOCK 1 OF SECTION 29 IN TOWNSHIP 57 SOUTH, RANGE 39 EAST, OF THE "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF PALM DRIVE (S.W. 344TH STREET PER MIAMI-DADE COUNTY), THE SAME AS BEING MORE PARTICULARLY DESCRIBED BY "METES AND BOUNDS" AS FOLLOWS, VIZ:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE S00°34'23"E ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 29 FOR 455.26 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE S46°31'37"W FOR 33.32 FEET; THENCE S01°40'18"E FOR 455.51 FEET; THENCE S12°47'37"W FOR 516.84 FEET; THENCE S21°59'05"W FOR 813.64 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTH, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S09°55'43"E FROM THE CENTER OF SAID CURVE; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 998.16 FEET AND A CENTRAL ANGLE OF 09°23'59" FOR 163.75 FEET TO THE POINT OF TANGENCY; THENCE S89°28'16"W FOR 720.84 FEET; THENCE N00°33'16"W FOR 137.55 FEET TO A POINT OF INTERSECTION WITH A SOUTHERLY LINE OF "AUGUSTA GREENS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150, AT PAGE 77, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTHEASTERLY, NORTHERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHWESTERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF SAID PLAT OF "AUGUSTA GREENS" FOR THE FOLLOWING COURSES, TO-WIT; THENCE N49°31'03"E FOR 654.01 FEET; THENCE N36°57'07"E FOR 314.57 FEET; THENCE

N19°40'01"E FOR 76.98 FEET; THENCE N12°57'41"E FOR 260.06 FEET; THENCE N02°03'49"W FOR 76.60 FEET; THENCE N19°35'44"E FOR 198.13 FEET; THENCE N18°29'18"W FOR 205.20 FEET; THENCE S56°22'02"W FOR 359.00 FEET; THENCE S39°59'19"W FOR 148.99 FEET; THENCE S22°51'05"W FOR 148.99 FEET; THENCE S19°41'30"W FOR 323.36 FEET; THENCE S39°51'53"W FOR 57.25 FEET; THENCE S70°57'59"W FOR 165.23 FEET; THENCE S50°45'17"W FOR 102.94 FEET; THENCE S47°42'20"W FOR 512.94 FEET; THENCE N65°13'37"W FOR 179.32 FEET TO A POINT OF TERMINATION OF THE BOUNDARY OF SAID PLAT OF "AUGUSTA GREENS", THE SAME BEING A POINT OF INTERSECTION WITH THE EASTERLY LINE OF "FAIRWAYS AT KEYS GATE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 148, AT PAGE 20, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTHEASTERLY, NORTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE BOUNDARY OF SAID PLAT OF "FAIRWAYS AT KEYS GATE" FOR THE FOLLOWING COURSES, TO-WIT; THENCE N24°46'23"E FOR 1098.98 FEET; THENCE N39°58'19"E FOR 213.75 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHEASTERLY, NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 129°01'40" FOR 180.16 FEET TO THE POINT OF TANGENCY; THENCE N89°03'21"W FOR 422.44 FEET; THENCE N84°45'18"W FOR 90.25 FEET; THENCE N28°33'58"W FOR 236.96 FEET; THENCE S65°41'42"W FOR 156.12 FEET; THENCE N00°29'41"W FOR 198.39 FEET; THENCE N26°34'45"E FOR 78.61 FEET; THENCE N14°13'47"E FOR 41 FEET, MORE OR LESS, TO A POINT OF TERMINATION ALONG SAID BOUNDARY OF "FAIRWAYS AT KEYS GATE", WITH THE SAME POINT OF TERMINATION ALSO BEING A POINT OF INTERSECTION WITH THE SOUTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL AS CONSTRUCTED AND INTERPRETED, WITH THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 8763, AT PAGE 1275, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE IN AN EASTERLY DIRECTION, MEANDERING SAID SOUTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL FOR 5070 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF KINGMAN ROAD, THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 13410, AT PAGE 149, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S17°07'21"W ALONG SAID SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF KINGMAN ROAD FOR 115.56 FEET; THENCE S89°35'53"W FOR 259.59 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28; THENCE S89°36'09"W FOR 766.98 FEET; THENCE S16°30'20"E FOR 783.15 FEET; THENCE S00°23'53"E FOR 219.42 FEET; THENCE S19°36'21"W FOR 747.96 FEET; THENCE S43°17'43"W FOR 404.82 FEET; THENCE S04°13'21"W FOR 104.22 FEET; THENCE S89°34'41"W FOR 367.39 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1475.00 FEET AND A CENTRAL ANGLE OF 08°48'16" FOR 226.66 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING N15°21'01"W AND WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S08°22'57"W FROM THE CENTER OF SAID CURVE;

