

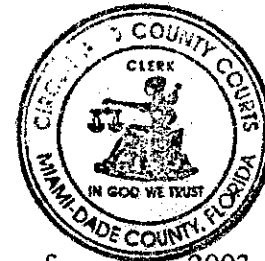


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This document prepared by  
and after recording return to:

Shutts & Bowen LLP  
c/o Valerie A. Fernandez, Esq.  
201 South Biscayne Boulevard  
14<sup>th</sup> Floor  
Miami, Florida 33131



## REDEVELOPMENT AGREEMENT

**THIS REDEVELOPMENT AGREEMENT** ("Agreement") dated as of \_\_\_\_\_, 2003, is entered into by and among the **NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY** (the "CRA"), an entity created pursuant to the Community Redevelopment Act of 1969, Part III of Chapter 163, Florida Statutes (the "Act"), **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (the "County"), **NARANJA LAKES CONSTRUCTION, LLC**, a Florida limited liability company, or such other successor developer selected by the Owner and approved by the County in accordance with applicable law, (the "Developer"), and **NARANJA LAKES HOLDINGS, LLC**, a Florida limited liability company, and **NARANJA LAKES HOLDINGS II, LLC**, a Florida limited liability company (jointly and severally, the "Owner").

## RECITALS

1. The CRA has the authority to promote the health, safety and welfare of the Naranja Lakes Community Redevelopment Area ("Redevelopment Area") as designated by the Board of County Commissioners (the "Commission") and that certain Community Redevelopment Plan, a component of which is that certain Master Plan of Improvements for the Primary Redevelopment Project, adopted by the CRA on February 18, 2003 and by the Commission on May 6, 2003 (the "Redevelopment Plan") and its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

2. To stimulate the redevelopment of the Redevelopment Area, and pursuant to the Act, the Commission, adopted the following: (a) Resolution No. R-847-98 dated July 21, 1998 determining blight, as defined in Section 163.340, Florida Statutes, within the Redevelopment Area; (b) Ordinance No. 02-216 dated, October 22, 2002 creating the CRA and appointing the members of the CRA board; (c) Resolution No. R-418-03 dated May 6, 2003, approving the Redevelopment Plan; and (d) Ordinance No. 03-106 dated May 6, 2003 establishing a redevelopment trust fund pursuant to Section 163.387, Florida Statutes, for the deposit of tax increment revenues generated from the Redevelopment Area (the "Trust Fund").

3. The Owner is the owner of fee simple title to certain real property located within the Redevelopment Area consisting of approximately 201.8 acres as more particularly described



on Exhibit "A" (the "Property") attached and made a part of this Agreement. The Owner agrees to cause the development of the Property consistent with the Approved Site Plan (as defined in Section 2.01 below), in order to, among other things, prepare the Property for the sale of lots to third party builders for construction of a residential and mixed-use community which development and construction constitutes the CRA's primary redevelopment project generally consisting of a residential and mixed-use community designed using concepts of traditional neighborhood development, as provided in the Redevelopment Plan (the "Primary Redevelopment Project"), which over the next thirty (30) years is projected to generate tax increment revenues in excess of Forty-Nine Million Dollars (\$49,000,000) (as ad valorem tax revenues increase in the Redevelopment Area).

4. The Redevelopment Plan contains, among other things, a Master Plan of Improvements, attached and made a part of this Agreement as Exhibit "B" that provides for the CRA to construct or cause the construction of certain roadway, streetscape, plaza, common use buildings and infrastructure improvements within the Primary Redevelopment Project and is necessary for the redevelopment of the Property. The improvements shown in the Master Plan of Improvements will be developed as Phase I and Phase II with both phases defined in this Agreement as the CRA Project. Phase I of the CRA Project is a capital intensive project that will provide a portion of the infrastructure which will support the development of portions of the Property by the Owner and the delivery of homes to the ultimate end users. Accordingly, completion of Phase I of the CRA Project is essential for the timely completion of the Primary Redevelopment Project which will create incremental tax revenues that will support the CRA's longer-range challenges and programs for the Redevelopment Area.

5. The County is a party to this Agreement since it will take several years before the Redevelopment Area will generate sufficient tax increment revenues to support a financing that would pay the cost of the CRA Project. The County will provide funding on behalf of the CRA in an amount not to exceed \$19.1 million dollars that will be repaid by the CRA from tax increment revenues when available. The funds shall be used solely for the purpose of paying the cost of the CRA Project in an amount not to exceed \$18 million, paying the cost of securing the funds, paying interest on any debt incurred by the County for up to three years and paying all costs and expenses associated with the County Representative. The CRA agrees to pledge its tax increment revenues on deposit in the Trust Fund to the repayment of any obligation incurred by the County in securing the funds, to any tax increment financing revenue bonds authorized pursuant to the Act and/or any advancement by the County of its own funds for the CRA Project.

6. The Developer, on behalf of the Owner, agrees to select such architects, engineers and contractors necessary to complete the design and construction of the CRA Project on behalf of the CRA and the County in accordance with the terms and conditions set forth in this Agreement. To the extent that the County is responsible for the costs of design, engineering and construction of the CRA Project, the Developer must comply with all applicable State and local laws related to competitive selection of architects, engineers and contractors, including without limitation, Sections 255.05, 255.20 and 287.055, Florida Statutes.

7. The purpose of this Agreement is to coordinate and expedite CRA Project financing and construction in conjunction with the Owner's development of the Property and to





establish development and financing responsibilities between the CRA, the County, the Owner and the Developer.

**NOW, THEREFORE,** in consideration of the mutual covenants described above and the agreements contained below, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

## **1. INCORPORATION OF RECITALS**

The recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.

## **2. DEVELOPMENT OF THE PRIMARY REDEVELOPMENT PROJECT**

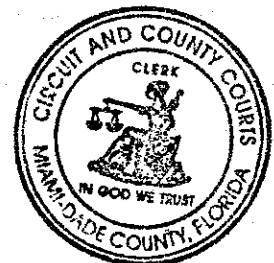
### **2.01. Approved Site Plan.**

Owner agrees to cause the development of the Property for the Primary Redevelopment Project in accordance with the Approved Site Plan (as defined below). The site plan has been submitted to the CRA for review and approval. The site plan provides for the development of the Property as a phased development designed using concepts of traditional neighborhood development ("TND") that complies with the County's applicable TND zoning ordinance. To the extent such can be shown on the site plan, the site plan includes all improvements to be constructed in connection with the Primary Redevelopment Project, including the CRA Project. The CRA has approved the site plan and such approved site plan is attached hereto as Exhibit "C" and is incorporated herein by this reference (the "Approved Site Plan"). Except as provided herein, no changes, alterations or modifications, except to comply with applicable governmental requirements, shall be made to the Approved Site Plan without the prior approval of the CRA and the County or a representative of the CRA or the County authorized to issue such approval. Notwithstanding anything in this Agreement to the contrary, the obligations of the CRA and the County set forth in this Agreement including, but not limited to, the payment of any costs of the CRA Project by the CRA and/or the County and issuance of the TIF Bonds are expressly subject to and contingent upon the development of the Property in accordance with the Approved Site Plan.

### **2.02. Obligations of Owner.**

(a) From and after the date of this Agreement, Owner shall diligently, expeditiously, and in good faith take or cause the Developer or other third-party entity to take all action necessary to develop the Property for the Primary Redevelopment Project and to cause the construction of a residential and mixed-use community by third party builders in accordance with the Approved Site Plan.

(b) Without limiting the Owner's obligations set forth in Section 2.02(a) above, the Owner agrees as follows:





(i) Upon the later to occur of six (6) months following the commencement of construction of Phase I of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof) or the payment by the County or the CRA to the Developer of an amount equal to Five Million and 00/100 Dollars (\$5,000,000.00) towards the development of Phase I of the CRA Project, the Owner shall have performed or caused the Developer or third party entities to have performed the following:

1. Construction of a sales area on the Property for the Primary Redevelopment Project.
2. Construction of at least six (6) models representing the various residential units to be included in the Primary Redevelopment Project.
3. Engagement in an aggressive marketing campaign for the Primary Redevelopment Project.
4. Execution and delivery of at least one hundred fifty (150) purchase and sale contracts for the purchase of residential units in the Primary Redevelopment Project.
5. Application for at least one hundred fifty (150) building permits for residential units in the Primary Redevelopment Project.

The foregoing shall be a condition precedent to the County or the CRA's obligation to fund the development of the remainder of Phase I of the CRA Project. Neither the County nor the CRA shall be obligated to for costs expended for Phase I of the CRA Project in excess of Five Million and 00/100 Dollars (\$5,000,000.00) until the foregoing conditions precedent are satisfied.

(ii) Upon the later to occur of twelve (12) months following the commencement of construction of Phase I of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof) or the payment by the County or the CRA of the remainder of the GMP for Phase I of the CRA Project, the Owner shall have performed or caused the Developer or third party entities to have performed the following:

1. Completion of all items set forth in Section 2.02(b)(i) above.
2. The issuance of at least one hundred fifty (150) certificates of occupancy for residential units in the Primary Redevelopment Project.
3. Application for at least two hundred (200) building permits for residential units in the Primary Redevelopment Project. This requirement is in addition to the one hundred fifty (150) building permits required by Section 2.02(b)(i)(5) above.





(iii) Within thirty-six (36) months following the commencement of construction of Phase I of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof) at least eight hundred (800) certificates of occupancy for residential units in the Primary Redevelopment Project shall have been issued. The foregoing shall be a condition precedent with respect to the development of Phase II of the CRA Project and the County's or CRA's obligation to fund Phase II of the CRA Project.

(iv) Upon the later to occur of six (6) months following the commencement of construction of Phase II of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof) or the payment by the County or the CRA to the Developer of an amount equal to Four Million and 00/100 Dollars (\$4,000,000.00) towards the development of Phase II of the CRA Project, the Owner shall have performed, or caused the Developer or third party entities to have performed, the following:

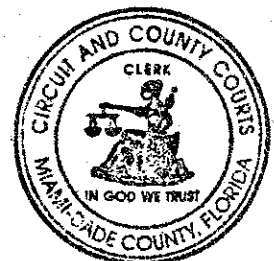
1. Completion of all items set forth in Section 2.02(b)(i), (ii) and (iii) above.
2. Application for at least four hundred (400) building permits for residential units in the Primary Redevelopment Project. This requirement is in addition to the eight hundred (800) certificates of occupancy required by Section 2.02(b)(iii).

The foregoing shall be a condition precedent to the County or the CRA's obligation to fund the development of the remainder of Phase II of the CRA Project. Neither the County nor the CRA shall be obligated for costs expended for Phase II of the CRA Project in excess of Four Million and 00/100 Dollars (\$4,000,000.00) until the foregoing condition precedent is satisfied.

(v) Upon the later to occur of twelve (12) months following the commencement of construction of Phase II of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof) or the payment by the County or the CRA to the Developer of the remainder of the GMP for Phase II of the CRA Project, the Owner shall have performed, or caused the Developer or third party entities to have performed, the following:

1. Completion of all items set forth in Section 2.02(b)(i), (ii), (iii) and (iv) above.
2. The issuance of at least one thousand two hundred (1200) certificates of occupancy for residential units in the Primary Redevelopment Project.

(vi) Owner agrees to complete, or cause the Developer or third party entities to complete, the Primary Redevelopment Project within five (5) years from the date of commencement of construction of Phase I of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof). Completion of the Primary Redevelopment Project shall be evidenced by the issuance of all certificates of occupancy for all residential units contemplated by the Approved Site Plan.





**2.02.01 Termination of Agreement by the County and the CRA.** Failure to comply with the obligations set forth in Sections 2.02(b)(i), (ii), (iii), (iv), and/or (v) above shall relieve the County and the CRA of their obligations set forth in this Agreement including, but not limited to, the obligations relative to the issuance of the TIF Bonds and/or the provision of any financing assistance, and the payment of progress payments until such time as the failure is cured, which time to cure shall not exceed sixty (60) days, unless extended by the County and the CRA, in their sole discretion (the "Cure Period"). After such Cure Period has expired, to the extent that the failure to comply is not the result of a Force Majeure Event, the failure to comply with the foregoing shall be considered a material default of this Agreement entitling the County and the CRA to their rights and remedies as set forth herein, including the right to terminate this Agreement, except that there shall be no entitlement to any additional cure periods as may be provided in Section 7.02 below. In the event of a termination of this Agreement pursuant to this section (with no uncured material default by the CRA or County), and notwithstanding anything in this Agreement to the contrary and in addition to all other rights and remedies of the County and CRA authorized by this Agreement, Owner shall, within thirty (30) days of delivery of a written termination notice, unless such term is extended in writing by the County and the CRA in their sole discretion, pay to the County or CRA, as applicable, a sum of money equal to the difference, if any, between (x) the amount paid by the County to the Developer for the CRA Project at the time of termination of the Agreement (the "Reimbursement Amount") and (y) the present value, discounted by 5% of the tax increment revenue created by the Primary Redevelopment Project for calendar years 2004 through 2034, inclusive as defined as the final assessment of taxable value for the Property less the final assessment of taxable value for the Property in the 2003 tax roll, multiplied by the last Countywide and Unincorporated Municipal Service Area tax millages, taken at 95% as of the date of the termination notice (the "Reimbursement Offset"). The Reimbursement Amount less the Reimbursement Offset hereinafter be referred to as the "Reimbursement Payment." Upon Owner's satisfaction of such Reimbursement Payment due and satisfaction of all other outstanding claims and obligations of the Owner and Developer, the parties shall have no further rights or liabilities under this Agreement. If the Owner fails to deliver the Reimbursement Payment to the County or CRA, as applicable, by the time period stated above, the CRA and/or County, as applicable, shall have the right to place a claim of lien on the Property and foreclose such lien in accordance with applicable law. This section shall survive expiration or termination of this Agreement.

**2.02.02 Subordination of this Agreement.** Notwithstanding anything to the contrary contained in this Agreement, the County and the CRA agree that any lien or lien rights of the County or the CRA on the Property as set forth in Section 2.02.01 above and all of their rights thereunder, are and shall be absolutely and unconditionally subordinate to the lien, operation and effect of a mortgage and all other loan documents, and to all advances and other increases thereunder, which either are or will be filed of record in order to secure the financing by the Owner for the design and construction of the Primary Redevelopment Project. This subordination is and shall be fully effective and binding between the parties, without the execution of any further instruments by any party. Notwithstanding the foregoing, the Owner shall have the right (from time to time, for so long as this Agreement is in effect) to request that the County and the CRA execute documentation (in form reasonably satisfactory to the same) confirming the provisions herein relating to subordination. In such event, the County and CRA agree to execute such documentation within a reasonable period of time (not to exceed fifteen (15) days) after its receipt of such request.





### **2.03. Property Owner's/Homeowner's Associations.**

Prior to the conveyance of any portion of the Property, Owner will create, or cause to be created, a master association and such commercial property owner's and homeowner's association's or other entities which shall provide for the maintenance of all common areas, cross-easements and other amenities common to the Property, excluding only those portions of the Property which are to be conveyed to the County and/or CRA pursuant to Section 9 below. The obligations of such associations shall be set forth in declarations of covenants, conditions, and restrictions (the "Declaration"). The Owner shall cause the Declaration to be recorded in the Public Records of Miami-Dade County prior to the conveyance of any portion of the Property and prior to the earlier to occur of the advance of any funds by the CRA and/or the County to pay the costs of the CRA Project or issuance of the TIF Bonds. The Declaration shall affirmatively obligate the respective associations to maintain the applicable common areas, cross-easements and amenities, which obligation may be enforced or performed by the CRA in the event the association fails to do so. If the CRA performs such maintenance, it shall be reimbursed by the applicable association and, absent such reimbursement, the CRA shall have the right to place a claim of lien on the applicable property(ies) and foreclose such lien in accordance with applicable law. Prior to recordation in the Public Records, the proposed Declaration shall be submitted to the CRA in order to ensure it contains the foregoing provision in a form and substance acceptable to the CRA and its legal counsel.

## **3. COVENANTS, REPRESENTATIONS AND WARRANTIES**

### **3.01. Developer's Covenants, Representations and Warranties.**

Developer represents, warrants and covenants to the CRA and the County as follows:

(a) The Developer (i) is a limited liability company organized under the laws of the State of Florida, duly organized and validly existing, and (ii) has all requisite power and authority to carry on its business as now conducted, to own or hold under lease or otherwise, its properties and to enter into and perform its obligations hereunder and under each instrument described herein to which it is or will be a party.

(b) This Agreement has been properly authorized by the Developer and neither its execution and delivery, nor compliance with the terms and provisions hereof at the time such action is required (i) requires the approval and consent of any other party, except such as have been obtained, (ii) violates any existing law, judgment, government rule, regulation or order applicable to or binding on the Developer, or (iii) violates or results in any breach of or default under any agreement or instrument in existence on the date of this Agreement to which the Developer is a party.

(c) This Agreement when executed and delivered by the Developer constitutes a legal, valid and binding obligation of the Developer enforceable against the Developer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect





creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) Developer is not a party to any litigation, administrative action, investigation or other governmental or quasi-governmental proceeding which would or could have a direct adverse effect upon the Property or upon the ability of Developer to fulfill its obligations under this Agreement.

### **3.02. Owner's Covenants, Representations and Warranties.**

Owner represents, warrants and covenants to the CRA and the County as follows:

(a) The Owner (a) is a limited liability company organized under the laws of the State of Florida, duly organized and validly existing, and (b) has all requisite power and authority to carry on its business as now conducted, to own or hold under lease or otherwise, its properties and to enter into this Agreement and perform its obligations hereunder and under each instrument described herein to which it is or will be a party.

(b) This Agreement has been properly authorized by the Owner and neither its execution and delivery, nor compliance with its terms and provisions at the time such action is required (i) requires the approval and consent of any other party, except such as have been obtained, (ii) violates any existing law, judgment, government rule, regulation or order applicable to or binding on the Owner, or (iii) violates or results in any breach of or default under any agreement or instrument in existence on the date of this Agreement to which the Owner is a party.

(c) This Agreement when executed and delivered by Owner constitutes a legal, valid and binding obligation of the Owner enforceable against the Owner in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) The Owner is the owner of fee simple title to the Property free and clear of all liens and encumbrances that would restrict or otherwise impair the rights of the CRA and County under this Agreement.

(e) The Owner is not a party to any litigation, administrative action, investigation or other governmental or quasi-governmental proceeding which would or could have a direct adverse effect upon the Property or upon the ability of Owner to fulfill its obligations under this Agreement.





### **3.03. CRA Covenants, Representations and Warranties.**

The CRA represents, warrants and covenants to the County, the Owner and the Developer that it has the right, power and authority in accordance with all necessary legislative and governmental requirements to execute, deliver and perform the terms and obligations of this Agreement.

### **3.04. County Covenants, Representations and Warranties.**

(a) The County represents, warrants and covenants to the CRA, the Owner and the Developer that: (i) it is a political subdivision of the State of Florida; (ii) it has the right, power and authority in accordance with all necessary legislative and governmental requirements to execute, deliver and perform the terms and obligations of this Agreement, including, without limitation, the right, power and authority to approve the issuance of TIF Bonds by the CRA; and (iii) to the best of its knowledge, no suit is pending against or affects the County, which could have a material adverse effect upon the County's performance under this Agreement.

(b) Subject to the provisions of Section 14.15, the County will process in accordance with applicable law all necessary governmental approvals, consents, permits, licenses, authorizations and easements reasonably necessary or required to be issued by the County for the development and construction of the CRA Project. The foregoing does not represent approval of or an agreement to grant any approvals, consents, permits, licenses, authorizations or easements for the construction of the CRA Project.

## **4. DESIGN AND CONSTRUCTION OF THE CRA PROJECT**

The intent of this Section 4 is to set forth the terms and conditions under which the CRA Project shall be developed by the Developer. Subject to the terms and conditions of this Agreement, the parties acknowledge and agree that the County will provide the funding for the CRA Project and, accordingly, the terms of Section 4 set forth the rights and obligations of the County with respect to, among other things, payments to the Developer. If at any time the CRA provides the funding for Phase I or Phase II of the CRA Project, the rights and obligations of the County under this Section 4 shall be interpreted as applying to the CRA as the context dictates for the purpose of effectuating development of Phase I or Phase II of the CRA Project.

### **4.01. Phasing of the CRA Project.**

The CRA Project consists of the individual projects with Parcel Identifications of A through P, inclusive, as shown on the Master Plan of Improvements (including the Streetscape, Plaza and Green Specifications, all items, materials and quantities in the amounts shown) (the "CRA Project"). It is intended that the CRA Project will be developed in two phases in accordance with the Master Plan of Improvements as follows:

- (a) Phase I of the CRA Project consists of Parcels A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and P ("Phase I of the CRA Project").





(b) Phase II of the CRA Project consists of Parcels H, K, L, M, and N ("Phase II of the CRA Project").

It is further intended that, to the extent practicable and feasible, the CRA Project be constructed simultaneously with the development of the Primary Redevelopment Project. The Developer shall complete, or the Owner shall cause to be completed, Phase I of the CRA Project no later than twenty-four (24) months following the commencement of construction. Provided that Phase I of the CRA Project is constructed in accordance with this Agreement, the Approved Site Plan and the Contract Documents, and the Owner and the Developer are not otherwise in default of any of the terms and conditions of this Agreement, the Owner shall have the right to cause to be constructed Phase II of the CRA Project by the Developer in accordance with the terms and conditions of this Agreement; provided, however, such right shall not be effective unless within thirty-six (36) months following commencement of Phase I of the CRA Project (as evidenced by the issuance of a building permit for any portion thereof) at least eight hundred (800) certificates of occupancy for residential units in the Primary Redevelopment Project shall have been issued.

#### **4.02. Compensation to Developer for the Work.**

(a) The County shall pay the Developer for Developer's performance of its obligations hereunder a Contract Sum for the Work which Contract Sum shall not exceed Seventeen Million Seven Hundred Forty-Five Thousand Three Hundred Fifty-Five and 75/100 Dollars (\$17,745,355.75) (the "GMP"). Phase I of the CRA Project and Phase II of the CRA Project shall each have a separate guaranteed maximum price. The guaranteed maximum price for Phase I of the CRA Project is Ten Million Two Hundred Thirty-Eight Thousand Four Hundred Thirteen and 84/100 Dollars (\$10,238,413.84) (the "Phase I GMP"). The guaranteed maximum price for Phase II of the CRA Project is Seven Million Five Hundred Six Thousand Nine Hundred Forty-Two and 91/100 Dollars (\$7,506,942.91) (the "Phase II GMP").

(b) The Contract Sum shall equal the Cost of the Work plus the Developer's Fee (the "Contract Sum"). Phase I of the CRA Project and Phase II of the CRA Project shall each have a separate contract sum. The contract sum for Phase I of the CRA Project shall equal the Phase I Cost of the Work plus the Phase I Developer's Fee (the "Phase I Contract Sum"). The contract sum for Phase II of the CRA Project shall equal the Phase II Cost of the Work plus the Phase II Developer's Fee (the "Phase II Contract Sum"). Payment by the County of the Contract Sum for the Work performed shall be deemed full compensation to the Developer for the performance of this Agreement. In the event additional labor, materials, costs or expenses are necessary to complete the Work, such amounts shall be the sole responsibility of Owner and/or Developer; it being acknowledged and agreed that (i) the GMP for the Work, shall be the maximum amount the County shall be required to pay for the Work, (ii) the Phase I GMP shall be the maximum amount the County shall be required to pay for Phase I of the Work, and (iii) the Phase II GMP shall be the maximum amount the County shall be required to pay for Phase II of the Work. The Developer shall be paid a "Developer's Fee" for each of Phase I of the CRA Project and Phase II of the CRA Project. The Developer's Fee for each phase of the CRA Project shall be an amount equal to five percent (5%) of the amount paid by the County to the Developer pursuant to each Application for Payment submitted by Developer to County, subject to the Phase I GMP and Phase II GMP, respectively.





(c) The Developer represents that it has inspected the CRA Project location and is satisfied as to the condition thereof and that the GMP is just and reasonable compensation for all Work, including all foreseen or foreseeable risks, hazards, and difficulties in connection therewith. The Phase I GMP and the Phase II GMP are separate, distinct, and apply only to that portion of the Work for which it is established, and the Owner and/or the Developer acknowledge and agree that the Phase I GMP and the Phase II GMP shall be the maximum amount the County shall be required to pay for the Work for each Phase. At the time of execution of this Agreement the parties acknowledge and agree that there is insufficient information to establish a Cost of the Work for each phase, and further agree that the parties shall approve a Cost of the Work for each phase pursuant to the terms of Section 4.02(d), subject to the termination rights set forth therein (the "Phase I Cost of Work" and "Phase II Cost of Work," respectively). Following the completion of the Work, the difference, if any, between the (i) Cost of the Work for each phase plus the Developer's Fee for each phase and (ii) the Phase I GMP or the Phase II GMP, as applicable, shall be defined as "Cost Savings." All Cost Savings shall accrue to the benefit of the CRA. No Cost Savings for Phase I shall be applied against cost overruns for Phase II, and vice versa.

(d) The Developer shall competitively select a contractor(s) for the execution of the Work in accordance with all applicable State and local laws. Prior to advertisement of the solicitation document(s), the County shall approve the solicitation document(s) for each contract. Prior to award of a construction contract(s) to the prime contractor(s) selected by the Developer, the County and the CRA shall approve the construction contract(s) and the Cost of the Work for each contract. If, within thirty (30) days following the County's and the CRA's receipt of the construction contract(s) for approval, the County, CRA and Developer cannot agree upon approval of the construction contract(s) and/or the Cost of Work, (i) the parties may mutually agree to extend the time period for negotiation, or (ii) the parties may agree that it is necessary to rebid the construction contracts, or (iii) either the County, CRA or Developer, in its sole and absolute discretion may terminate this Agreement. In the event that one of the parties desires to terminate this Agreement as set forth in the preceding sentence, such party shall provide written notice to the other parties of its intent to do so, and this Agreement shall terminate. At the appropriate time, the foregoing process shall be followed for development of Phase II of the CRA Project.

(e) Contract Measures.

(i) Contract Review. The Developer acknowledges that this Agreement is subject to the provisions of local Ordinance No. 01-103, the Community Business Enterprise (CBE-A/E) program for the acquisition of professional architectural, landscape architectural, engineering or surveying and mapping services; Ordinance No. 03-121, the Community Small Business Enterprise (CSBE) program for construction projects; and Ordinance No. 03-01, the Community Workforce Program (CWP) and that each require the Developer to file appropriate documents for all or any portion of the CRA Project to the County's Department of Business Development for the application of said measures.

The Developer agrees and consents to submit all contracts and subcontracts to DBD for review and approval in relation to CBE, CSBE and CWP contract measures, prior to commencement of the design and construction under the specific contract or subcontract.





shall review and provide amendments or comments within seven (7) days of receipt of any contract or subcontract. In addition, the Developer agrees to submit a report of projected and actual CBE, CSBE and CWP participation for DBD to assess the Developer's progress in achieving the contract measures established.

(ii) Sanctions and Penalties. Penalties for noncompliance, pursuant to Miami Dade County's CBE program, are set forth in Section 2-10.4.01 of the Code.

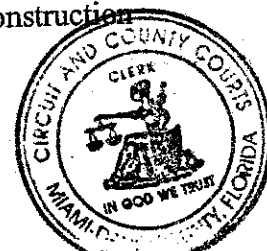
Penalties for noncompliance, pursuant to Miami Dade County's CSBE program requirements, shall consist of the Developer paying a penalty equal to one percent (1%) of the contract amount for each individual contractual violation occurring under this Naranja Lakes Redevelopment project, in addition to sanctions as outlined in the CSBE program. Furthermore, the Developer may be found in default of this Agreement when CSBE related penalties total 10% of the total contracts associated with the construction phase of the project. Disputes as to validity of such claims of noncompliance shall be subject to the claim resolution provision as set forth in Section 10-33.02 of the Code.

Penalties for noncompliance, pursuant to Miami Dade County's CWP program shall consist of the Developer paying CWP damages equal to \$1,500.00 per position by which the Developer failed to comply with such goal, if the Developer has not achieved the established workforce goal at the earlier of the twenty-four (24) month anniversary of Board approval of the Agreement. Funds so retained by the County shall be applied to the costs of the CWP as set forth in Miami-Dade County Ordinance No. 03-01 and Administrative Order No. 3-37.

(iii) Wage Rates. The Developer acknowledges that this Agreement is subject to the provisions of the Code of Miami-Dade County, Florida and Administrative Order No. 3-24, dated July 25, 2000, ("County Wage Policy"). Pursuant to the County Wage Policy, in order to be a responsible bidder for a competitively bid construction contract in excess of one hundred thousand dollars, a bidder must pay laborers and mechanics performing work on the project no less than the hourly rates specified in accordance with Section 2-11.16 of the Code of Miami Dade County. The Developer is required to pay to DBD all applicable monitoring charges as set out in the sliding scale approved by the Commission.

#### **4.03. Construction of the CRA Project.**

(a) The construction of each phase of the CRA Project shall be accomplished pursuant to the terms and conditions of this Agreement, the Plans and Specifications, the construction contract with one or more prime contractors, the form of which is to be such as approved by the County Attorney, in his or her sole and absolute discretion, and all exhibits and documents related thereto or contemplated thereby, as well as all addenda and amendments related to each with respect to the CRA Project and all changes to said documents issued by County and CRA after execution of this Agreement (collectively, the "Contract Documents"). To the extent there are any conflicts with respect to the Contract Documents, such conflicts shall be resolved in the following order: Plans and Specifications, this Agreement and the construction contract. The Developer shall be solely responsible for and have control over construction





means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters.

(b) The Developer shall select and enter into a contract with such prime contractors as are necessary to commence construction of Phase I of the CRA Project on or before December 15, 2003, and diligently, expeditiously, and in good faith proceed to cause substantial completion of Phase I of the CRA Project in accordance with the Contract Documents no later than twenty-four (24) months following the commencement of construction as evidenced by the issuance of a building permit for Phase I of the CRA Project or any portion thereof (the "Phase I Substantial Completion Date"). If Developer has not commenced construction of Phase I of the CRA Project by December 15, 2003, the commencement of construction for purposes of determining the Phase I Substantial Completion Date shall be deemed to have occurred on December 15, 2003. Prior to the commencement of construction of Phase II of the CRA Project, the Developer, the County, and CRA shall establish a Substantial Completion date for Phase II of the CRA Project (the "Phase II Substantial Completion Date").

(c) The Developer shall cause the completion of the CRA Project in accordance with the terms and conditions of the Contract Documents. For purposes of this Agreement and the Contract Documents, the "Work" means the design, engineering and construction of the CRA Project as required by the Plans and Specifications. All requirements in this Agreement relative to the design, engineering and construction of the CRA Project shall apply to both Phase I of the CRA Project and Phase II of the CRA Project unless expressly stated to the contrary.

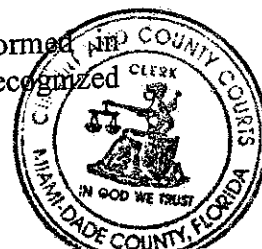
(d) The selection and engagement by the Developer of contractors and consultants for the performance of the design, engineering and construction of the Work or any portion thereof for which the Developer will seek payment from the County shall be subject to the prior written approval of the County or its authorized representative, which shall not be unreasonably withheld, and the selection and engagement of contractors, consultants, subconsultants, subcontractors and suppliers by the Developer shall comply with State law (including, but not limited to Chapters 255 and 287, Florida Statutes) and all applicable County requirements.

(e) The Developer agrees that the Plans and Specifications shall comply with all applicable laws, statutes, codes, rules and regulations including, without limitation, those adopted by the County, all applicable environmental laws, the Florida Building Code and all design requirements established by the Florida Accessibility Code and the Americans with Disabilities Act (ADA).

#### **4.04. Obligations of the Developer.**

Subject to the terms and conditions of this Agreement, the Developer shall have the following general obligations with respect to the CRA Project:

(a) The Work performed under this Agreement shall be performed in conformance with the standards of care and quality adopted or accepted by nationally recognized





architectural, engineering, and contractor organizations and in accordance with the Florida Building Code. Any Work including, without limitation, drawings, or specifications prepared or furnished by or on behalf of the Developer that fails to meet the requirements of paragraph 4.03(e) above, or otherwise is defective or contains errors, conflicts or omissions, will be promptly corrected by the Developer at no cost to County or the CRA. The Developer will promptly reimburse County and CRA for any and all damages, including fines and incidental damages, without limitation, resulting from the use of such defective Work including, without limitation, designs, drawings, or specifications; provided, however, Developer shall not be responsible for consequential or and/or punitive damages. County's and CRA's approval, acceptance, use of, or payment for all or any part of the Work shall in no way alter the Developer's obligations with respect to the design of the CRA Project or County's and CRA's rights hereunder.

(b) The Developer shall be fully responsible for coordinating all the Work required under this Agreement regardless of whether performed by its own employees or a contractor, consultant, subconsultant, subcontractor or supplier so as to insure that the services required are performed in an efficient, timely and economical manner. The Developer shall be responsible to County for the services furnished to the Developer by a contractor, consultant, subconsultant, subcontractor or supplier to the same extent as if the Developer had furnished the service itself. All contractor and consultant contracts shall be submitted to County for approval in accordance with Section 4.10 below. The Developer shall require in such contracts that the contractor and consultant be bound to, and to assume toward, the Developer all the obligations and responsibilities which the Developer by this Agreement assumes toward County and CRA with respect to the Work. Failure by the contractor or consultant to comply with all of the Developer's obligations and responsibilities set forth in this Agreement shall be a material breach of the contractor's or consultant's contract.

(c) The Developer shall not specify, or allow any consultant or subconsultant to specify, in the Plans and Specifications a particular design, process or product that infringes upon any patent. The Developer shall defend suits or claims for infringement of patent rights and indemnify and hold County and CRA harmless from any loss, cost or expense, including attorneys' fees incurred, which results if the Developer violates the requirements of Section 4.03(h).

(d) The Developer shall cause to be designed and constructed the Work with supporting improvements, facilities and equipment as described or reasonably inferable from the Contract Documents. The Developer shall provide, furnish and install all materials and all services except to the extent specifically indicated in the Contract Documents to be furnished by or the responsibility of others, as and when required for, or in connection with the design, engineering, construction, furnishing or equipping of, or for inclusion or incorporation in, the CRA Project in accordance with the Contract Documents. To the extent practicable, the Developer shall utilize "value engineering" in connection with the CRA Project.

(e) The Developer agrees and represents that it possesses the requisite skills to cause to be performed the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to





the County and the CRA, except as otherwise expressly provided for in the Plans and Specifications. The Developer shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the CRA Project.

(f) The Developer shall provide, in a digital format acceptable to the CRA, a critical path schedule, or such other type of schedule as CRA may approve, and periodic updating thereof and other necessary schedules (all of which are hereinafter collectively referred to as the "Progress Schedule") in the interest of completing the CRA Project in the most expeditious and economical manner. Within thirty (30) calendar days after execution of this Agreement, the Developer shall prepare and submit for County's and CRA's approval the Progress Schedule for the Work. The Progress Schedule shall indicate the dates for the commencement and completion of the various stages of design, engineering and construction and shall be revised as required by the conditions of the Work, subject to approval by CRA. The Progress Schedule shall encompass design and engineering, and all of the trades necessary for the construction of the CRA Project, and shall be sufficiently complete and comprehensive to enable progress to be monitored on a weekly basis. The parties acknowledge and agree that notwithstanding any theoretical delays or theoretical extensions of time for Substantial Completion as may be shown on the Progress Schedule, the Substantial Completion Date for each phase shall be governed by this Agreement and shall be extended only in accordance with the procedures set forth in this Agreement. Any adjustments to the Progress Schedule must be approved in writing by CRA and must be requested in writing by the Developer within five (5) calendar days after the Developer knew or should have known of the occurrence upon which the Developer's request for adjustment is based.

(g) The Developer shall provide competent supervision of all phases of the Work. Upon execution of this Agreement, the Developer shall designate in writing to the County the name of the individual who is to be the "Project Representative" with full authority to execute any and all instruments requiring the Developer's signature and to act on behalf of the Developer with respect to all matters arising out of this Agreement. The Developer may also designate a person who shall act as the "Project Manager." The Project Manager shall represent the interests of the Developer, be responsible for overseeing all aspects of design, construction and development of the CRA Project, and work closely with the County Representative and the CRA and the CRA Representative, on behalf of the Developer, reporting to the Project Representative. From time to time following the execution hereof, the Developer may change or replace the Project Representative or Project Manager upon five (5) days written notice to the County and the CRA.

(h) Neither County nor the CRA makes any warranties to the Developer, express or implied, that the Contract Documents are free of errors or omissions. Rather, the Developer shall carefully study and compare Contract Documents with each other, with information furnished by County and CRA, and shall carefully inspect and verify field conditions, and shall at once report to the County and CRA all errors, inconsistencies or omissions discovered. The Developer shall be liable for all damages resulting from errors, inconsistencies or omissions in the information provided by the County and CRA unless Developer could not have reasonably recognized the error, inconsistency or omission using





reasonable diligence or Developer recognized the error, inconsistency or omission using reasonable diligence and reported it in writing to the County and CRA. Notwithstanding the foregoing, if the Developer proceeds with the design and performs any design, engineering or construction activity knowing it involves a recognized error, inconsistency or omission without such notice, the Developer shall assume responsibility and liability for such performance and shall bear the attributable costs for correction. The intent of the Contract Documents is to include all items necessary for the proper performance and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents shall not be required unless it is reasonably inferable as being necessary to produce the intended results

(i) The Developer shall prepare or cause to be prepared, as part of the Work, all shop drawings, samples, submittals and detail drawings not made a part of the Plans and Specifications, and addenda which are required in the performance of the Developer's obligations under this Agreement. All shop drawings, submittals, samples, and detail drawings shall be submitted to the County. Although the County may review all shop drawings, submittals, detail drawings, and samples, the County shall not be responsible to the Developer for any failure of the shop drawings, submittals, detail drawings or samples to comply with the Contract Documents or any governing codes, laws or ordinances. The Developer shall maintain copies of all shop drawings, submittals and detail drawings, and maintain all samples and shall afford County access to the documents at all times during regular working hours.

(j) The Developer shall maintain one record set of Contract Documents in good order and marked currently to record all changes made during construction and an accurate location of all portions of the Work sufficient to prepare accurate as-built Plans and Specifications. All of these, including the as-built Plans and Specifications, shall be delivered to the County and the CRA upon Final Completion of the Work for review and incorporation into the record set of documents.

(k) The Developer shall deliver to the County and CRA, as applicable, all equipment data, along with its recommended spare parts list, maintenance manuals, manufacturers' warranties and operations manuals as may be required for County's and CRA's, as applicable, employees, agents or contractors to maintain and operate any equipment delivered as part of the Work. All warranties, to the extent assignable, shall be assigned to the County or the CRA, as applicable.