THENCE N15°21'01"W ALONG SAID LINE FOR 115.10 FEET; THENCE N44°34'44"E FOR 844.32 FEET; THENCE N00°06'25"E FOR 663.44 FEET; THENCE N22°30'39"W FOR 130.64 FEET; THENCE N78°32'42"W FOR 188.60 FEET; THENCE S37°21'12"W FOR 447.87 FEET; THENCE S20°49'25"W FOR 762.30 FEET; THENCE S66°25'05"W FOR 179.12 FEET; THENCE N67°22'19"W FOR 241.88 FEET; THENCE N10°34'36"E FOR 766.08 FEET; THENCE N31°53'40"E FOR 286.66 FEET; THENCE N07°15'12"W FOR 163.55 FEET; THENCE N67°37'42"W FOR 276.68 FEET; THENCE N83°05'26"W FOR 343.44 FEET; THENCE S46°31'37"W FOR 94.73 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7929-001-0010)

CLUBHOUSE PARCEL:

A PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA, BEING PORTIONS OF TRACTS 12 THROUGH 15, INCLUSIVE, IN BLOCK 4 OF SECTION 20 AND TRACTS 8 AND 9 IN BLOCK 3 OF SECTION 21 IN TOWNSHIP 57 SOUTH, RANGE 39 EAST OF THE "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF PALM DRIVE (S.W. 344TH STREET PER MIAMI-DADE COUNTY), THE SAME AS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS. VIZ:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE N00°25'21"W ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 20 FOR 867.06 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET PER CITY OF HOMESTEAD), THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 13410, AT PAGE 154, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WITH SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE N89°34'40"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET) FOR 138.51 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET), S45°00'00"W FOR 123.55 FEET; THENCE S00°25'21"E FOR 117.70 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N10°58'30"E FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 286.65 FEET AND A CENTRAL ANGLE OF 76°31'54" FOR 382.89 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING S02°29'26"E, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N87°30'24"E FROM THE CENTER OF SAID CURVE; THENCE S02°29'26"E FOR 35.04 FEET; THENCE WEST FOR 88.20 FEET; THENCE SOUTH FOR 190.94 FEET; THENCE S54°03'06"E FOR 18.79 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.00 FEET AND A CENTRAL ANGLE OF

54°15'21" FOR 63.45 FEET TO THE POINT OF TANGENCY; THENCE S00°12'15"W FOR 68 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL AS CONSTRUCTED AND INTERPRETED, WITH THE SAME AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 8763, AT PAGE 1275, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE IN A WESTERLY DIRECTION, MEANDERING SAID NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL FOR 1556 FEET, MORE OR LESS; THENCE DEPARTING SAID NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL, N43°31'43"E FOR 136 FEET, MORE OR LESS; THENCE N74°00'09"E FOR 249.50 FEET; THENCE N18°03'12"E FOR 219.20 FEET; THENCE N47°39'49"E FOR 136.46 FEET; THENCE N70°33'50"E FOR 73.21 FEET; THENCE S71°21'38"E FOR 66.65 FEET; THENCE S40°09'18"E FOR 73.65 FEET; THENCE S72°07'41"E FOR 134.49 FEET; THENCE N63°12'00"E FOR 133.45 FEET; THENCE S56°45'32"E FOR 70.12 FEET; THENCE S63°25'39"E FOR 43.90 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N87°22'25"W FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 286.81 FEET AND A CENTRAL ANGLE OF 78°03'17" FOR 390.72 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING N00°25'21"W AND WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N09°19'08"W FROM THE CENTER OF SAID CURVE; THENCE N00°25'21"W ALONG SAID LINE FOR 115.30 FEET; THENCE N45°00'00"W FOR 125.25 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S01°37'16"W FROM THE CENTER OF SAID CURVE AND SAID POINT OF NON-TANGENT INTERSECTION ALSO BEING A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET) AS MORE FULLY DESCRIBED IN OFFICIAL RECORDS BOOK 13410, AT PAGE 154, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE (S.E. 24TH STREET) AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3881.88 FEET AND A CENTRAL ANGLE OF 02°02'36" FOR 138.44 FEET TO THE POINT OF TANGENCY, THE SAME ALSO BEING THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7920-001-0300)

LAKE PARCEL:

A PARCEL OF LAND BEING A PORTION OF TRACTS 10 THROUGH 14, INCLUSIVE, IN BLOCK 2, SECTION 28 TOWNSHIP 57 SOUTH, RANGE 39 EAST, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 28; THENCE S89°34'41"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 153.06 FEET; THENCE N00°25'09"W FOR A DISTANCE OF 114.21 TO THE POINT OF BEGINNING; THENCE S89°50'38"W FOR A DISTANCE OF 411.10 FEET; THENCE S89°36'01"W FOR A DISTANCE OF 987.35 FEET; THENCE N89°29'50"W FOR A DISTANCE OF 224.03 FEET; THENCE N66°37'14"W FOR A DISTANCE OF 91.28 FEET; THENCE N48°43'52"E FOR A DISTANCE OF 58.88 FEET; THENCE N77°51'09"E FOR A DISTANCE OF 85.03 FEET; THENCE N87°49'30"E FOR A DISTANCE OF 201.50 FEET; THENCE S88°57'00"E FOR A DISTANCE OF 518.19 FEET; THENCE N89°01'40"E FOR A DISTANCE OF 416.74 FEET; THENCE N88°57'56"E FOR A DISTANCE OF 372.50 FEET; THENCE N00°52'15"W FOR A DISTANCE OF 229.14 FEET; THENCE N00°16'34"E FOR A DISTANCE OF 185.45 FEET; THENCE S89°59'30"E FOR A DISTANCE OF 80.04 FEET; THENCE S00°52'44"W FOR A DISTANCE OF 513.46 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7928-001-0062)

"EXHIBIT B to the Ordinance"

Legal Description

PARCEL 2:

A PARCEL OF LAND BEING A PORTION OF SECTION 21, TOWNSHIP 57 SOUTH, RANGE 39 EAST, CITY OF HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA, BEING PORTIONS OF TRACTS 11 THROUGH 15, INCLUSIVE, BLOCK 3, TOGETHER WITH PORTIONS OF TRACTS 15, 16, AND 17, OF BLOCK 4, OF "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF KINGMAN ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410, PAGE 149, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410, PAGE 154, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE CONTINUE S17°07'21"W ALONG THE SOUTHWESTERLY PROLONGATION OF SAID CENTERLINE OF KINGMAN ROAD FOR 483.00 FEET, MORE OR LESS, TO THE NORTHERLY TOP OF BANK OF THE FLORIDA CITY CANAL, AS LOCATED BY POST, BUCKLEY, SCHUH & JERNIGAN, INC., ON APRIL 23, 1993; THENCE WESTERLY MEANDERING THE NORTHERLY TOP OF BANK FOR 1838.00 FEET, MORE OR LESS; THENCE NORTH 860.17 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PALM DRIVE, THE SAME ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N03°08'26"W FROM THE CENTER OF SAID CURVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE AND THE ARC OF SAID CURVE, HAVING A RADIUS OF 3533.61 FEET AND A CENTRAL ANGLE OF 20°15'47" FOR 1249.69 FEET TO THE POINT OF TANGENCY; THENCE S72°52'39"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE FOR 780.92 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NUMBERS: 10-7921-001-0181 AND FOLIO NO.10-7921-001-0231)

PARCEL 3:

A PARCEL OF LAND BEING PORTIONS OF TRACT 8, 9, 10 AND 11 OF BLOCK 3 IN SECTION 21, TOWNSHIP 57 SOUTH, RANGE 39 EAST OF "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF KINGMAN ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOKS 13410 AT PAGE 149 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WITH THE SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE AS DESCRIBED IN OFFICIAL RECORDS BOOK 13410 AT PAGE 154 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S17°07'21"W ALONG SAID SOUTHWESTERLY PROLONGATION OF THE CENTERLINE OF KINGMAN ROAD FOR 483.00 FEET, MORE OR LESS, TO THE NORTHERLY TOP OF SLOPE OF THE FLORIDA CITY CANAL AS FIELD LOCATED BY POST, BUCKLEY, SCHUH & JERNIGAN, INC. ON APRIL 23, 1993; THENCE WESTERLY MEANDERING SAID NORTHERLY TOP OF SLOPE FOR 1838.14 FEET, TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE WEST, ALONG SAID NORTHERLY TOP OF SLOPE, FOR 709.95 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITS OF THE KEYS GATE GOLF COURSE; THENCE NORTH FOR 831.00 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH SAID SOUTHERLY