(l) Required certificates of inspection, testing or approval shall be obtained by the Developer and promptly delivered to County, as applicable. If the County desires to observe said inspections, tests or approvals required by the Contract Documents, County shall notify the Developer of that desire, and the Developer shall notify the County of the dates and times of said inspections, tests or other approvals.

(m) The Developer shall pay all sales, consumer, use and other similar taxes for the Work or portions of each, which are legally required at any time during the Developer's performance of the Work.





(n) The Developer shall pay all royalties and license fees that are legally required at any time during the Developer's performance of the Work. The Developer shall defend all suits or claims for infringement of any patent rights and shall hold County and CRA harmless from any loss, liability or expense on account thereof, including attorneys' fees (at both the trial and appellate levels).

(o) The Developer warrants that the Plans and Specifications will be adequate and fit to accomplish the intended purpose of the CRA Project. County's and CRA's review and/or approval of the Plans and Specifications shall in no way diminish or release the foregoing warranty of adequacy and fitness for the intended purpose and/or the Developer's obligations in this respect.

(p) The Developer shall be responsible for preparing and filing the documents required for approval of governmental and/or governing authorities having jurisdiction over the CRA Project to ensure that final approval and permits for the performance of the Work will be obtainable prior to the commencement of construction. The Developer shall interface and coordinate with permitting agencies and shall participate in meetings with appropriate agencies and respond to and incorporate appropriate preliminary and final permit review comments.

(q) The Developer shall procure surveys as required describing physical characteristics, legal limitations and utility locations for the CRA Project. The surveys may include, as applicable, grades and lines of streets, alleys, pavements and adjoining structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to appropriate benchmarks.

#### **4.05. County and CRA Administration of Agreement.**

(a) The County shall appoint a representative to provide administration of this Agreement ("County Representative"), and to act as the County's representative (1) during construction, and (2) until final payment is due. The County Representative will have authority to act on behalf of the County only to the extent provided herein, unless otherwise modified in writing in accordance with other provisions of this Agreement.

(b) The County Representative, as a representative of the County, will visit the CRA Project site at intervals appropriate to the stage of construction to become generally familiar with and to keep the County and the CRA informed about the progress and quality of the portion of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work is in accordance with the Agreement. However, the County Representative will not be required to make exhaustive or continuous on-site inspections to check the quality of the Work. The County Representative will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequence or procedures, or for the safety precautions and programs in connection with the Work.





(c) The County Representative will not be responsible for any failure in performance of the Work in accordance with the requirements of the Agreement. The County Representative will not have control over or charge of and will not be responsible for acts or omission of the Developer, contractor, subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

(d) Communications Facilitating Contract Administration. Except as otherwise provided in this Agreement or when direct communications have been specifically authorized, the County, the CRA and Developer shall endeavor to communicate with each other through the County Representative about matters arising out of or relating to this Agreement.

(e) Based on the County Representative's evaluations of the Developer's Applications for Payment, the County Representative will review the amount due the Developer and will issue Certificates for Payment in such amounts.

(f) The County Representative will have authority to reject Work that does not conform to the Agreement. Whenever the County Representative considers it necessary or advisable, the County Representative will have authority to require inspection or testing of the Work, whether or not such Work is fabricated, installed or completed.

(g) The County Representative will review and approve or take other appropriate action upon the Developer's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design expressed in the Plans and Specifications. The County Representative's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Developer, contractor or separate contractors, while allowing sufficient time in the County Representative's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Developer as required by the Agreement. The County Representative's review of the Developer's submittals shall not relieve the Developer of the obligations under Section 4.04. The County Representative's review shall not constitute approval of safety precautions of any construction means, methods, techniques, sequences or procedures. The County Representative's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(h) The CRA Representative, as defined herein, will prepare Change Orders and Change Order Requests, and may authorize minor changes in the Work as provided in Section 4.8.

(i) The County Representative will conduct inspection to determine the date or dates of final completion, and to facilitate issuance of the Final Payment. The County Representative will receive written warranties and related documents required by the contract and assembled by the contractor, and will issue a Final Payment upon compliance with the requirements of the Agreement.





(j) **CRA Representative.** The CRA shall appoint a representative (the "CRA Representative") to act on behalf of the CRA only to the extent provided herein, unless otherwise modified in writing in accordance with other provisions of this Agreement. Specifically the CRA Representative shall only have the authority to (i) approve the Design Development Documents and Plans and Specifications provided the same are consistent with the Schematic Design Documents previously approved by the CRA as set forth in Section 4.06 and (ii) implement Change Orders that have been approved by the CRA in accordance with Section 4.08. Additionally, except as otherwise provided in this Agreement or when direct communications have been specifically authorized, the CRA shall endeavor to communicate with the County and the Developer through the CRA Representative about matters arising out of or relating to this Agreement. If the CRA Representative is in disagreement with the County or the Developer, or both, as to any matter for which the CRA Representative has the authority to act under this Agreement, the CRA Representative shall not be required to act and shall refer the matter to the CRA for resolution. Any actions taken by the CRA Representative outside the scope of authority set forth herein shall not be binding on the CRA.

#### **4.06. Submittal and Review of Design Documents.**

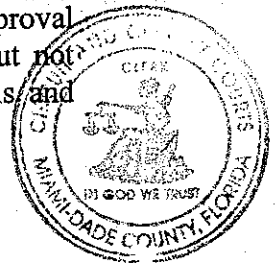
(a) **Design Consultants.** The Developer shall select one or more design architects (collectively, "Project Architect(s)") in accordance with applicable laws and to the extent the Developer seeks payment for such services, the Project Architect shall be competitively selected in accordance with the terms of this Agreement and all applicable State and local laws. The Developer shall negotiate and execute the contract between the Developer and the Project Architect subject to the provisions of Section 4.10 below. The Developer shall provide a copy of such contract and all amendments thereto to the County's Representative for its review and comment.

#### **(b) Development of Design Documents.**

(i) Within the times set forth in the Progress Schedule, the Developer shall cause the Project Architects to prepare and deliver, to the County and CRA, Schematic Design Documents, Design Development Documents and Construction Documents as described herein.

(ii) The Developer shall cause the Project Architect(s) to timely prepare and deliver to the CRA but in no event later than the date set forth in the Progress Schedule, for its review and approval, schematic design documents, as applicable, for the CRA Project, including, but not limited to, site plans, floor plans, elevations, sections and outline specifications (the "Schematic Design Documents"). The Schematic Design Documents shall be based on the Approved Site Plan and the Master Plan of Improvements.

(iii) The Developer shall cause the Project Architect(s) to timely prepare and deliver to the CRA Representative, but in no event later than the date set forth in the Progress Schedule unless otherwise agreed to in writing by the CRA, for the review and approval of the CRA Representative, development documents for the CRA Project, including, but not limited to, site plans, floor plans, elevations, enlarged floor plans, miscellaneous details, and





updated outline specifications (the "Design Development Documents"). The Design Development Documents shall be based upon the approved Schematic Design Documents.

(iv) The Developer shall cause the Project Architect(s) to timely prepare and deliver to the CRA Representative, but in no event later than the date set forth in the Progress Schedule unless otherwise agreed to in writing by the CRA, for the review and approval of the CRA Representative all design documents prepared or furnished in connection with the Work, including, without limitation, architectural, structural, mechanical, electrical, plumbing, fire protection and any other engineering documents necessary for the permitting and construction of the CRA Project (the "Plans and Specifications"). The Plans and Specifications shall be based upon the approved Design Development Documents and, to the extent necessary include matters which were not the subject of the approved Design Development Documents.

(v) During the design process, the Developer shall establish, and update as necessary, the Progress Schedule setting forth the dates for delivery of the various design documents and for the review and approvals thereof, durations of design phases and dates for required submittals and bid packages, and of all design meetings with the Project Architects, coordinated with the requirements of the Progress Schedule, and shall deliver a copy of the Progress Schedule and updates thereof to the CRA Representative sufficiently in advance to afford the CRA Representative an opportunity to review the Progress Schedule and to attend and participate in such meetings. The CRA Representative shall review the documents prepared by the Project Architects to the date of each design meeting and confer with the Developer and the Project Architects regarding progress. The Developer shall prepare, or cause the Project Architects to prepare minutes of each design meeting reflecting the decisions made, CRA Representative approvals given and objections raised at the meeting, and shall use its best efforts to accomplish distribution thereof to the others in attendance within seven (7) days after each meeting. Such minutes shall be reviewed, amended if necessary, and approved at the next design meeting following the distribution thereof.

#### **4.07. Performance of Construction.**

(a) The Developer shall be responsible for coordinating with the County, in order to prepare and file the documents required for the approval of governmental authorities having jurisdiction over the CRA Project.

(b) Throughout the course of construction, the Developer shall maintain an up-to-date set of Plans and Specifications and reproducible drawings, which show and/or describe all clarifications, addenda, substitutions and approved Change Orders. Upon Final Completion, the Developer shall provide County and the CRA with a set of record drawings and electronic files, as directed by County showing the CRA Project as built (incorporating data concerning as-built conditions) as well as specifications and other documents as may be required by County.

(c) The Developer shall commence performance of the construction of the Work as required by this Agreement and shall diligently proceed with the performance of the Work to completion. If the Developer is delayed in the performance of the Work by fire or unavoidable casualties not the fault of the Developer or causes beyond the Developer's control,





then the Phase I Substantial Completion Date or Phase II Substantial Completion Date, as applicable,, shall be extended for a period equal to the length of such delay to the extent that such delay impacts an activity of the Developer that is a critical path activity.

(d) County's or CRA's exercise of any of their remedies set forth in this Agreement, or requirement of correction or replacement of any defective Work, or requirement of Developer's strict adherence to the Contract Documents or exercise of the County's or CRA's regulatory or police powers, shall not under any circumstances be construed as intentional interference with the Developer's performance of the Work.

(e) "Substantial Completion" shall be defined to include all work (exclusive of minor items of unfinished work which do not preclude beneficial use of the premises) required to complete the Work set forth in the Plans and Specifications. Substantial Completion shall be deemed to have occurred upon the submission of a Certificate of Substantial Completion (in the standard AIA form or other form prescribed by the County) to the County or the CRA, as applicable, by the architect or engineer, as applicable, of record and the issuance of a Temporary Certificate of Occupancy or Use, as applicable, for the CRA Project as a whole or for the individual or multiple projects comprising the CRA Project as set forth in the Master Plan of Improvements; it being understood that separate temporary Certificates of Occupancy or Use may be issued to individual or multiple projects comprising the CRA Project as set forth in the Master Plan of Improvements. The Developer shall have thirty (30) calendar days after the date of Substantial Completion (the "Final Completion Date") within which to complete all remaining Work required by the Contract Documents (the completion of all such Work, including any Work unfinished at the date of Substantial Completion, and the fulfillment of all requirements of the Contract Documents being referred to herein as "Final Completion"). Prior to the Developer requesting the County or the CRA, as applicable, to perform the Substantial Completion review, the Developer shall inspect the CRA Project and prepare a list of all deficient and unfinished work. The list shall be submitted to the County and CRA, as applicable, for review. At Substantial Completion, a "Final Punch List" will be prepared and provided to the Developer. The Final Punch List will contain a listing of all known remaining incomplete items of the Work, but is not to be considered by the Developer as a waiver by County of the Developer's obligation to complete all the Work in complete compliance with Contract Documents. The foregoing obligations with respect to Substantial Completion and Final Completion Date shall apply to Substantial Completion of Phase I and Phase II.

#### **4.08. Change Orders.**

(a) It is understood and agreed that refinement and detailing may be accomplished from time to time with respect to the Plans and Specifications without any changes in the Contract Sum. However, from time to time, the CRA may authorize changes in the Work, issue additional instructions, require additional Work or direct the omission of Work previously ordered. Only those changes in the Work that are approved on a Change Order form as provided and executed by an authorized representative of the CRA ("Change Order"), shall be binding on the CRA and the County subject to the next sentence. The County hereby agrees to pay the Developer the Cost of the Work associated with a Change Order, provided that any Change Order, individually or when taken in the aggregate with all other previously issued Change Orders, does not cause the Phase I Contract Sum to exceed the Phase I GMP or the Phase II



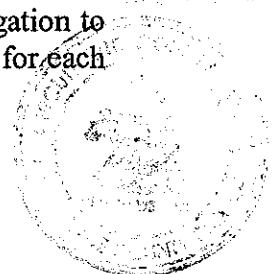
Contract Sum to exceed the Phase II GMP, respectively; provided, however, the CRA may apply any Cost Savings from Phase I of the CRA Project to Change Orders for Phase II of the CRA Project. Under no circumstances shall Change Order(s) result in an increase to the GMP, the Phase I GMP or the Phase II GMP, respectively, unless such agreement is approved by the Commission. Without such written agreement by the CRA as approved by the Commission, once a Change Order is issued, the Work required thereby shall be caused to be performed by the Developer, and in the event additional labor, materials, costs or expenses are necessary to complete the Work required by such Change Order(s) in excess of the GMP, Phase I GMP or Phase II GMP, as applicable, such amounts shall be the sole responsibility of Owner and/or Developer.

(b) CRA may order changes in the Work by initiating a change order request ("Change Order Request"), setting forth in detail the nature of the requested change. Upon receipt of a Change Order Request, the Developer shall prepare a statement setting forth in detail, with a suitable detailed breakdown by trades and work classifications with respect to a change in the scope of the construction and a detailed breakdown of the time and expenses related to the design phase, the Developer's estimate (the "Developer's Estimate") of the changes in the Contract Sum attributable to the changes set forth in such Change Order Request and proposed adjustments, if any, to the applicable Substantial Completion Date resulting from such Change Order Request. Subject to the terms of this Agreement, if the CRA and the Developer agree on a cost ("Agreed Cost"), a Change Order shall be processed and delivered to the Developer for signature. Developer shall not commence changes in the Work until it receives CRA's written notice to proceed or the Change Order is executed. Agreement on any Change Order shall constitute a final settlement on all items affected therein, including without limitation any adjustment in the Contract Sum, the applicable Substantial Completion Date, subject to performance thereof and payment therefore pursuant to the terms of this Agreement and such Change Order. Work provided by unit price may be increased or decreased in quantity as directed by the CRA, provided that the basis for adjustment of the Contract Sum shall be the unit prices agreed upon by the County upon the date of this Agreement.

(c) It is understood and agreed that refinement and detailing may be accomplished from time to time with respect to the Plans and Specifications. No adjustment in the Cost of Work, the GMP or the applicable Substantial Completion Date, shall be made unless (i) such refinement or detailing results in changes in the scope, quality, function and/or intent of the Plans and Specifications and addenda which may not be reasonably inferred or anticipated by a Developer of the Developer's experience and expertise, (ii) the Developer advises County in writing within seven (7) calendar days of the Developer's receipt of said refinements and details that an adjustment is required, and (iii) CRA agrees to the adjustment.

#### **4.09. Payments.**

(a) In full consideration of the full and complete performance of the Work and all other obligations of the Developer hereunder, County shall pay to the Developer the Contract Sum for the Work subject to additions and deductions as provided in this Agreement. Notwithstanding and prevailing over anything herein to the contrary, the County's obligation to reimburse the Developer shall never exceed the GMP for the CRA Project and the GMP for each phase of the CRA Project.



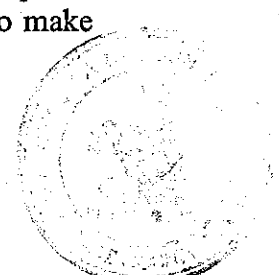


(b) Prior to the first Application for Payment, the Developer shall prepare and submit to the CRA and the County a schedule of values allocated various portions of the Work (the "Schedule of Values"). The Schedule of Values, unless objected to, approved by the CRA and the County shall be used as a basis for reviewing the Developer's Application for Payment.

(c) On or before the first day of each month during the performance of the Work, or such other day of the month agreed to by the parties, the Developer shall submit to the County an itemized Application for Payment for Work completed in accordance with the Schedule of Values. Submission of any original certificates, waivers of liens and claims, or other documents required in this Agreement to be submitted, is a condition precedent to County's obligation to pay Developer hereunder. The "Application for Payment" shall show a complete breakdown of (a) the Cost of the Work for all requested costs for planning, design, engineering and construction of the CRA Project components including all labor and materials, (b) the actual portion of the Work completed and the amount due, (c) the share of the Phase I GMP and Phase II GMP allocated to that portion of the Work as set forth in Schedule of Values, (d) the percentage of the Phase I Developer's Fee or Phase II Developer's Fee attributable to the actual portion of the Work completed along with back-up documentation substantiating same, (e) an itemization of all disbursements to contractors, consultants, subconsultants and subcontractors, materialmen, vendors and miscellaneous suppliers and shall be accompanied by originals of vendors' original invoices, certified payrolls and payroll registers, and other original data and documentation substantiating actual expenditures, and (f) such supporting evidence as may be required by the County including, but not limited to, the documents set forth in Section 4.07(i) below, all in a form and substance acceptable to the County and County Attorney. The Application for Payment shall constitute a representation to the CRA and the County that (i) the Work has progressed to the point indicated, (ii) the quality of the Work is in accordance with the Plans and Specifications, and (iii) all monies previously paid by the County to the Developer have been disbursed to the appropriate contractors, consultants, subconsultants, subcontractors, materialmen, vendors and miscellaneous suppliers based upon the prior Application for Payment, if any.

(d) Provided that the Developer submits all required documentation as required herein, County shall, in accordance with the provisions of the County's prompt payment ordinance or the CSBE ordinance, as applicable, tender payment to the Developer, minus amounts, if any, for which County has withheld funds pursuant to its rights under any portion of the Contract Documents. Inadequately supported charges are subject to disallowance, however, County will make payments of the balance of the Application for Payment when such amounts are approved. The Application for Payment shall not include the cost of materials not incorporated in the Work and the County is not obligated to reimburse the Developer for the cost of materials not incorporated in the Work.

(e) The County Representative shall review each such Application for Payment and may make such exceptions as the County reasonably deem necessary or appropriate under the state of circumstances then existing. In no event shall County be required to make payment for items to which County reasonably takes exception.





(f) The payment of any Application for Payment by County, including the Final Request, does not constitute approval or acceptance by County of any item of Work not in accordance with the Contract Documents, nor shall it be construed as a waiver of any of County's rights hereunder or at law or in equity.

(g) Within thirty (30) days after Final Completion of the Work and acceptance thereof by County or as soon thereafter as possible, the Developer shall submit a final Application for Payment ("Final Request") which shall set forth all amounts due and remaining unpaid to the Developer and upon approval thereof by County, County shall pay to the Developer the amount due under such Final Request ("Final Payment") in accordance with the County's prompt payment ordinance after the satisfaction of requirements for Final Payment.