RIGHT OF WAY LINE OF PALM DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF PALM DRIVE FOR THE FOLLOWING FOUR (4) COURSES; (1) N89°34'39"E FOR 121.70 FEET TO A POINT OF CURVATURE OF CIRCULAR CURVE CONCAVE TO THE NORTHWEST; (2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4513.79 FEET AND A CENTRAL ANGLE OF 04°30'01" FOR 354.50 FEET TO THE POINT OF TANGENCY; (3) N85°04'38"E FOR 125.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTH; (4) NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 3533.61 FEET AND A CENTRAL ANGLE OF 01°46'56" FOR 109.92 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING SOUTH, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N03°08'26"W FROM THE CENTER OF SAID CURVE; THENCE SOUTH ALONG SAID LINE FOR 860.17 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NUMBERS: 10-7921-001-0180 AND 10-7921-001-0185)

PARCEL 7:

A PARCEL OF LAND BEING A PORTION OF TRACT 1 AND PORTIONS OF TRACTS 6 THROUGH 16 INCLUSIVE, IN BLOCK 1, SECTION 29, PORTIONS OF TRACTS 6, 7 AND 8 IN BLOCK 1 AND PORTIONS OF TRACTS 1 THROUGH 16 INCLUSIVE, IN BLOCK 2 SECTION 28, TOWNSHIP 57 SOUTH, RANGE 39 EAST, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 29; THENCE N00°29'41"W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29 FOR 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW 352ND STREET AS RECORDED IN DEED BOOK 1683 AT PAGE 307 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG THE SAID WEST LINE OF NORTHEAST 1/4 FOR A DISTANCE OF 2144.93 FEET TO ITS INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF A PARCEL OF LAND OWNED BY FLORIDA POWER AND LIGHT COMPANY; THENCE N89°30'25"E FOR 205.00 FEET; THENCE S00°29'41"E FOR 1357.01 FEET; THENCE N89°30'19"E FOR A DISTANCE OF 200.00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF "FAIRWAYS AT KEYSGATE", ACCORDING TO PLAT BOOK 148 AT PAGE 20 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE SOUTHERLY, EASTERLY, AND NORTHERLY ALONG THE BOUNDARIES OF SAID PLAT OF "FAIRWAYS AT KEYSGATE" FOR THE FOLLOWING NINE (9) COURSES: THENCE (1) S00°29'41"E FOR A DISTANCE OF 542.47 FEET TO POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST; THENCE (2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90°03'36" FOR A DISTANCE OF 39.30 FEET TO A POINT OF TANGENCY; THENCE (3) N89°26'43"E FOR A DISTANCE OF 1102.79 FEET TO A POINT OF CUSP OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, A RADIAL LINE FROM SAID POINT BEARS N00°33'17"E; THENCE (4) NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°12'39" FOR AN ARC DISTANCE OF 65.73 FEET; THENCE (5) N49°39'22"E FOR A DISTANCE OF 50.00 FEET; THENCE (6) N40°20'38"W FOR A DISTANCE OF 122.33 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST; THENCE (7) NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 50°12'39" FOR AN ARC DISTANCE OF 65.73 FEET TO A POINT OF TANGENCY; THENCE (8) S89°26'43"W FOR A DISTANCE OF 52.51 FEET; THENCE (9) N00°29'41"W FOR A DISTANCE OF 130.00 FEET TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY LINE OF "AUGUSTA GREENS", ACCORDING

TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150 AT PAGE 77 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N89°26'43"E ALONG SAID SOUTHERLY LINE OF "AUGUSTA GREENS" FOR A DISTANCE OF 52.37 FEET; THENCE; S00°33'16"E FOR A DISTANCE OF 93.72 FEET; THENCE N89°28'16"E FOR A DISTANCE OF 720.84 FEET TO A POINT OF CURVATURE CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 998.16 FEET, THROUGH A CENTRAL ANGLE OF 09°23'59" FOR AN ARC DISTANCE OF 163.75 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N21°59'05"E FOR A DISTANCE OF 813.64 FEET; THENCE N12°47'37"E FOR A DISTANCE OF 516.84 FEET; THENCE N01°40'18"W FOR A DISTANCE OF 455.51 FEET; THENCE N46°31'37"E FOR A DISTANCE OF 128.05 FEET; THENCE S83°05'26"E FOR A DISTANCE OF 343.44 FEET; THENCE S67°37'42"E FOR A DISTANCE OF 276.68 FEET; THENCE S07°15'12"E FOR A DISTANCE OF 163.55 FEET; THENCE S31°53'40"W FOR A DISTANCE OF 286.66 FEET; THENCE S10°34'36"W FOR A DISTANCE OF 766.08 FEET; THENCE S67°22'19"E FOR A DISTANCE OF 241.88 FEET; THENCE N66°25'05"E FOR A DISTANCE OF 179.12 FEET; THENCE N20°49'25"E FOR A DISTANCE OF 762.30 FEET; THENCE N37°21'12"E FOR A DISTANCE OF 447.87 FEET; THENCE S78°32'42"E FOR A DISTANCE OF 188.60 FEET; THENCE S22°30'39"E FOR A DISTANCE OF 130.64 FEET; THENCE S00°06'25"W FOR A DISTANCE OF 663.44 FEET; THENCE S44°34'44"W FOR A DISTANCE OF 844.32 FEET; THENCE S15°21'01"E FOR A DISTANCE OF 115.10 FEET TO A POINT ON A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, A RADIAL LINE FROM SAID POINT BEARS N08°22'57"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1475.00 FEET, THROUGH A CENTRAL ANGLE OF 08°48'16" FOR AN ARC DISTANCE OF 226.66 FEET TO A POINT OF TANGENCY; THENCE N89°34'41"E FOR A DISTANCE OF 367.39 FEET; THENCE N04°13'21"E FOR A DISTANCE OF 104.22 FEET; THENCE N43°17'43"E FOR A DISTANCE OF 404.82 FEET; THENCE N19°36'21"E FOR A DISTANCE OF 747.96 FEET; THENCE N00°23'53"W FOR A DISTANCE OF 219.42 FEET; THENCE N16°30'20"W FOR A DISTANCE OF 783.15 FEET; THENCE N89°36'09"E FOR A DISTANCE OF 766.98 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE N89°35'53"E FOR A DISTANCE OF 259.59 FEET; THENCE N17°07'21"E FOR A DISTANCE OF 115.56 FEET; THENCE N89°33'16"E FOR A DISTANCE OF 57.69 FEET; THENCE S17°07'21"W FOR A DISTANCE OF 513.38 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF A SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 4190.00 FEET, THROUGH A CENTRAL ANGLE OF 17°37'47" FOR AN ARC DISTANCE OF 1289.26 FEET TO A POINT OF TANGENCY, THE SAME BEING A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 28; THENCE S00°30'26"E ALONG SAID EAST LINE FOR A DISTANCE OF 852.20 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF SW 352ND STREET; THENCE S89°34'41"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 2668.61 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 28; THENCE S89°26'43"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 2709.20 FEET TO THE POINT OF BEGINNING.

LESS:

A PARCEL OF LAND BEING A PORTION OF TRACTS 10 THROUGH 14, INCLUSIVE, IN BLOCK 2, SECTION 28 TOWNSHIP 57 SOUTH, RANGE 39 EAST, "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 28; THENCE S89°34'41"W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 153.06 FEET; THENCE

N00°25'09"W FOR A DISTANCE OF 114.21 TO THE POINT OF BEGINNING; THENCE S89°50'38"W FOR A DISTANCE OF 411.10 FEET; THENCE S89°36'01"W FOR A DISTANCE OF 987.35 FEET; THENCE N89°29'50"W FOR A DISTANCE OF 224.03 FEET; THENCE N66°37'14"W FOR A DISTANCE OF 91.28 FEET; THENCE N48°43'52"E FOR A DISTANCE OF 58.88 FEET; THENCE N77°51'09"E FOR A DISTANCE OF 85.03 FEET; THENCE N87°49'30"E FOR A DISTANCE OF 201.50 FEET; THENCE S88°57'00"E FOR A DISTANCE OF 518.19 FEET; THENCE N89°01'40"E FOR A DISTANCE OF 416.74 FEET; THENCE N88°57'56"E FOR A DISTANCE OF 372.50 FEET; THENCE N00°52'15"W FOR A DISTANCE OF 229.14 FEET; THENCE N00°16'34"E FOR A DISTANCE OF 185.45 FEET; THENCE S89°59'30"E FOR A DISTANCE OF 80.04 FEET; THENCE S00°52'44"W FOR A DISTANCE OF 513.46 FEET TO THE POINT OF BEGINNING.

(FOR INFORMATIONAL PURPOSES ONLY: FOLIO NO. 10-7928-001-0060)

"EXHIBIT C to the Ordinance"

District Boundaries and Geographical Location Sketch



DISTRICT BOUNDARIES

SW 344 STREET
(EAST PALM DRIVE / SE 24 STREET)

FLORIDA CITY CANAL
(NOT A PART)

THEO. SW 162 AVENUE
(THEO. SE 17 AVENUE)

THEO. SW 152 AVENUE
(THEO. SE 28 AVENUE)

SW 352 STREET

EAST PALM DRIVE COMMUNITY DEVELOPMENT DISTRICT

(COMM. 0009)
SECTIONS: 20, 21,
28 & 29 - 57 - 39

EXHIBIT "C"
(BOUNDARIES & GEOGRAPHICAL LOCATION SKETCH)