(h) The Final Request shall not be made until the Developer delivers to the County complete releases of all liens and claims signed by all contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, and vendors on a form Certificate of Subcontractor & Final Waiver of Liens and Claims as provided by the County and an affidavit that so far as the Developer has knowledge or information, the releases include and cover all materials and Work for which a lien or claim could be filed. The Developer may, if any subcontractor, subconsultant, materialman, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to County to defend and indemnify County and CRA against any lien or claim. In addition, and as a condition precedent to County's obligations to make Final Payment, the Developer shall deliver to the County a Certificate of Contractor(s) & Final Waiver of Liens and Claims of the Contractor(s) on a form provided by the County, and the written consent of Contractor(s)' surety and an affidavit that so far as the Developer has knowledge or information, the releases include and cover all materials and Work for which a lien or claim could be filed. The Developer may, if any contractor, consultant, materialman, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to County to defend and indemnify County and CRA against any lien or claim. In addition, and as a condition precedent to County's obligations to make Final Payment, the Developer shall execute and deliver to the County a Certificate of Developer & Final Waiver of Liens and Claims of the Developer on a form provided by the County, and the written consent of Developer's surety. Following delivery by Developer to the County of the original releases of all liens and claims signed by all contractors, consultants, subcontractors, subconsultants, materialmen, suppliers and vendors, as well as the documents to be executed and delivered by the Developer as required above, the County shall pay the Developer the remaining amounts in the Final Request.

(i) Any provision hereof to the contrary notwithstanding, County shall not be obligated to make final payment to the Developer if any one or more of the following conditions exists:

(i) the Developer is in default of any of its obligations under any of the Contract Documents or is in default of any other obligation owed by Developer to County under this Agreement or any other agreement or transaction between the Developer and County in connection with the CRA Project; and/or





(ii) any part of such payment is attributable to Work which is defective or not performed in accordance with the Contract Documents; and/or

(iii) the Developer has failed to make payments within ten (10) days of receipt of payment from County to any contractor or Developer has failed to cause contractors to make payments within ten (10) days of receipt of payment from Developer to any contractor, consultant, subcontractor or subconsultant, or materialmen or supplier for material or labor used in the Work for which County has made payment to the Developer; and/or

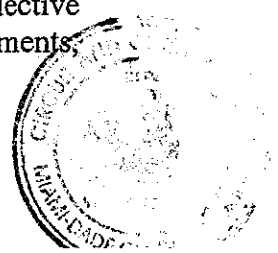
(iv) if County, in its good faith judgment, determines that the portion of the GMP then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents whereupon no additional payments will be due the Developer hereunder unless and until the Developer, at its sole cost, performs a sufficient portion of the Work so that such portion of the GMP then remaining unpaid is determined by County to be sufficient to so complete the Work.

(j) Developer shall use the sums paid to it pursuant to this section solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the Work in accordance with the Plans and Specifications and payment of bills incurred in performance of the Work. With the submission of each Application for Payment the Developer shall furnish to the County a Certificate of Developer & Partial Waiver of Lien on a form provided by the County and a certified statement accounting for the disbursement of funds received from County. Such statement shall itemize all disbursements to contractors, and if required by County, shall be accompanied by copies of contract and subcontract payment vouchers, vendors' invoices, payrolls and other data substantiating actual expenditures, as well as a Certificate of Contractor & Partial Waiver of Lien, from each Contractor and a Certificate of Subcontractor & Partial Waiver of Lien, from each Subcontractor, material man, or vendor, on a form as provided by the County. As a condition precedent to the receipt of Final Payment, all such parties shall submit a full and final waiver and release of mechanic's lien rights for all sums due under their respective contractor contracts, subcontractor contracts, purchase orders or other agreements. However, no provision hereof shall be construed to require County to see to the proper disposition or application of the monies so advanced to the Developer.

(k) Developer shall promptly pay all bills for labor and material performed and furnished by its contractors and consultants in connection with the construction, furnishing and equipping of the CRA Project and the performance of the Work.

(l) The term "Cost of the Work" shall mean those actual costs necessarily incurred and paid or payable by the Developer to the contractors in connection with the proper performance of all the Work excluding those items set forth in this section, and shall include the following items:

(i) Wages paid for labor in the performance of the Work at the CRA Project location including actual effective FICA, state and federal unemployment taxes, group insurance, worker's compensation insurance, and benefits required by law or collective bargaining agreements, and for personnel not covered by collective bargaining agreements;





customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions provided such costs are based on the actual wages and salaries of such employees. Payroll labor charges shall list individual employee names, employee numbers (i.e. social security numbers), titles/classifications, actual hourly base rates, and included benefits. Payroll labor charges shall be compiled on a weekly basis, substantiated by a certified payroll register.

(ii) The cost (including transportation, storage, operating and normal maintenance costs) of all materials, equipment, temporary structures which house equipment, materials, and supplies purchased or rented for use on the CRA Project. Rental rates for equipment shall not exceed the current market rental rates from local third party equipment rental companies.

The Developer shall maintain and submit to CRA on a monthly basis a detailed inventory of all rented equipment with a market value of \$500 or more used on the CRA Project. For each piece of such rented equipment, such inventory shall contain: (a) the rental rate for the piece of equipment, (b) the anticipated duration of the rental period, and (c) the total anticipated rental to be paid for the equipment. Based on such inventory, the CRA shall have the option to purchase such equipment with any increase between the anticipated rental rate and the purchase price added to the Contract Sum provided such purchase does not exceed the GMP. If the foregoing purchase would cause the GMP to be exceeded, the CRA can only purchase the equipment if it separately agrees in writing with the Developer to pay the Developer for those costs in excess of the GMP. The County shall not be obligated to pay the Developer for such costs to the extent such costs exceed the GMP.

Equipment rented or supplied by the Developer must be initially rented or supplied in good working condition. Above normal maintenance, capital improvements and/or overhauls are not chargeable to CRA. Daily, weekly or monthly rental rates are to be billed when it results in cost savings to CRA. CRA reserves the right to dispose of all such materials, equipment, temporary structures, tools and supplies which shall have been purchased, when no longer required for the Work.

(iii) Amounts due under all contractor contracts, consultant contracts, subcontractor contracts and subconsultant contracts made in accordance with the provisions of the Contract Documents. All contracts issued to contractors, consultants, subcontractors and subconsultants must be let in accordance with this Agreement, a solicitation document approved by the County, and the Contract Documents. Any deviations must have prior written approval from County.

(iv) The cost of telephone, postage, photographs, blueprints, office supplies, first aid supplies and related miscellaneous costs reasonably incurred in direct support of the Work at the CRA Project location.

(v) Premiums on bonds, sureties and insurance, if any, that the Developer or the contractor are obligated to secure and maintain under the terms of the Contract Documents and such other insurance and bonds as may be required, subject to the written approval of County. Deductibles paid by Developer or the contractor in connection with





claims made under insurance policies required by this Agreement. Premiums paid as part of the Cost of the Work shall be net of trade discounts, volume discounts, dividends, and other adjustments.

(vi) The cost of obtaining and using all utility services required for the Work.

(vii) The cost of all fees and assessments for the building permit and for other permits, licenses, and inspections which the contractor(s) is required by the Contract Documents to pay.

(viii) The cost of prompt removal of all debris. All contractor and subcontractor contracts shall require the prompt removal of all debris created by contractor and subcontractor activities and the Developer shall exercise its best efforts to enforce such requirements or to effect an appropriate back charge to those contractors or subcontractors who fail to meet their requirements in this regard.

(ix) The cost and expenses, actually sustained in connection with the Work, except to the extent that any such cost or expense is due to the failure of the Developer or its contractors, consultants, subcontractors, subconsultants, suppliers or employees or agents to comply with the requirements of the Contract Documents, or due to the failure of any officer of the Developer or of any of its representatives having supervision or direction of the Work to exercise good faith or the highest standard of care normally exercised in the conduct of the business of a general Developer experienced in the performance of work of magnitude, complexity and type encompassed by the Contract Documents, in any of which events any such expenses shall not be included in the Cost of the Work.

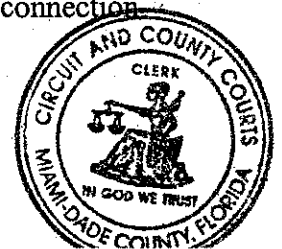
(x) Federal, state, municipal, sales, use and other taxes, as applicable to the CRA Project, all with respect to services performed or materials furnished for the Work, it being understood that none of the foregoing includes federal, state or local income or franchise taxes or ad valorem taxes.

(xi) All reasonable costs and expenditures necessary for the operation of the CRA Project job site office by the contractor(s) selected by the Developer, including cost of field computer services, including job site terminal for purposes of field payroll preparation and control and such progress photos as required; copies of all such photos to be dated, identified and furnished directly to County and CRA.

(xii) The cost of secured off-site storage space or facilities.

(xiii) Any other expenses or charges incurred in the performance of the Work.

(xiv) All cash and trade discounts, credits for early payment, rebates, volume discounts, reduced payments or other benefits accruing to the Developer in connection





with the purchase or rental of materials, equipment, services or other goods required under this Agreement shall accrue to CRA.

(xv) Legal fees and expenses required for the prosecution of the Work provided the same are approved in writing by the County and CRA prior to being incurred. The foregoing specifically excludes legal fees and costs incurred in preparing and negotiating this Agreement and any Change Orders as well as any legal fees and costs relative to any matters between the Owner or the Developer and County or CRA.

(xvi) Costs of correction of the Work under Section 4.23 below, if the costs are not attributable to the fault or negligence of the Developer and/or its contractors or subcontractors, but this inclusion shall not imply any responsibility of the Developer and/or its subcontractors to correct any Work after expiration of the limitation period provided in Section 4.23 below.

(l) The Cost of the Work shall not include the following:

(i) The services and related expenses of the Developer, of any officers or general office supervisory personnel of the Developer and of personnel in the Developer's personnel, legal, advertising, data processing, scheduling, labor relations, insurance and tax departments and all other costs of doing business (including, but not limited to, copying, fax and computer charges), services and related expenses required to maintain and operate the Developer's general offices and any established branch offices.

(ii) The services and related expenses of the Developer's purchasing, secretarial, estimating and accounting departments and clerical staff at the Developer's general offices or any established branch offices. These services shall include all costs associated with computer equipment and related expenses, copying equipment, fax charges (either by page or machine costs), CADD equipment, signage, professional association costs (including, but not limited to, AGC/ABC Fees), bonding charges (including, but not limited to, Fidelity Bonds on office and/or job site personnel), and/or other related expenses.

(iii) The use of capital including interest employed for the Work.

(iv) Amounts required to be paid by the Developer for federal, state or local income or franchise taxes or ad valorem taxes.

(v) Except as set forth in Section 4.07(k)(xviii) above, costs due to the negligence of the Developer, any consultant, contractor, subconsultant or subcontractor or supplier employed by the Developer or anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to the correction of defective work, disposal of materials and equipment wrongfully supplied, or making good any damage to property.

(vi) Costs in excess of the GMP, the Phase I GMP, or the Phase II GMP, as applicable, for the Work.





- (vii) Entertainment and meal expenses and charges of a personal nature.
- (viii) Travel charges
- (ix) Bonuses, profit-sharing or other special labor charges.
- (x) Except as set forth in Section 4.07(k)(xvii), any legal fees and accounting fees.
- (xi) All losses resulting from lost, damaged, or stolen tools and/or equipment.
- (xii) Any cost not specified in Section 4.07(k) above.

#### **4.10. Contractor and Consultant Contracts**

X (a) As soon after selection as possible, the Developer shall prepare and submit for County's approval the names of the persons or entities proposed by the Developer to furnish materials, equipment, or services for each portion of the Work along with documentation in a form and substance acceptable to the County certifying that such persons or entities were selected in compliance with State law and/or County requirements, as applicable, regarding competitive selection processes for design professionals, engineers and contractors. The Developer shall contract solely in its own name and behalf, and not in the name or behalf of County with the selected contractor and consultant. The Developer's form of contract shall be subject to approval of County in order to confirm that such contains terms and conditions as may be required by this Agreement, and once approved may be utilized by Developer without further approval by the County provided that no substantial deviations are made to the approved form of contractor contract and consultant contract without the approval of the County. To the extent any such changes are deemed substantial by the Office of the County Attorney, such provisions shall be deemed unenforceable unless approved by the County. At a minimum, the contractor contract and consultant contract shall provide that the contractor or consultant, as applicable, shall perform its portion of the Work in accordance with all applicable provisions of this Agreement and the other Contract Documents, that contractor or consultant is bound to the Developer to the same extent as the Developer is bound to County, shall provide for a ten percent (10%) retainage for labor and materials, shall provide for termination of the contractor contract and consultant contract by the Developer in the same manner and method as provided in Section 7 of this Agreement, and shall further provide that, in the event this Agreement is terminated for any reason, that the contractor or consultant shall, at County's option, perform its contractor contract or consultant contract for County without additional or increased cost, provided the contractor or consultant is paid in accordance with its contractor contract or consultant contract. The Developer shall sign and cause each contractor and consultant to sign an Assignment of Rights Agreement in a form to be provided by the County (any cost for execution of said assignment will be borne by the Developer and included in the GMP). Nothing contained herein shall, however, create any obligation on County to assume any contractor contract or consultant contract or make any payment to any contractor or consultant unless County chooses to request contractor or consultant to perform pursuant to this Section 4.08(a) or as otherwise provided in

X





this Agreement, and nothing contained herein shall create any contractual relationship between County and any contractor or consultant.

(b) The Developer shall not contract with any contractor, consultant, subcontractor, subconsultant, materialman, vendor, or supplier to whom County has made reasonable objection or with whom the County could not lawfully enter into a contract.

(c) All contractor, consultant, subcontractor contracts and subconsultant contracts shall, so far as practicable, contain unit prices and any other feasible formula for use in determination of the cost of changes in the Work.

#### **4.11. Insurance.**

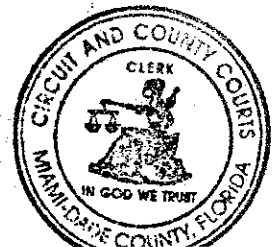
(a) The Developer shall provide or cause to be provided insurance of the type and on the terms and conditions as specified in Exhibit "D" attached hereto. The cost of this insurance is included in the Contract Sum. The failure of the Developer to provide such insurance shall be considered a material breach of this Agreement. Insurance purchased by the Developer shall be purchased from a carrier acceptable to County.

(b) Developer shall maintain the coverages for insurance as required by Exhibit "D" as set forth in this section and thereafter during any and every period when Developer and/or any of its contractors, consultants, subcontractors and/or subconsultants are performing any work or furnishing any services pursuant to the Contract Documents. Upon execution of this Agreement, Developer shall provide or cause to be provided the professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, business automobile insurance, and the umbrella liability insurance policies. Prior to the commencement of construction of the Work, Developer shall require the contractor(s) provide the builder's risk insurance policies and all other policies required by Exhibit "D"; provided, however, no construction shall be performed unless and until the builder's risk insurance policy is provided to the County in accordance with this Agreement.

#### **4.12. Indemnity.**

(a) In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Developer agrees to indemnify, protect, defend, and hold harmless the County and CRA, their elected officials, officers, employees, consultants, and agents from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Developer and other persons employed or utilized by the Developer in the performance of the Work.

(b) The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer and/or any subcontractor or subconsultants under worker's compensation acts, disability benefit acts, or other employee benefit acts.





(c) In the event that any claims are brought or actions are filed against the County and/or CRA with respect to the indemnity contained herein, the Developer agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Developer agrees that the County and CRA may select the attorneys to appear and defend such claims or actions on behalf of the County and CRA. The Developer further agrees to pay at the Developer's expense the attorneys' fees and costs incurred by those attorneys selected by the County and CRA to appear and defend such claims or actions on behalf of the County and CRA. The County and/or the CRA, at their respective sole option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the County and/or CRA.

(d) To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

(e) This Section shall survive expiration or termination of this Agreement.

#### **4.13. Bonds.**

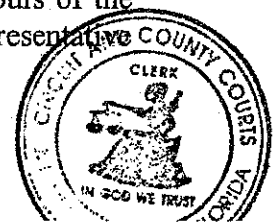
(a) Pursuant to and in accordance with Section 255.05, Florida Statutes, the Developer and each prime contractor performing any part of the Work specified in the Plans and Specifications for the Developer shall obtain and thereafter at all times during the performance of the Work maintain a combined performance bond and labor and material payment bond for the Work (referred to herein as the "Bond") in an amount equal to one hundred percent (100%) of the Cost of the Work, as it may be amended from time to time, and in the form attached hereto as Exhibit "E". The Developer and each prime contractor may be covered as a principal under the same bond.

The surety providing such Bond must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premium for such Bond is included in the Cost of the Work or the Developer's Fee, as applicable. Within ten (10) days of issuance, Developer shall record all bonds required by the Agreement in the Public Records of Miami-Dade County.

(b) Prior to performing any portion of the Work, the Developer shall deliver to County the Bonds required to be provided by Developer and each contractor as set forth in this section.

#### **4.14. Inspection Rights of the County and the CRA.**

The Developer agrees that the County and the CRA, through the respective party's designated representative, shall have the right at all times during normal business hours of the Developer or general contractor, as the case may be; and at such other times as the representative





may reasonably request, to review the Contract Documents and to inspect the progress of the construction of the CRA Project. The County and the CRA agree to require the representative to comply with all applicable safety requirements and procedures. In addition, the Developer shall keep the books and records to be maintained by the Developer pursuant to this Agreement at its regular business office, which the County and the CRA or their authorized representative may examine and/or audit (at the County's or CRA's expense, as applicable) at all reasonable times upon reasonable notice (not less than one Business Day) to the Developer. The Developer further agrees to preserve and enforce the foregoing in favor of the County as to the general contractor and all contractors or other persons retained by or on behalf of the Developer. The provisions of this section shall in no way limit or otherwise relieve the Developer from the Developer's obligation to complete the Project in conformance with this Agreement unless the County's or CRA's inspections or tours unreasonably interfere with the Developer's construction of the CRA Project and then only to the extent that such acts continue after the Developer's notice to the County or CRA of such interference. The County, through appropriate designees, which may change from time to time, further reserves the right to enter the CRA Project during regular business hours to conduct fire, safety and health inspections or to exercise the County's normal police powers, provided (a) the County shall use its reasonable efforts not to interfere with the operations of the Developer and (b) the County's inspection rights shall not be deemed to limit in any way the Developer's rights to contest the County's findings with respect to such inspections or the exercise of such police powers.

The Developer and the Owner acknowledge that, pursuant to County Ordinance No. 97-215 and County Administrative Order No. 3-20, audit accounts must be established to pay for the services and administrative requirements of the County's Inspector General and for IPSIG services, respectively. The amount of these audit accounts will be shown in the applicable contract bid form. Neither the Owner nor the Developer shall have entitlement to any of these funds contained in the Inspector General or the IPSIG audit accounts. The County retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

Pursuant to Ordinance 97-215, Miami-Dade County has established the Office of Inspector General which may perform audits on any County contract throughout the duration of each contract, and may perform reviews and investigations, and require the production of records, and other functions as provided in the ordinance. The cost of the administration of these services by the Office of Inspector General shall be  $\frac{1}{4}$  of 1% of the base contract amount, which cost the Owner and Developer agree is included in the total contract amount for the sole convenience of the County. This administrative cost will be retained by the County for this purpose from the total contract amount. This administrative cost shall also be included in all change orders to this contract and all contract renewals and extensions. Accordingly, this administrative cost will be retained by the County for this purpose from all change orders, contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized and empowered to review past, present and proposed programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring





existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Owner and Developer, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

The Inspector General shall have the right to inspect and copy all documents and records in the Owner and Developer's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Owner and Developer, its officers, agents, employees, subcontractors and suppliers. The Owner and Developer shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Owner and Developer in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Owner and Developer or third parties.

#### **4.15. As-Built Plans and Specifications.**

Concurrent with the Final Request for Payment, the Developer shall furnish final as-built Plans and Specifications including surveys, to the County in a format acceptable to the County, showing the exact locations of all structures and water, sewer, gas, fuel, telephone, security, and electric lines and mains and of all easements for such utilities then existing. Such as-built Plans and Specifications and surveys shall be prepared by, as applicable, a licensed architect or surveyor who shall certify that the Work is installed and erected entirely upon the CRA Project location and within the building restriction lines, if any, and does not overhang or encroach upon any easement or right-of-way of others.

#### **4.16. No Liens.**

(a) Developer acknowledges and agrees that any real property owned by the County or the CRA upon which the Work or any portion thereof is to be performed is excluded from the definition of "real property" upon which liens may be placed as set forth in Section 713.01(24), Florida Statutes. Developer further acknowledges and agrees that the Work to be performed hereunder is for the construction of public improvements and that the Developer shall comply with the requirements of Section 255.05, Florida Statutes, including but not limited to,





the provision of bonds and payment of claims. The Developer hereby waives, releases, and relinquishes any right to claim or file a mechanic's or materialmen's lien against the Work or any portion thereof, whether the Work is performed on real property owned by the County or the CRA or the Owner, including, but not limited to, any rights the Developer may have under Chapter 713, Florida Statutes. This waiver and relinquishment of Developer's rights to claim a mechanic's lien is made for good and valuable consideration and in recognition that County and CRA would not enter into this Agreement without such waiver and relinquishment. The Developer shall, if the CRA Project is subject to the foregoing conditions, include a provision substantially similar to this section in each of its contracts and purchase orders, requiring contractors, subcontractors, materialmen, vendors and suppliers to waive any claim or entitlement to a mechanic's or materialmen's lien on the CRA Project location and to look solely to the credit of the contractor or it's the surety for payment of any sums due on the CRA Project.

(b) The Developer shall not voluntarily permit any laborer's, materialmen's, mechanic's, or other similar lien to be filed or otherwise imposed on any part of the Work or the County's, the CRA's or Owner's real property. If any laborer's, materialmen's, mechanic's, or other similar lien or claim thereof is filed and if the Developer does not cause such lien to be released and discharged forthwith, or file a bond in lieu thereof, County or CRA shall have the right to pay all sums necessary to obtain such release and discharge and deduct all amounts so paid from the next payment due the Developer under this Agreement. If any such lien is filed or otherwise imposed, at the request of County or CRA, the Developer shall cause such lien to be released and otherwise discharged. The Developer hereby indemnifies and holds harmless County and the CRA from all claims, losses, demands, causes of action, expenses including attorneys' fees, or suits of whatever nature arising out of any such lien.

#### **4.17. Title to Work.**

Immediately upon incorporation of materials to the CRA Project or the performance of any part of the Work, title thereto shall vest in County or the CRA, as appropriate; provided, however, the vesting of such title shall not impose any obligations on the CRA or the County or relieve the Developer from any of its obligations hereunder.

#### **4.18. Work in Progress.**

The Developer shall protect and prevent damage to all phases of the Work, and any existing facilities or improvements, including but not limited to the protection thereof from damage by the elements, theft, or vandalism. During the course of the Work, the Developer shall remain responsible for the risk of loss of the Work and shall promptly remedy, repair and replace all damage and loss (other than damage or loss insured under insurance required by the Contract Documents) to the Work caused in whole or in part by the Developer, a contractor, a subcontractor, or anyone directly or indirectly employed or controlled by any of them, or by anyone for whose acts they may be liable and for which the Developer is responsible.

#### **4.19. Hazardous Substances.**

(a) The Developer and Owner agree that they shall not transport to, use, generate, dispose of, or install at the CRA Property, the County Property and/or any existing





County rights-of-way within the Primary Redevelopment Project (collectively, the "CRA Project Location") any Hazardous Substance (as defined in Section 42 U.S.C. Sec. 9601(14), except in accordance with applicable environmental laws. In the event the Developer and/or Owner violates this section, to the fullest extent permitted by law, the Developer and Owner hereby indemnifies and holds harmless County and the CRA and their elected officials, officers, employees, consultants, and agents from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including but not limited to expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in herein (collectively "Environmental Claims"); provided, however, the Developer and Owner shall not be responsible for any Environmental Claims arising from Hazardous Substances existing on or under real property owned by the County as of the date of this Agreement except to the extent the Environmental Claims result from the negligence of the Developer and/or Owner.

(b) In performing the Work, the Developer shall not cause the release of a Hazardous Substance into the environment, including the soil, the atmosphere, any watercourse or ground water, except in accordance with applicable environmental laws. In the event the Developer encounters on the CRA Project Location any Hazardous Substance, or what the Developer reasonably believes to be a Hazardous Substance, which is being introduced to the Work, or exists on the CRA Project Location, in a manner violative of any applicable environmental law, the Developer shall immediately stop Work in the area affected and report the condition to the CRA and the County in writing, as applicable. The Work in the affected area shall not thereafter be resumed except by written authorization of County or the CRA, as applicable, if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event the Developer or Owner fail to stop the work upon encountering a Hazardous Substance at the CRA Project Location, to the fullest extent permitted by law, the Developer and Owner hereby indemnify and hold harmless County and CRA and their officers, agents and employees from and against all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to, or resulting from the Developer's or Owner's failure to stop the Work.

(c) An extension of time plus payment of reasonable itemized general conditions including demobilization costs (provided the County is not obligated to pay such sums to the extent the costs exceed the GMP) shall be the Developer's sole remedy for any delay arising out of the encountering and rendering harmless of the Hazardous Substance at the CRA Project Location. County and the Developer may enter into an agreement for the Developer to cause the remediation of and/or render harmless the Hazardous Substance located on the County-owned property, but the Developer shall not be required to cause the remediation of and/or render harmless the Hazardous Substance located on County-owned property absent such agreement. CRA and the Developer may enter into an agreement for the Developer to cause the remediation of and/or render harmless the Hazardous Substance located on the CRA Property, but the Developer shall not be required to cause the remediation of and/or render harmless the Hazardous Substance located on CRA Property absent such agreement. Developer shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.





(d) The Owner covenants and agrees, to indemnify, defend, protect and save the County and the CRA harmless against and from any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defense, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' fees (actually incurred), consultants' and expense fees and disbursements incurred in investigating, defending against, settling or prosecuting, arbitrating, appealing any claim, litigation or proceeding) which may at any time be imposed upon, incurred by or assigned or awarded against the County or the CRA and arising directly or indirectly from or out of, incidental to, or resulting from the release and/or presence of any Hazardous Substances (said release and/or presence occurring prior to the County or the CRA acquiring title to any part of the CRA Property and/or County Property) on, in, under or affecting all or any portion of the CRA Property and/or County Property, regardless of whether or not caused by or within the control of the Owner or the Developer upon land, any water course, body or surface or subsurface water or wetland located within the Property.

(e) To the best of Developer's and Owner's knowledge, during Owner's period of ownership of the Property, the Property has not been used or operated in any manner whatsoever, that resulted in the contamination, handling, transportation, spilling, leakage, dumping, release, storage, flow, use, treatment, manufacture and/or disposal of any Hazardous Materials upon and/or from any portion of the Property, and/or any soil, air, body of water, ground water, surface water, aquifer, public domain, and/or any other property whatsoever, including without limitation, any property adjoining, and/or abutting the Property.

(f) Within thirty (30) days of the date of this Agreement, the Owner shall deliver to the County and CRA copies of any environmental assessments reports and information related to the environmental condition of the Property.

(g) The provisions of this Section 4.19 shall survive the conveyance by the Developer to the CRA and County of the CRA Property and County Property, respectively, and the delivery of the Warranty Deeds relative thereto.

#### **4.20. Compliance with Laws.**

(a) The Developer shall notify County in writing of all conflicts between the Contract Documents and any laws, ordinances, rules, regulations and restrictions that come to the attention of the Developer or should have come to the Developer's attention with the exercise of due care. If the Developer performs any of the Work knowing, or when with the exercise of due care the Developer should have known, it to be contrary to any such laws, ordinances, rules, regulations or restrictions and fails to give County written notice thereof prior to performance, the Developer shall bear all related costs, liabilities, and expenses arising from such noncompliance including reasonable attorney's fees and costs.

(b) The Developer shall obtain or cause to be obtained all necessary licenses, building and other permits, and similar authorizations from governmental authorities required or necessary to perform its obligations hereunder, and shall give all notices required by, and otherwise comply with, all applicable laws, ordinances, rules, regulations and restrictions.





(c) The Developer agrees that all of the Developer's services and the Work shall comply with all applicable laws, statutes, ordinances, codes, executive orders, rules, regulations including without limitation, those adopted by the County, all environmental laws, and the federal and State of Florida "Right to Know" laws related to Hazardous Substances in the workplace.

#### **4.21. Safety and Protection.**

(a) Developer shall take reasonable employees on the CRA Project location and other precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

(i) all persons on CRA Project location or who may be affected thereby;

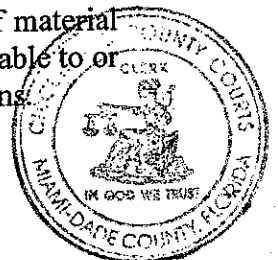
(ii) all Work and materials and equipment to be incorporated therein, whether in storage on or off the CRA Project location; and

(iii) other property at the CRA Project location or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

(b) Developer shall comply with applicable laws and regulations of any public body having jurisdiction for safety or persons or property to protect them from damage, injury or loss; and shall erect and maintain reasonable safeguards for such safety and protection. The contractor shall erect and maintain, as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Developer, contractor or any subcontractor, materialman, supplier, vendor, or any other individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, except damage or loss attributable to acts or omissions of the CRA and the County or anyone directly or indirectly employed by them, or by anyone for whose acts either of them are liable, and not attributable to the fault or negligence of the Developer or the contractor, shall be remedied by Developer. Developer's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and County has issued a notice to Developer that the Work is acceptable.

(c) Developer shall designate a responsible representative of the Developer's organization at the CRA Project location whose duty shall be the prevention of accidents.

(d) Developer shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws or regulations.





(e) In emergencies affecting the safety or protection of persons or the construction or property at the CRA Project location, Developer, without special instruction or authorization from the County, is obligated to act to prevent threatened damage, injury or loss. Developer shall give County prompt written notice if Developer believes that any significant changes in the construction or variation from the Contract Documents have been caused thereby. If a change in the Contract Documents is required because of the action taken by Developer in response to such an emergency, a Change Order will be issued to document the consequences of such action.

#### **4.22. Use of Site and Other Areas.**

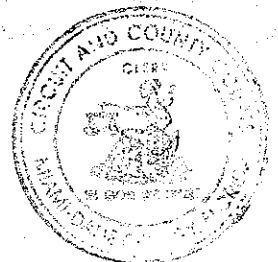
(a) Developer shall confine construction equipment, the storage of materials and equipment and the operations of construction workers to those lands and areas permitted by the County and other land and area permitted by laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber any such land or area's with construction equipment or other materials or equipment. Developer shall promptly remedy damage and loss (other than that insured under property insurance) to any such land or area, or to the owner or occupant thereof or any adjacent land or areas, caused in whole or part by the Developer or by anyone for whose acts it may be liable and for which the Developer is responsible, except damage or loss attributable to the CRA and the County. Should any claim be made by any such owner or occupant because of the performance of the Work, Developer shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceedings or at law. Developer shall, to the fullest extent permitted by law and regulations, indemnify and hold harmless the County and the CRA and their elected officials, officers, employees, consultants, and agents from against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against County and/or the CRA, or any other party indemnified hereunder to the extent caused by or based on Developer's, or its contractor's, consultant's, subconsultant's or subcontractor's performance of the Work, except to the extent attributable to the negligence of the County or the CRA.

(b) During the performance of the Work, Developer shall keep the CRA Project location free from unreasonable accumulations of waste materials, rubbish and other debris resulting from the construction. At the completion of the construction Developer shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, temporary construction and machinery and surplus materials. Developer shall leave the CRA Project location clean and ready for use and occupancy by County at Substantial Completion.

(c) Developer shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Developer subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **4.23. Developer's Construction Warranties.**

The Developer represents and warrants to the County and CRA as follows:





(a) That it is able to furnish the services; that it is experienced in and competent to perform the Work contemplated by this Agreement; and that it is qualified to do the Work herein and is authorized to do business in the state in which the CRA Project is located.

(b) That the Work shall be constructed in a good and workmanlike manner, free from defects, and in strict compliance with the Contract Documents.

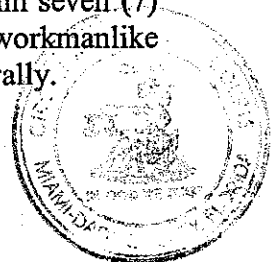
#### **4.24. Correction of Work.**

(a) The Developer shall at its sole cost (i) cause the contractor(s) to replace any parts of the Work that fail to conform with the requirements of this Agreement that appear during progress of the Work on the CRA Project; (ii) cause the contractor(s) to remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from the time of Final Completion of the Work hereunder or within such longer period of time as may be set forth in the Plans and Specifications, and addenda or other Contract Documents or as may be required by law; and (iii) cause the contractor(s) to replace, repair or restore any parts of the CRA Project that are injured or damaged by any such parts of the Work that do not conform to the requirements of this Agreement or are due to defects in the Work. The provisions of this section apply to work performed by contractors and subcontractors. In addition to the Developer's responsibility to cause the contractor(s) to make repairs or redo Work under this section, the Developer shall also be responsible to County and CRA for any damages suffered by County and CRA as a result of said defects, provided however the Developer will not be liable for any consequential damages suffered by the County and CRA. The Developer shall commence any work required under this section promptly after notice from County and/or CRA and shall diligently complete such work in a good and workmanlike manner in compliance with the terms of this Agreement applicable to the Work generally.

(b) If County and the Developer deem it inexpedient to require the correction of Work damaged or not performed in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made by agreement between the Developer and County. If County and the Developer fail to reach a settlement or the Developer fails to perform County retains the right to perform the Work after seven (7) days written notice to the Developer and/or surety. County may withhold the cost of said Work as deemed just and reasonable from monies, if any, due the Developer. If no monies are held by County, reimbursement shall be made to County within thirty (30) days by the Developer.

(c) The Developer's express warranty herein shall be in addition to, and not in lieu of, any other warranties or remedies County may have under this Agreement, at law, or in equity for defective Work.

(d) If County elects to perform the work described in this section, this performance shall not void or otherwise impair the Bond required by this Agreement. If County elects to enforce the Bonds, the surety shall cause the work to be commenced within seven (7) days after notice from County and diligently completed thereafter in a good and workmanlike manner in accordance with the terms of this Agreement applicable to the Work generally.





#### **4.25. Signage.**

Except for safety signage required by applicable laws which shall be installed in compliance with applicable laws, all construction signage, including, but not limited to that appearing on cranes and other construction equipment located at the CRA Project location, shall be subject to the prior written approval of County. The Developer recognizes that all signage (except safety signage required by applicable laws) may be disallowed, in County's sole discretion, and that existing signage or advertising on construction equipment, field offices, trailers, construction fences, etc., may be required to be masked or deleted, all at no cost or expense to County. Notwithstanding the foregoing, the parties intend to erect a CRA Project sign identifying the County, CRA, Developer and key participants in the CRA Project. Such CRA Project sign shall be installed in compliance with the County's sign ordinance.

#### **4.26. Press Releases.**

The Developer shall coordinate any public announcement or publicity releases relating to the CRA Project through the County and the CRA. The Developer shall also require contractors and consultants to comply with this requirement.

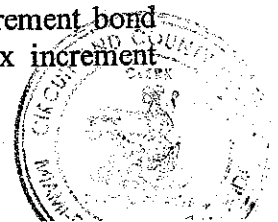
#### **4.27. Ownership of Contract Documents.**

All Plans and Specifications, as-built drawings, detail drawings and other drawings prepared in connection with the CRA Project, upon payment by County to Developer therefore, shall be and remain the property of County and/or the CRA and are not to be used by the Developer on any other project and shall be relinquished to County at Final Completion or sooner if otherwise required by this Agreement, provided, however, that the Developer may maintain one record set of as-built drawings.

### **5. FINANCING CRA PROJECT**

#### **5.01. County Participation.**

The County agrees to advance funds or secure funding on behalf of the CRA in an amount not to exceed \$19.1 million dollars to be repaid from tax increment revenues of the CRA ("Project Funds"). The County is not obligated to make available all of the Project Funds at one time but rather as needed from time to time pursuant to the terms of this Agreement. The Project Funds shall be used solely for the purpose of paying the cost of the CRA Project as approved in the Plans and Specifications, the Developer's Fee, and amounts paid to contractors and consultants in accordance with this Agreement, in an amount not to exceed \$18 million, paying the cost of securing the Project Funds, paying interest on any debt incurred by the County for up to three years and paying all costs and expenses associated with the County Representative. The County shall secure the necessary funds (the "County Obligation") at its discretion by issuing bonds, securing a loan or obtaining any other alternative financing. The County reserves the right and the CRA agrees to allow the County to continue to pay all or a portion of it's the debt service on any County Obligation from tax increment revenues on deposit in the Trust Fund, or to require the Agency to retire the County Obligation with proceeds from a tax increment bond issuance in which the debt service on the bonds are secured primarily with tax increment





revenues (the "TIF Bonds"). All or a portion of the Project Funds shall be available no earlier than December 1, 2003. In the event that the County cannot secure all or a portion of the Project Funds from a financing by December 1, 2003, it agrees to use available non-ad valorem County funds in the interim (the "County Advance"). Notwithstanding the foregoing, in no event shall the agreement by the County to make Project Funds available to the CRA be construed as a general obligation of the County requiring the County to use ad valorem revenues. Moreover, the final details of any County Obligation or any TIF Bonds are subject to approval by the Commission.

## **5.02. CRA Obligations**

(a) The CRA agrees that all tax increment revenues received by the CRA shall be deposited in the Trust Fund and utilized in accordance with the terms of this Agreement. The CRA agrees that all tax increment revenues on deposit in the Trust Fund are pledged to the repayment of any County Obligation or TIF Bonds or to the reimbursement of the County for any County Advance. Funds shall be withdrawn from the Trust Fund, when necessary, (i) to pay administrative expenses of the CRA in accordance with its annual budget, (ii) to make periodic payments on any County Obligation or any TIF Bonds; (iii) to reimburse the County in full as soon as it is practicable for any County Advance; and (iv) to reimburse the County in full for all costs and expenses associated with the County Representative. The CRA agrees that the priority of withdrawals shall be determined in accordance with the final details any of County Obligation and/or TIF Bonds.

(b) The CRA agrees to cooperate with the County in its efforts to secure the Project Funds. It also agrees to participate in the issuance of any TIF Bonds at the request of the County. Any action taken by the CRA will require prior approval by its Board.

## **6. COOPERATION OF THE PARTIES**

**6.01. Role of Developer.** The Developer shall be required to attend and participate in meetings of the CRA staff and consultants regarding the planning, design, scheduling, construction, inspection and financing of the CRA Project.

**6.02. Maintenance of Improvements.** The Developer, the County and the CRA agree to enter into agreements, in form and content mutually acceptable to all parties, governing the maintenance, repair and replacement of the improvements within the CRA Project within one hundred twenty (120) days following the Effective Date of this Agreement.

## **7. DEFAULT; REMEDIES**

(a) [INTENTIONALLY OMITTED]

### **7.02. Default, Remedies; Developer and Owner.**

(a) There shall be an "event of default" by the Developer and/or Owner under this Agreement if the Developer and/or Owner shall fail to perform or comply with any provision of this Agreement or if any representation and warranty of the Developer or Owner in this





Agreement fails to be true and correct, and such failure shall continue for more than thirty (30) days after the County or the CRA shall have given the Developer and/or Owner, as applicable, written notice of such failure; provided, however, that if such failure cannot reasonably be cured within said thirty (30) days, then the event of default under this paragraph shall be suspended if and for so long as the Developer and/or Owner commences and proceeds diligently to cure such default within the said thirty (30) days and diligently continues to proceed with curing such default until so cured; or

(b) Upon the occurrence of an event described in Section 7.02(a) above, the CRA or County may, at any time thereafter if such event of default has not been cured, at its election either institute an action seeking specific performance of the Developer's or Owner's obligations hereunder, or other injunctive relief, to the fullest extent permitted by law, or give a written notice of termination of this Agreement to the Developer and/or Owner, as applicable, and on the date specified in such notice, which shall not be less than thirty (30) days, this Agreement shall terminate and all rights of the Developer and Owner in this Agreement shall cease, unless before such date all other events of defaults by the Developer and/or Owner, as applicable, occurring or existing at that time shall have been cured, or if not capable of being cured within said thirty (30) days, reasonable and necessary actions to cure such default have commenced and are being diligently pursued.

(c) In no event shall a termination of this Agreement pursuant to Section 7.02(b) above, nor the exercise or failure to exercise any other right or remedy authorized by this Agreement, limit any other claim or remedy available to the County or the CRA under applicable law, including, without limitation, such damages or suits for damages to which the County or the CRA may be entitled as a result of any breach or event of default by the Developer or Owner; provided, however, neither the CRA nor the County shall be entitled to, nor shall they seek, any consequential and/or punitive damages in connection with any default by the Developer and/or Owner. Notwithstanding the foregoing, no principal, officer, director, member, partner or shareholder of the Developer or the Owner, or any entity controlling or related to the Developer or Owner, shall have any personal liability for a default hereunder or damages or a claim of damages arising as a result thereof. In addition to any other remedies available and to the extent permitted by law, the County is hereby authorized to withhold any pending permits and approvals for the Property, and refuse any inspections or grant any approvals, with regard to the Property until such time as the event of default is cured.

### **7.03. Default, Remedies; CRA and County.**

(a) There shall be an "event of default" by the County or the CRA under this Agreement if the County or the CRA shall fail to perform or comply with any other provision of this Agreement, or if any representation and warranty of the County or the CRA in this Agreement fails to be true and correct, and such failure shall continue for a period of thirty (30) days after the Developer and/or Owner shall have given the County or the CRA, as applicable, written notice of such failure; provided, however, that if such failure cannot reasonably be cured within said thirty (30) days, then the event of default under this Section shall be suspended if and for so long as the County or the CRA proceeds diligently to cure such default within the said thirty (30) days and diligently continues to proceed with curing such default until so cured.





(b) Upon the occurrence of an event described in Section 7.03(a) hereof, the Developer or Owner may, at any time thereafter, at its election either institute an action seeking specific performance of the County's or CRA's obligations hereunder, or other injunctive relief, to the fullest extent permitted by law, or give a written notice of termination of this Agreement to the County and the CRA, and on the date specified in such notice, which shall be not less than thirty (30) days, this Agreement shall terminate and all rights of the County and the CRA hereunder shall cease unless before such date all defaults by the County hereunder existing at that time shall have been remedied.

(c) In no event shall a termination of this Agreement pursuant to Section 7.03(b) above, nor the exercise or failure to exercise any other right or remedy authorized by this Agreement, limit any other claim or remedy available to the Developer or Owner under applicable law, including, without limitation, such damages or suits for damages to which the Developer may be entitled as a result of any breach or event of default by the County or the CRA; provided, however, such damages shall be expressly limited to the amount of eligible and undisputed CRA Project costs incurred by Developer which remain unreimbursed by the CRA and/or County; provided, further, neither Developer nor Owner shall be entitled to, nor shall they seek, any consequential and/or punitive damages in connection with any default by the County and/or CRA. Notwithstanding the foregoing, no commissioner, elected official, non-elected official, officer, director, member, employee or any other person related to the County and/or the CRA shall have any personal liability for a default hereunder or damages or a claim of damages arising as a result thereof.

## 8. FORCE MAJEURE

8.01. The following described events shall be events of force majeure for the purposes of this Agreement in connection with delays in any performance contemplated by this Agreement: fire, flood, earthquake or hurricane; unavailability of labor, materials, equipment or fuel; war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic; archaeological excavation; lack of or failure of transportation facilities; any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof except the County; or acts of God ("Force Majeure Event").

8.02. In the event any party is delayed in the performance of any act or obligation pursuant to or required by this Agreement as a result of any one or more Force Majeure Events described in this section, the time for required substantial completion of such act or obligation shall be extended by the number of calendar days equal to the total number of calendar days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking excuse for non-performance and delay in performance as the result of an occurrence of a Force Majeure Event as described in this section shall give written notice to the County and to the CRA with respect to the Developer, or to the Developer, if with respect to the County or the CRA, or both, specifying the cost of the anticipated delay and its actual or anticipated duration, and if such delay shall be continuing thereafter no less than bi-weekly so long as such Force Majeure Event continues, similar written notice stating that the condition continues and its actual or anticipated duration. Any party seeking delay in nonperformance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other parties,





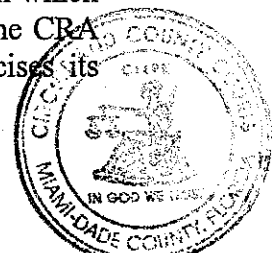
except for the incurrence of unreasonable additional costs and expenses, to overcome any delay that has resulted.

## **9. REAL PROPERTY AND EASEMENT CONVEYANCES**

### **9.01. CRA Property.**

(a) Upon the recordation of the plat of the Property or the applicable portion thereof, and as a condition precedent to the County's obligation to pay the Developer for the CRA Project pursuant to the terms of this Agreement, Owner shall execute a Warranty Deed (the "Deed") in statutory form transferring marketable fee simple title to the parcels of real property which are graphically described on Exhibit "F" attached hereto and by this reference made a part of this Agreement (collectively, the "CRA Property") to the CRA, free and clear of all mortgages and liens and subject only to title exceptions permitted in accordance with Section 10 below. At the time of conveyance of the CRA Property to the CRA such property shall not longer be deemed included within the Property. The Owner acknowledges and agrees that the CRA Property will be shown as separate lots on the plat of the Property and the conveyance of the CRA Property will be based on the legal descriptions of the CRA Property as shown on said plat. The Deed shall contain provisions providing that ownership or occupancy of the CRA Property shall not carry with it (i) any liability, financial or otherwise, of any kind to or in behalf of any associations, or (ii) any ownership interests or obligations with regard to any areas under common ownership, in each case except as specifically provided in this section. The foregoing does not apply to any ownership or reversionary interest the owner or occupant of the Property may have in any public rights-of-way adjacent or leading to the CRA Property. Owner shall execute and record such other documents as may be necessary in furtherance of this provision.

No later than thirty (30) days after the date that this Agreement becomes effective, Owner shall deliver to the CRA either (i) an opinion of title prepared by a licensed Florida attorney and in a form and substance acceptable the CRA and its legal counsel (the "Opinion of Title") or (ii) an ALTA title commitment (the "Commitment"), showing fee title ownership and encumbrances to title relating to the CRA Property. The Opinion of Title and Commitment are hereinafter referred to as the "Title Evidence." The CRA shall notify Owner in writing within thirty (30) days of receipt of the Title Evidence of any defects in the marketability of title that the CRA requires to be corrected. Any encumbrances to title shown in the commitment not objected to by the CRA within said thirty (30) day period shall be deemed permitted title exceptions. If such defects in the marketability of title are found by the CRA and objected to within said thirty (30) day period, then Owner shall have sixty (60) days within which time to use reasonable efforts to correct any such defects in marketable title to the reasonable satisfaction of the CRA. Notwithstanding anything contained in this section to the contrary, Developer and the CRA agree that Owner shall not have any obligation to commence any action or proceeding, except that Owner agrees to cause all mortgages and liens filed against the CRA Property, if any, to be removed prior to the delivery of the Deed hereunder. Upon such reasonable satisfaction, the CRA shall accept title to the CRA Property in accordance with this section. If Owner is unable to correct the title defects to the reasonable satisfaction of the CRA within said sixty (60) day period, the CRA, at its option, may elect to take the title "as is" ("Election to Take"), in which event the defects shall be deemed permitted title exceptions, or reject the transfer of the CRA Property and void the transaction ("Election to Void"). In the event the CRA exercises its





Election to Take, the CRA shall notify Owner in writing of same, and the CRA shall accept title to the CRA Property in accordance with this section. In the event the CRA exercises its Election to Void, the CRA shall deliver written notification of such election to Owner, which written notification shall be in recordable form, and the CRA shall be relieved of all rights and obligations with respect to such CRA Property including, but not limited to, its obligation to pay for any costs related to such CRA Property. The CRA shall provide written notice to Owner of whether it will exercise the Election to Take or Election to Void within thirty (30) days following expiration of said sixty (60) day period. Owner shall deliver the Deed to the CRA in accordance with Section 10 of this Agreement (along with funds sufficient for recording the Deed), together with a No-Lien and GAP Affidavit, FIRPTA Affidavit, a resolution or other appropriate evidence of authority to convey the CRA Property, and the Title Evidence updated with an effective date no earlier than thirty (30) days prior to the date of conveyance, all in a form and substance acceptable to the CRA and its legal counsel. Upon acceptance by the CRA of the Deed, the CRA shall have it recorded in the Public Records of Miami-Dade County. Owner shall pay the documentary stamps on the Deed, if any are required by law, and comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes into escrow with the Miami-Dade County Tax Collector. The provisions of this section shall expressly survive the conveyance of the CRA Property from Owner to the CRA, and shall not merge into the Deed.

#### **9.02 County Property.**

(a) Upon the recordation of the plat of the Property or the applicable portion thereof, and as a condition precedent to the County's obligation to pay the Developer for the CRA Project pursuant to the terms of this Agreement, Owner shall execute a Warranty Deed (the "Deed") in statutory form transferring marketable fee simple title to the parcels of real property which are graphically described on Exhibit "G" attached hereto and by this reference made a part of this Agreement (collectively, the "County Property") to the County, free and clear of all mortgages and liens and subject only to title exceptions permitted in accordance with Section 10 below. At the time of conveyance of the County Property to the County such property shall not longer be deemed included within the Property. The Owner acknowledges and agrees that the County Property will be shown as separate lots on the plat of the Property and the conveyance of the County Property will be based on the legal descriptions of the County Property as shown on said plat. The Deed shall contain provisions providing that ownership or occupancy of the County Property shall not carry with it (i) any liability, financial or otherwise, of any kind to or in behalf of any associations, or (ii) any ownership interests or obligations with regard to any areas under common ownership, in each case except as specifically provided in this section. The foregoing does not apply to any ownership or reversionary interest the owner or occupant of the Property may have in any public rights-of-way adjacent or leading to the County Property. Owner shall execute and record such other documents as may be necessary in furtherance of this provision.

(b) No later than thirty (30) days after the date that this Agreement becomes effective, Owner shall deliver to the County either (i) an opinion of title prepared by a licensed Florida attorney and in a form and substance acceptable the County and the Office of the County Attorney (the "Opinion of Title") or (ii) an ALTA title commitment (the "Commitment") showing fee title ownership and encumbrances to title relating to the County Property.





Opinion of Title and Commitment are hereinafter referred to as the "Title Evidence." The County shall notify Owner in writing within thirty (30) days of receipt of the Title Evidence of any defects in the marketability of title that the County requires to be corrected. Any encumbrances to title shown in the commitment not objected to by the County within said thirty (30) day period shall be deemed permitted title exceptions. If such defects in the marketability of title are found by the County and objected to within said thirty (30) day period, then Owner shall have sixty (60) days within which time to use reasonable efforts to correct any such defects in marketable title to the reasonable satisfaction of the County. Notwithstanding anything contained in this section to the contrary, Developer and the County agree that Owner shall not have any obligation to commence any action or proceeding, except that Owner agrees to cause all mortgages and liens filed against the County Property, if any, to be removed prior to the delivery of the Deed hereunder. Upon such reasonable satisfaction, the County shall accept title to the County Property in accordance with this section. If Owner is unable to correct the title defects to the reasonable satisfaction of the County within said sixty (60) day period, the County, at its option, may elect to take the title "as is" ("Election to Take"), in which event the defects shall be deemed permitted title exceptions, or reject the transfer of the County Property and void the transaction ("Election to Void"). In the event the County exercises its Election to Take, the County shall notify Owner in writing of same, and the County shall accept title to the Property in accordance with this section. In the event the County exercises its Election to Void, the County shall deliver written notification of such election to Owner, which written notification shall be in recordable form, and the County shall be relieved of all rights and obligations with respect to such County Property including, but not limited to, its obligation to pay for any costs related to such County Property. The County shall provide written notice to Owner of whether it will exercise the Election to Take or Election to Void within thirty (30) days following expiration of said sixty (60) day period. Owner shall deliver the Deed to the County in accordance with Section 10 of this Agreement (along with funds sufficient for recording the Deed), together with a No-Lien and GAP Affidavit, FIRPTA Affidavit, a resolution or other appropriate evidence of authority to convey the County Property, and the Title Evidence updated with an effective date no earlier than thirty (30) days prior to the date of conveyance, all in a form and substance acceptable to the County and the Office of the County Attorney. Upon acceptance by the County of the Deed, the County shall have it recorded in the Public Records of Miami-Dade County. Owner shall pay the documentary stamps on the Deed, if any are required by law, and comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes into escrow with the Miami-Dade County Tax Collector. The provisions of this section shall expressly survive the conveyance of the County Property from Owner to the County, and shall not merge into the Deed.

The Owner shall grant to the CRA and/or the County such easements on the Property as may now or in the future reasonably be determined by the CRA and/or County to be necessary to serve the Project, and the Owner agrees to execute such documents in a form and substance as provided by the CRA and/or County as may be necessary to effectuate such easements. Such easements will be used for the Project including, but not limited to, roadway, streetscape, plaza, and infrastructure improvements and all utilities and appurtenances necessary and appropriate thereto.





**10. AMENDMENT**

This Agreement, and any of its Exhibits, may be amended only by mutual consent of the parties and by the execution of said amendment by the parties or their successors in interest.

**11. CONSENT**

Except as otherwise provided in this Agreement, whenever consent or approval of either party is required by this Agreement, such consent or approval shall not be unreasonably withheld or delayed or denied.

**12. EQUAL EMPLOYMENT OPPORTUNITY**

Developer for itself and its contractors and subcontractors, agrees that:

**12.01. Non-Discrimination in Employment.**

Developer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, mental or physical disability, national origin or ancestry, sexual orientation, marital status, parental status, military discharge status or source of income. Developer will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race, religion, color, sex, age, mental or physical disability, national origin or ancestry, sexual orientation, marital status, parental status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CRA setting forth the provisions of this nondiscrimination clause.

**12.02. Statements in Solicitations for Employment.**

Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer state that all qualified applications will receive consideration for employment without regard to race, religion, color, sex, age, mental or physical disability, national origin or ancestry, sexual orientation, marital status, parental status, military discharge status or source of income.

**12.03. Provisions to be Included in All Construction Contracts.**

Developer will include the provisions of Sections 12.01 and 12.02 in all of its construction contracts related to the construction of the Project by Developer, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provision will be binding upon each such contractor or sub-contractor.

**13. MUTUAL ASSISTANCE**





Subject to the provisions of applicable law and the respective authority of the County and CRA, the parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

#### **14. MISCELLANEOUS PROVISIONS**

##### **14.01. Remedies Cumulative.**

The remedies of a party set forth in this Agreement are cumulative and the exercise of any one or more of the remedies provided for in this Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided in this Agreement.

##### **14.02. Disclaimer.**

Nothing contained in this Agreement, nor any act of the CRA, the County or the Developer shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the CRA or the County or the Owner or the Developer or any of its consultants or contractors.

##### **14.03. Expiration of Agreement.**

Unless otherwise earlier terminated as provided in this Agreement and with the exception of the indemnification provisions and other provisions which hereby expressly survive the expiration or termination of this Agreement, or by agreement of the parties, this Agreement shall expire at such time as the CRA, the County, the Owner and the Developer have completed all of their obligations set forth in this Agreement.

##### **14.04. Effective Date.**

This Agreement (including any amendments) is effective upon its execution and delivery thereof by the County, the CRA, Owner, and the Developer following its approval by the Commission and the CRA.

##### **14.05. Notices.**

All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be in writing and shall be sufficiently given on the second day following the day on which the same shall have been mailed by registered or certified mail, postage and fees prepaid, return receipt requested addressed as follows:

IF TO CRA:

Naranja Lakes Community Redevelopment Agency  
c/o Miami-Dade County  
111 N.W. 1<sup>st</sup> Street  
Miami, Florida 33128  
Attn: Redevelopment Area Coordinator





Telephone: (305) \_\_\_\_\_  
Facsimile: (305) \_\_\_\_\_

WITH COPIES TO: Steven W. Zelkowitz, Esq.  
Weiss Serota Helfman Pastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Telephone: (305) 854-0800  
Facsimile: (305) 854-2323

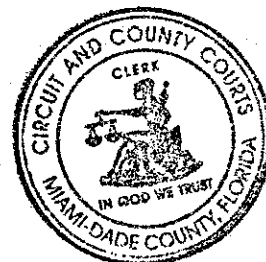
IF TO OWNER: Naranja Lakes Holdings, LLC  
Naranja Lakes Holdings II, LLC  
c/o Mr. George de Guardiola  
1153 Town Center Drive, Suite 202  
Jupiter, Florida 33458  
Telephone: (561) 691-5858  
Facsimile: (561) 691-4044

WITH COPIES TO: Valerie Fernandez, Esq.  
Shutts & Bowen LLP  
201 South Biscayne Boulevard  
Miami, Florida 33131  
Telephone: (305) 358-6300  
Facsimile: (305) 381-9982

IF TO DEVELOPER: Naranja Lakes Construction, LLC  
c/o Mr. Michael Garcia-Carrilo  
14600 S.W. 136<sup>th</sup> Street  
Miami, Florida 33186  
Telephone: (305) 259-3100  
Facsimile: (305) 259-3200

WITH COPIES TO: Valerie Fernandez, Esq.  
Shutts & Bowen LLP  
201 South Biscayne Boulevard  
Miami, Florida 33131  
Telephone: (305) 358-6300  
Facsimile: (305) 381-9982

IF TO COUNTY Miami-Dade County  
111 N.W. 1<sup>st</sup> Street, Suite 2910  
Miami, Florida 33128  
Attn: County Manager  
Telephone: (305) \_\_\_\_\_  
Facsimile: (305) \_\_\_\_\_





WITH COPIES TO: Miami-Dade County  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128  
Attn: County Attorney  
Telephone: (305) 375-5151  
Facsimile: (305) 375-5634

The parties, by notice given pursuant to this section, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent.

**14.06. Paragraph Headings; Gender and Number.**

The paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

The masculine shall include the feminine and the neuter; the feminine shall include the masculine and the neuter; and the neuter shall include the masculine and the feminine. The plural shall include the singular, and the singular shall include the plural, wherever the context so admits.

**14.07. Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**14.08. Successors and Assignees.**

The terms and conditions of this Agreement are to apply to and bind the successors and assigns of the CRA, County, Owner and Developer. Assignment of this Agreement by Developer or Owner shall require the prior written consent of the County and CRA, such consent not to be unreasonably withheld or delayed, and approval by the Commission. In the event of the conveyance of the Property, or any portion thereof, the successor in title to Owner shall be obligated to perform all obligations of the Owner and Developer as set forth in this Agreement, and Owner and Developer shall remain liable to the County and CRA for all of their obligations set forth in this Agreement until such time as Owner and Developer deliver to the County and CRA an assignment and assumption of this Agreement, executed by Owner, Developer and the proposed assignee, in which the assignee agrees to assume all of the obligations of Owner and Developer in this Agreement. Said assignment and assumption shall be in a form and substance acceptable to the County and the CRA and their legal counsel.

**14.09. Severability.**

If any provision of this Agreement or any paragraph, sentence, clause, phrase or word, or the application of each, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.





#### **14.10. Jurisdiction.**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

#### **14.11. Independent Contractor.**

Nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

#### **14.12. Negotiated Agreement.**

The parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

#### **14.13. Prior Agreements.**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

#### **14.14. Covenants Running with the Land.**

This Agreement, and the rights and interests created herein, are intended to and shall run with the land, and shall be binding upon, inuring to the benefit of, and enforceable against the parties hereto and their respective successors and assigns. In the event of multiple ownership of the Property subsequent to the date hereof, each of the subsequent owners, mortgagees and other successors in interest in and to the Property shall be jointly and severally bound by the terms and provisions of this Agreement as covenants that run with the land.

#### **14.15. County's Rights as Sovereign; No Liability for Exercise of Police/Regulatory Powers.**

It is expressly understood that notwithstanding any provision of this Agreement and the County's status thereunder, the County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction, development and operation of the Primary Redevelopment Project, or be liable for the same.





The County shall not by virtue of this Agreement be obligated to grant the Developer, Owner or the CRA any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, development and/or operation of the Primary Redevelopment Project.

Notwithstanding and prevailing over any contrary provision in this Agreement, any County covenant or obligation that may be contained in this Agreement, including but not limited to the following: (a) to cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Developer, Owner and/or the CRA, regardless of the purpose required for such cooperation; (b) to execute documents or give approvals, regardless of the purpose required for such execution or approvals; (c) to apply for or assist the Developer, Owner and/or CRA in applying for any County or third party permit or needed approval; or (d) to contest, defend against, or assist the Developer, Owner and/or the CRA in contesting or defending against any challenge of any nature, shall not bind the Commission, or any County, federal or State department, authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental entities in the exercise of its police power; and the County shall be released and held harmless, by the Developer, Owner and/or the CRA from any liability, responsibility, claims, consequential or other damages, or losses to the Developer, Owner and/or the CRA or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever.

CRA and County cannot, and hereby specifically do not, waive or relinquish any of their regulatory approval or enforcement rights as they may relate to regulations of general applicability which may govern the subject matter of this Agreement. Nothing in this Agreement shall create or be deemed to create an affirmative duty of the CRA or the County to abrogate their sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, as applicable. In addition, nothing in this Agreement shall be considered the approval or issuance of a development order or zoning by contract, or both.

#### **14.16. Attorneys' Fees.**

In this Agreement, all references to attorneys' fees shall include all reasonable fees charged by an attorney for services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees charged for representation at the trial level, in all appeals, and in any bankruptcy proceeding, together with all costs incurred. Except as otherwise expressly set forth in this Agreement, the parties agree that in the event of any mediation, arbitration or court proceeding for the enforcement, defense, or interpretation of either party's rights under this Agreement, each party will bear its own attorneys fees and costs.





**14.17. Waiver.**

No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

**14.18. Joint and Several Liability.**

Notwithstanding anything to the contrary contained herein, Naranja Lakes Holdings, LLC and Naranja Lakes Holdings II, LLC, and there successors and assigns, shall be jointly and severally liable and obligated for the full performance of all of the terms, covenants, obligations and conditions of Owner as set forth this Agreement.

**14.19. WAIVER OF JURY TRIAL AND OBJECTIONS TO VENUE.**

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY OBJECTION TO VENUE, PROVIDED, HOWEVER, THAT SUCH VENUE IS CONSISTENT WITH THE REQUIREMENTS OF THIS AGREEMENT.

**14.20. Definition of Days.**

The parties agree that all references to days shall be deemed to be calendar days unless the provision expressly states that it is to be construed as business days.

**14.21.** All capitalized terms shall have the meaning ascribed within the Agreement.

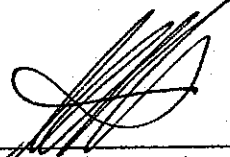





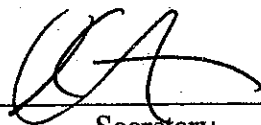
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

**NARANJA LAKES COMMUNITY  
REDEVELOPMENT AGENCY**

Approved as to legal form  
and sufficiency

By:   
Nina Betancourt, Chairperson  
Gail

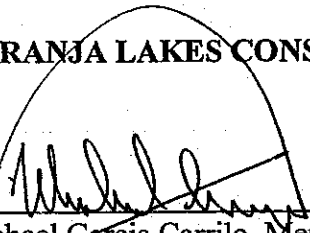
By:   
Agency Attorney Kenneth Forbes

By:   
, Secretary

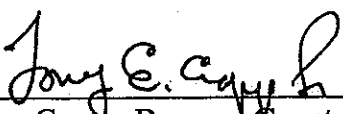
Print Name: \_\_\_\_\_

**NARANJA LAKES CONSTRUCTION, LLC.**


Print Name: \_\_\_\_\_

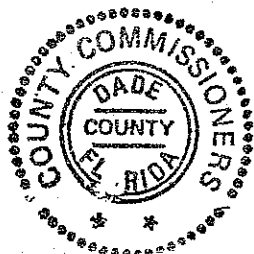
By:   
Michael Garcia Carrilo, Member and Manager

**MIAMI-DADE COUNTY, FLORIDA**

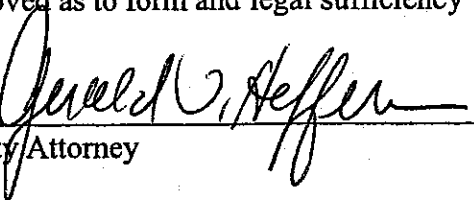
By:   
George Burgess, County Manager

for

By:   
, Deputy Clerk



Approved as to form and legal sufficiency

By:   
County Attorney



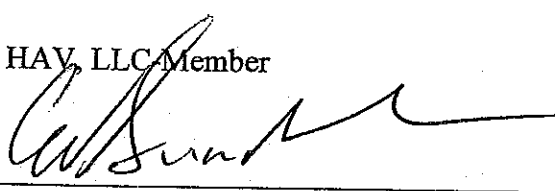


**NARANJA LAKES HOLDINGS, LLC**

By: Orange Lakes Developers, Inc.-Member

By:   
Michael Garcia Carrilo, President

By: HAV, LLC Member

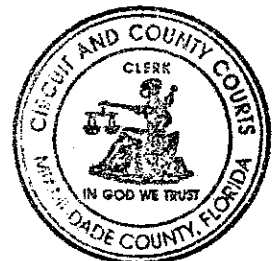
By:   
Edward de Guardiola, Member

**NARANJA LAKES HOLDINGS II, LLC**

By:   
Michael Garcia Carrilo, President

By: HAV, LLC Member

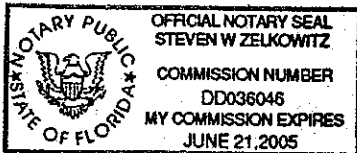
By:   
Edward de Guardiola, Member





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

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of September, 2003, by Nina Betancourt, as Chair of the Board of the NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY, an agency of MIAMI-DADE COUNTY, a political subdivision of the State of Florida, who (check one) ☒ is personally known to me or ☐ who produced \_\_\_\_\_ as identification.



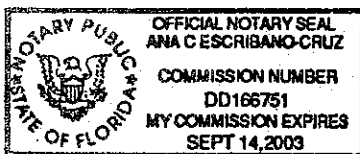
Notary Public

**STEVEN W. ZELKOWITZ**

Printed Name of Notary Public

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

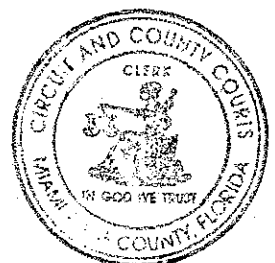
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of AUGUST, 2003, by Michael Garcia Carrilo Member and Manager of NARANJA LAKES CONSTRUCTION, LLC, a Florida limited liability company, who (check one) ☒ is personally known to me or ☐ who produced \_\_\_\_\_ as identification.



Notary Public

**ANA C. ESCRIBANO-CRUZ**

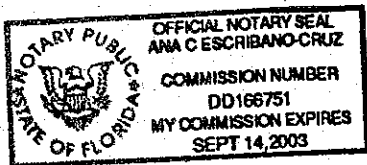
Printed Name of Notary Public






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

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of AUGUST, 2003,  
by Michael Garcia Carrillo, President of Orange Lakes Developers, Inc., Member of NARANJA  
LAKES HOLDINGS, LLC, a Florida limited liability company, who (check one) [☒] is  
personally known to me or [☐] who produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

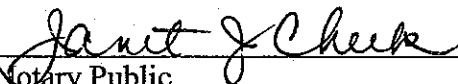


  
\_\_\_\_\_  
Notary Public

ANA C. ESCRIBANO-CRUZ  
\_\_\_\_\_  
Printed Name of Notary Public

STATE OF ~~FLORIDA~~ Georgia )  
 ) SS  
COUNTY OF ~~MIAMI-DADE~~ Fulton )

The foregoing instrument was acknowledged before me this 28 day of AUGUST, 2003,  
by Edward de Guardiola, Member of HAV, LLC, Member of NARANJA LAKES HOLDINGS,  
LLC, a Florida limited liability company, who (check one) [☒] is personally known to me or [☐]  
who produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public

Janet J Cheek  
\_\_\_\_\_  
Printed Name of Notary Public

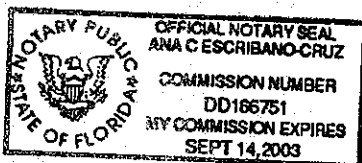
Notary Public, Rockdale County, Georgia  
My Commission Expires July 21, 2006





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

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of AUGUST, 2003, by Michael Garcia Carrilo President of Orange Lakes Developers, Inc., Member of NARANJA LAKES HOLDINGS II, LLC, a Florida limited liability company, who (check one) ☒ is personally known to me or ☐ who produced \_\_\_\_\_ as identification.

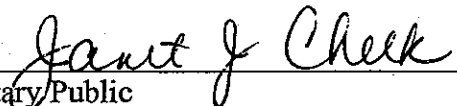


  
\_\_\_\_\_  
Notary Public

ANA C. ESCRIBANO-CRUZ  
\_\_\_\_\_  
Printed Name of Notary Public

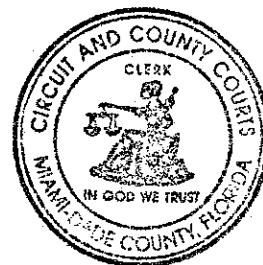
STATE OF ~~FLORIDA~~ Georgia )  
 ) SS  
COUNTY OF ~~MIAMI-DADE~~ Fulton )

The foregoing instrument was acknowledged before me this 28 day of Aug, 2003, by Edward de Guardiola, Member of HAV, LLC, Member of NARANJA LAKES HOLDINGS II, LLC, a Florida limited liability company, who (check one) ☒ is personally known to me or ☐ who produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public

Janet J Cheek  
\_\_\_\_\_  
Printed Name of Notary Public

**Notary Public, Rockdale County, Georgia**  
**My Commission Expires July 21, 2006**





**EXHIBIT "A"**

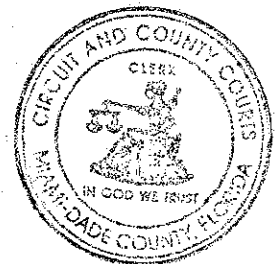
**LEGAL DESCRIPTION OF THE PROPERTY**

**Property owned by Naranja Lakes Holdings, LLC**

Tracts 12, 13, 14, 15, 16, and 17 of NARANJA LAKES SECTION ONE, according to the plat thereof, as recorded in Plat Book 91, Page 7, of the Public Records of Miami-Dade County, Florida.

**Property owned by Naranja Lakes Holdings, LLC**

Tracts 18, 19, 20, 21 22, and 23, and Lots 1 through 4, inclusive, of Block 1, Lots 1 through 8, inclusive, of Block 2, and Lots 1 through 15, inclusive, of Block 3, of NARANJA LAKES SECTION TWO, according to the plat thereof, as recorded in Plat Book 92, Page 64, of the Public Records of Miami-Dade County, Florida.





**EXHIBIT "B"**  
**MASTER PLAN OF IMPROVEMENTS**





**NARANJA LAKES, FLORIDA**  
**PROPOSAL FOR**  
**TAX INCREMENT FINANCING DISTRICTS**

**OVERALL PLAN**

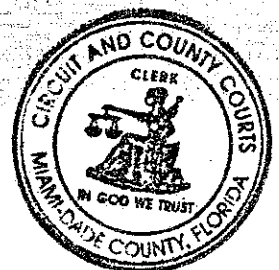
**MAY, 2003**



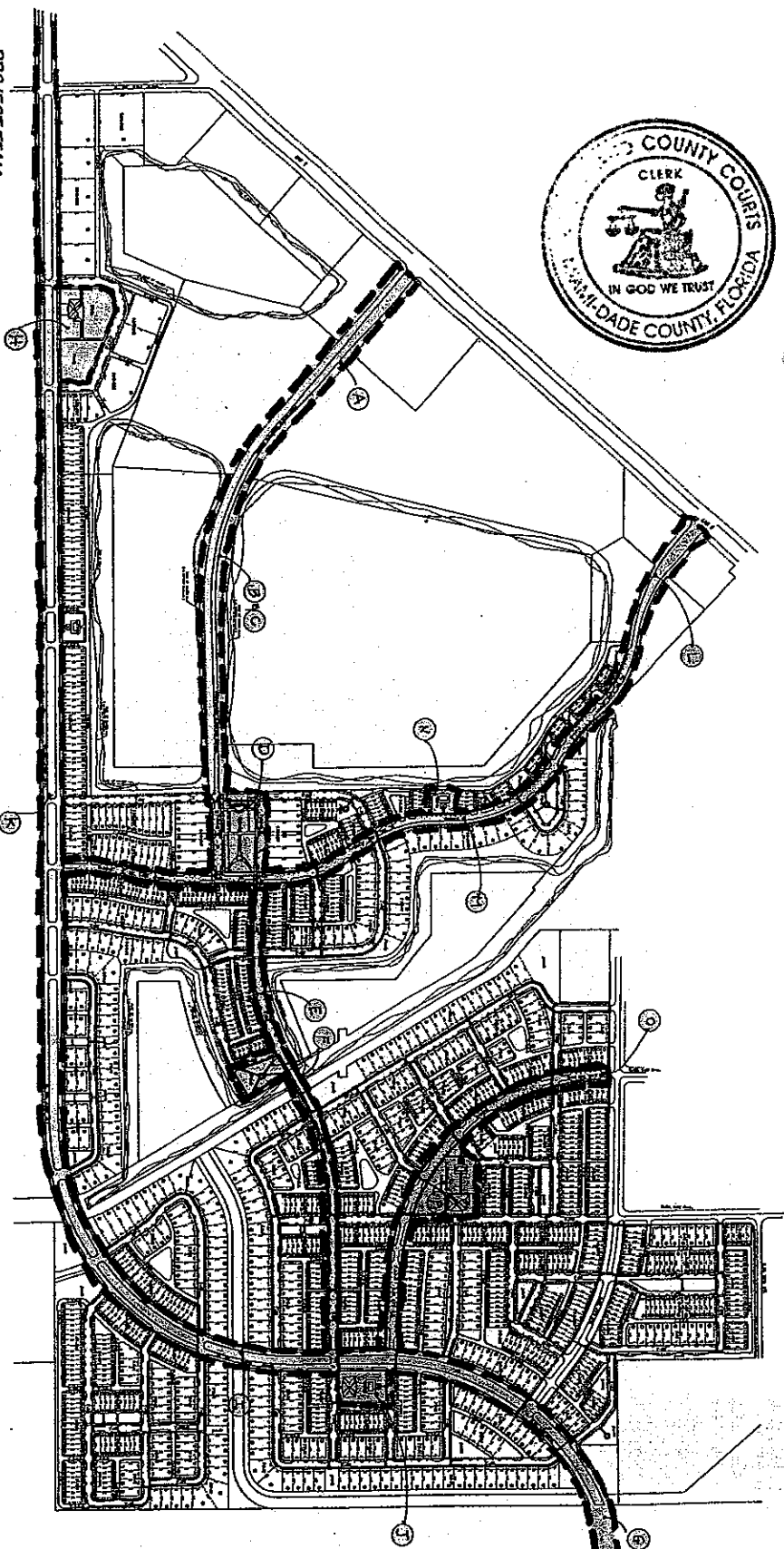


1996 Budget  
Overall

<u>Parcel Identification</u>	<u>Name of Improvement</u>	<u>Budget</u>
A	Naranja Lakes Blvd.	\$ 254,554.66
B	Naranja Lakes Blvd.	\$ 502,645.09
C	Naranja Lakes Blvd.	\$ 759,190.39
D	Naranja Lakes Blvd. Plaza	\$ 1,488,499.04
E	Canal Street	\$ 740,992.33
F	Canal Street Bridge	\$ 664,778.76
G	272nd Street	\$ 392,828.53
H	280th Street Plaza	\$ 1,648,650.59
I	140th Avenue	\$ 1,554,864.92
J	140th Avenue Plaza	\$ 1,781,112.71
K	280th Street	\$ 2,974,204.70
L	145th Avenue along US1	\$ 135,066.63
M	145th Avenue	\$ 1,356,541.48
N	145th Avenue Plaza	\$ 1,392,479.51
O	143rd Avenue	\$ 570,109.17
P	143rd Avenue Plaza	\$ 1,528,838.24
		<u>\$ 17,745,356.75</u>







### PROJECT TEAM

**Owner / Developer:**  
 Mandarin Lakes Holdings, LLC  
 1500 S.W. 13th Street  
 Suite 200  
 Miami, Florida 33135  
 Tel: (305) 358-1000 F: (305) 358-1000  
 Email: info@mandarinlakes.com

**Architect:**  
 11700 S.W. 30th Street, Suite 300  
 Miami, FL 33155  
 Tel: (305) 358-1000 F: (305) 358-1000  
 Email: info@mandarinlakes.com

**Engineer:**  
 11700 S.W. 30th Street, Suite 300  
 Miami, FL 33155  
 Tel: (305) 358-1000 F: (305) 358-1000  
 Email: info@mandarinlakes.com

**Landscaping:**  
 11700 S.W. 30th Street, Suite 300  
 Miami, FL 33155  
 Tel: (305) 358-1000 F: (305) 358-1000  
 Email: info@mandarinlakes.com

**Construction:**  
 11700 S.W. 30th Street, Suite 300  
 Miami, FL 33155  
 Tel: (305) 358-1000 F: (305) 358-1000  
 Email: info@mandarinlakes.com

### SITE DATA

Overall Area of TND	30.00 AC.
Overall Area of Project	24.00 AC.
Overall Area of Impervious Surface	17.70 AC.
Overall Area of Permeable Surface	6.30 AC.
Overall Area of Paved Surface	10.00 AC.
Overall Area of Unpaved Surface	7.70 AC.
Overall Area of Water Features	0.00 AC.
Overall Area of Other Features	0.00 AC.
Overall Area of Total Features	7.70 AC.
Overall Area of Total Impervious Surface	17.70 AC.
Overall Area of Total Permeable Surface	6.30 AC.
Overall Area of Total Paved Surface	10.00 AC.
Overall Area of Total Unpaved Surface	7.70 AC.
Overall Area of Total Water Features	0.00 AC.
Overall Area of Total Other Features	0.00 AC.
Overall Area of Total Features	7.70 AC.

## Master Site Plan



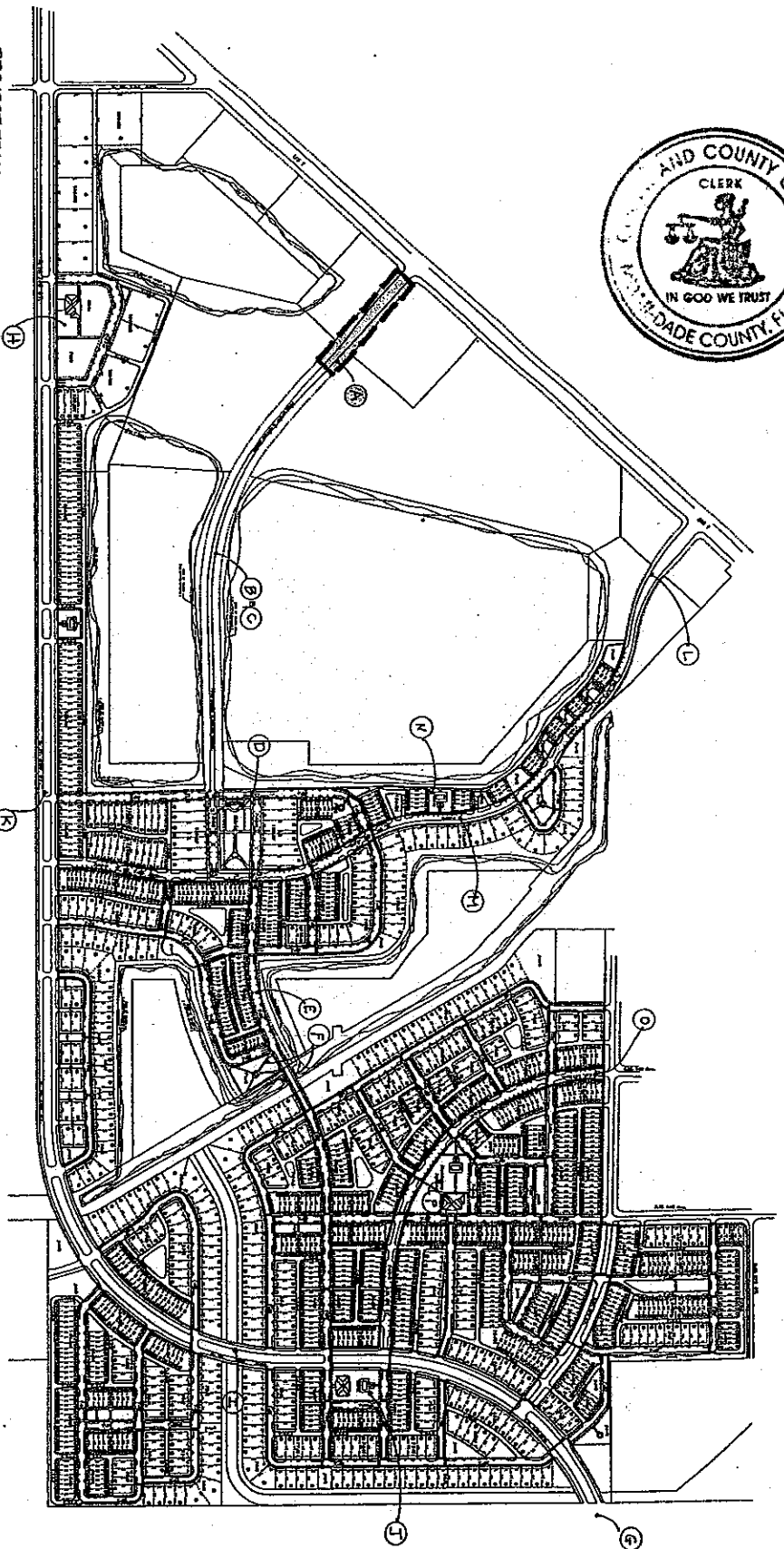
## Mandarin Lakes TND

Miami-Dade County, Florida

**Master Planned Communities Town Centers**  
 1500 Town Center Drive  
 Suite 200  
 Miami, FL 33135  
 Tel: (305) 358-1000 F: (305) 358-1000  
 Email: info@mandarinlakes.com

**MP-1**  
 Sheet 1 of 6  
 Date: 10/1/2010  
 Drawn by: [Name]  
 Checked by: [Name]  
 Approved by: [Name]





### PROJECT TEAM

**Owner/Developer:**  
Mandarin Lakes Holdings, LLC  
11111 SW 10th Avenue, Suite 501  
Miami, FL 33155  
P: (305) 251-1000 F: (305) 251-1001

**Architect:**  
The Park Group, Inc.  
11111 SW 10th Avenue, Suite 501  
Miami, FL 33155  
P: (305) 251-1000 F: (305) 251-1001

**Engineer:**  
The Park Group, Inc.  
11111 SW 10th Avenue, Suite 501  
Miami, FL 33155  
P: (305) 251-1000 F: (305) 251-1001

**Landscaper:**  
The Park Group, Inc.  
11111 SW 10th Avenue, Suite 501  
Miami, FL 33155  
P: (305) 251-1000 F: (305) 251-1001

**Interior Designer:**  
The Park Group, Inc.  
11111 SW 10th Avenue, Suite 501  
Miami, FL 33155  
P: (305) 251-1000 F: (305) 251-1001

**Construction Manager:**  
The Park Group, Inc.  
11111 SW 10th Avenue, Suite 501  
Miami, FL 33155  
P: (305) 251-1000 F: (305) 251-1001

### SITE DATA

Area	Size	Notes
Overall Area of TND	24.0 AC.	
Land	24.0 AC.	
Water	0.0 AC.	
Impervious	17.1 AC.	
Permeable	6.9 AC.	
Open Space	3.9 AC.	
Green Space	3.9 AC.	
Permeable Green Space	3.9 AC.	
Impervious Green Space	3.9 AC.	
Water	0.0 AC.	
Wetlands	0.0 AC.	
Wetlands Buffer	0.0 AC.	
Wetlands Mitigation	0.0 AC.	

## Master Site Plan



Scale: 1" = 300'-0"

North

# Mandarin Lakes TND

Miami-Dade County, Florida

**Developer:**  
Mandarin Lakes Holdings, LLC  
11111 SW 10th Avenue, Suite 501  
Miami, FL 33155  
P: (305) 251-1000 F: (305) 251-1001

**Architect:**  
The Park Group, Inc.  
11111 SW 10th Avenue, Suite 501  
Miami, FL 33155  
P: (305) 251-1000 F: (305) 251-1001

**Engineer:**  
The Park Group, Inc.  
11111 SW 10th Avenue, Suite 501  
Miami, FL 33155  
P: (305) 251-1000 F: (305) 251-1001

**Landscaper:**  
The Park Group, Inc.  
11111 SW 10th Avenue, Suite 501  
Miami, FL 33155  
P: (305) 251-1000 F: (305) 251-1001

**Interior Designer:**  
The Park Group, Inc.  
11111 SW 10th Avenue, Suite 501  
Miami, FL 33155  
P: (305) 251-1000 F: (305) 251-1001

**Construction Manager:**  
The Park Group, Inc.  
11111 SW 10th Avenue, Suite 501  
Miami, FL 33155  
P: (305) 251-1000 F: (305) 251-1001

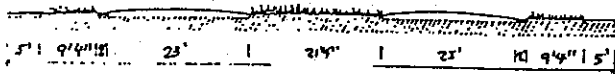
MP-1  
Sheet 1 of 6



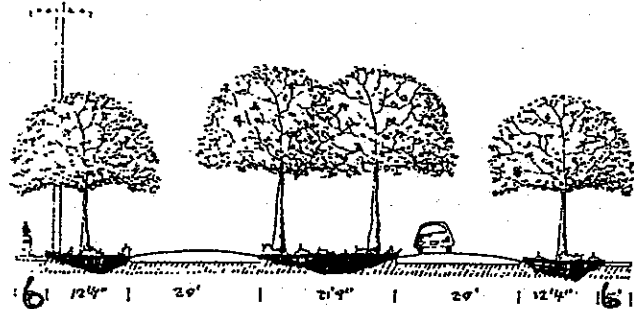
# PHASE I

## TAX INCREMENT FINANCING DISTRICT STREETSCAPE SPECIFICATIONS

Naranja Lakes, Florida

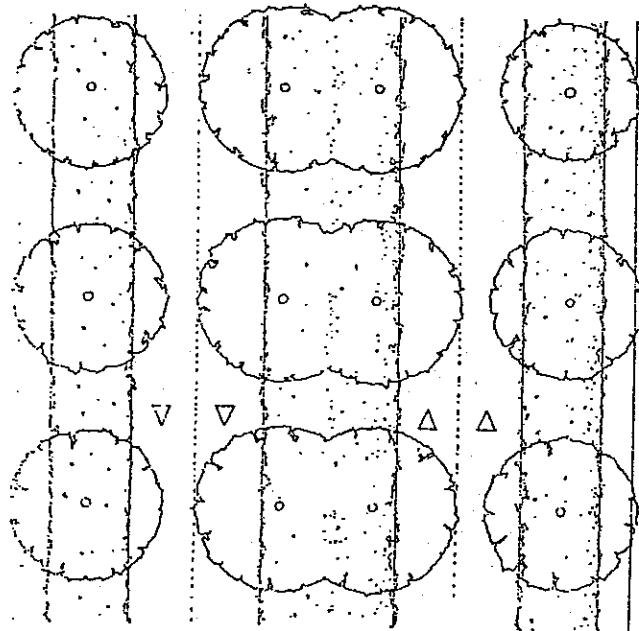


EXISTING CONDITION



PROPOSED CONDITION

DISTRICT NAME:	Naranja Lakes Boulevard District
STREET NAME:	Naranja Lakes Blvd.
STREET FURNITURE:	Lamps, Benches and Transit Shelter.
STREET LIGHTS:	70 ft. on center.
ELECTRIC POLES:	70 ft. on center.
RIGHT-OF-WAY:	95 feet.
EXISTING SECTION:	From North to South: 5 ft. sidewalk - 9.25 ft. planting strip - 23 ft. one-way 2 lanes - 9.25 ft. planting strip - 5 ft. sidewalk.
PROPOSED SECTION:	From North to South: 5 ft. sidewalk - 12.25 ft. planting strip - 20 ft. one-way 2 lanes - 21.25 ft. planting strip - 20 ft. one-way 2 lanes - 12.25 ft. planting strip - 5 ft. sidewalk.
SIDEWALK:	Red colored reinforced concrete.
PLANTING STRIP:	Shrubs and Hedges.
IRRIGATION:	Buried drip collar for establishment.
EXISTING TREES:	To be moved.
PROPOSED TREES:	Mahogany 12 ft. high.
TREE PATTERN:	35 ft. on center.
GROUND COVER:	7 shrubs per tree.
CULTIVATION:	Boardcast fertilize twice a year with balanced tree fertilizer.
INSTRUCTIONS:	Time the planting of turf for early in the rainy season and spary emergent weeds.



Naranja Lakes Boulevard along US1

NOTE: This section runs for 600 lineal feet along 1 intersection.

PROPOSED CONDITION - A



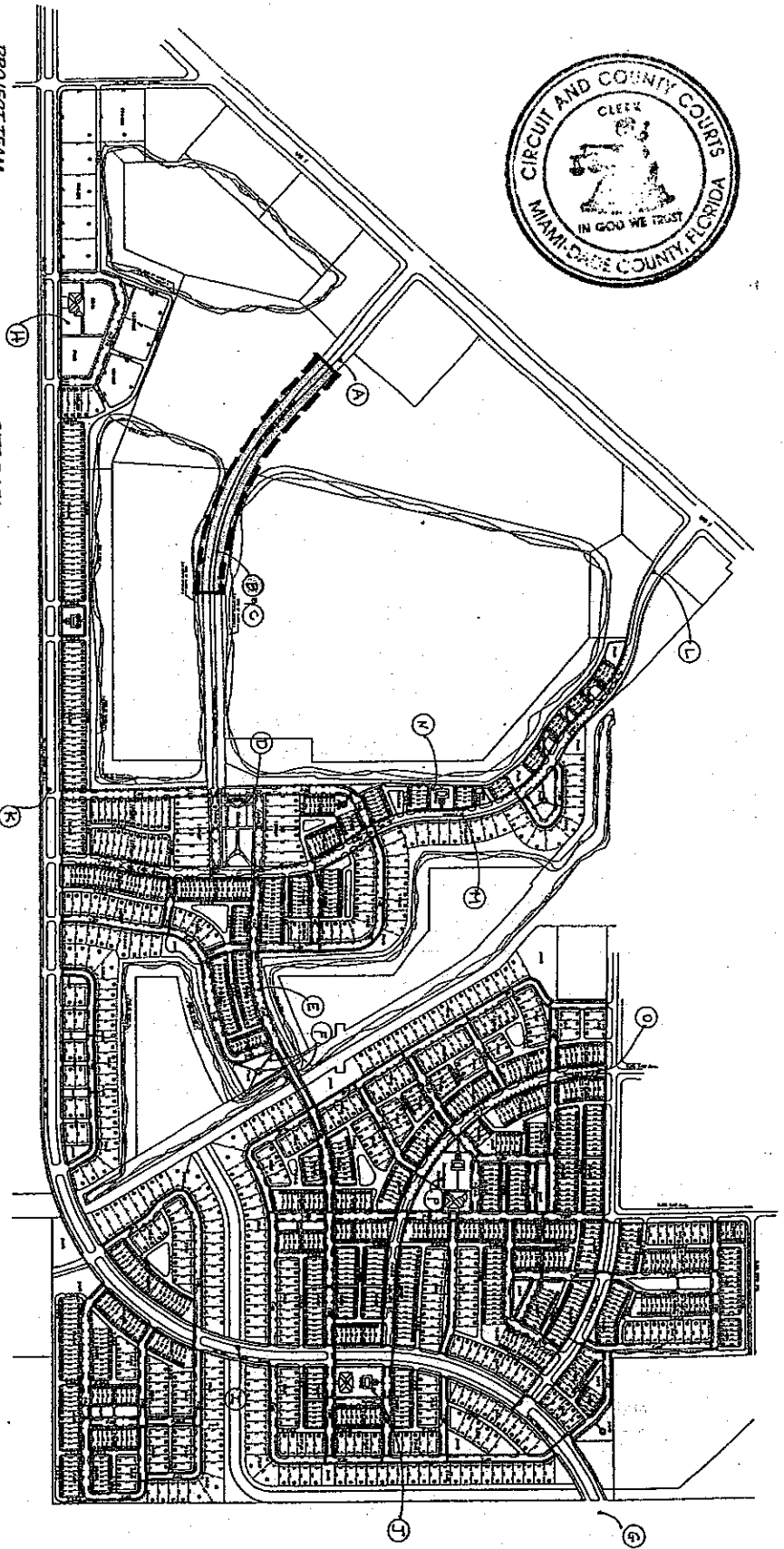
Naranja Lakes

Phase: I  
Project: Naranja Lakes Boulevard Along US1 (for 600 lineal Feet)  
Scale: 1" = 40'  
Location:

	ITEM	PRICE	Length ft.	Width ft.	Depth ft.	Counts	AREA	Cal.	COST
	Regular Excavation	CY \$ 3.25	600	6	1	-	3,600	133	\$ 433.33
	Embankment	CY \$ 4.50	600	24	1	-	14,400	533	\$ 2,400.00
	Type B Stabilization	SY \$ 1.50	-	-	-	-	-	-	-
	Limerock Base (8" thick)	SY \$ 7.00	-	-	-	-	-	-	-
	Milling Existing Asphalt Pavement	SY \$ 4.50	600	40	-	-	24,000	2,667	\$ 12,000.00
	Type S-1 Asphaltic Concrete (1 5/8")	TN \$ 35.00	600	40	-	-	24,000	238	\$ 8,341.67
	Inlet	EA \$ 2,000.00	-	-	-	6	-	6	\$ 12,000.00
	Modify Existing Drainage Structure	EA \$ 800.00	-	-	-	-	-	-	-
	Pipe Culvert (15")	LF \$ 26.00	360	-	-	-	-	360	\$ 9,360.00
	Pipe Culvert (18")	LF \$ 28.00	-	-	-	-	-	-	-
	Pipe Culvert (24")	LF \$ 32.00	-	-	-	-	-	-	-
	Exfiltration Drain(24" Pipe)	LF \$ 55.00	600	-	-	-	-	600	\$ 33,000.00
	Plastic Filter Fabric	SY \$ 3.00	21	15	-	-	315	210	\$ 630.00
	Adjust Manhole	EA \$ 300.00	-	-	-	2	-	2	\$ 600.00
	Adjust Existing Valve Boxes	EA \$ 250.00	-	-	-	-	-	-	-
	Adjust Existing F.H. and Valve Boxes	EA \$ 600.00	-	-	-	-	-	-	-
	Adjust Existing F.M. and Valve Boxes	EA \$ 250.00	-	-	-	-	-	-	-
	Solid Traffic Stripe, White (4")	LF \$ 0.50	1,200	-	-	-	-	1,200	\$ 600.00
Curbs	LF \$ 9.00	2,400	-	-	-	-	-	2,400	\$ 21,600.00
Sidewalks and Greens:									
	Concrete Sidewalk (4" Thick)	SY \$ 15.00	600	2	-	-	1,200	133	\$ 2,000.00
	Concrete Sidewalk (6" Thick)	SY \$ 17.50	-	-	-	-	-	-	-
	Sodding (Maintenance and Water)	SY \$ 2.00	600	25	-	-	15,000	1,667	\$ 3,333.33
Shrubs	EA \$ 10.00	-	-	-	-	476	-	476	\$ 4,760.00
Tree Removal	EA \$ 300.00	-	-	-	-	-	-	-	-
Tree Planting	EA \$ 500.00	-	-	-	-	68	-	68	\$ 34,000.00
Signs	EA \$ 250.00	-	-	-	-	4	-	4	\$ 1,000.00
Remove Existing Signs	EA \$ 25.00	-	-	-	-	-	-	-	-
Relocate Existing Signs	EA \$ 100.00	-	-	-	-	-	-	-	-
Street Furniture:									
	Benches	EA \$ 736.00	-	-	-	2	-	2	\$ 1,472.00
	Trash Receptacles	EA \$ 664.00	-	-	-	4	-	4	\$ 2,656.00
	Bicycle Racks	EA \$ 500.00	-	-	-	12	-	12	\$ 6,000.00
Street Lights:									
	Streets and Lanes	EA \$ 2,400.00	-	-	-	17	-	17	\$ 41,142.86
	Plazas and Greens	EA \$ 570.00	-	-	-	-	-	-	-
Structure:									
	Meeting Hall	SF \$ 200.00	-	-	-	-	-	-	-
	Bridge	LF \$ 9.00	-	-	-	-	-	-	-
Paving	SY \$ 4.50	-	-	-	-	-	-	-	-
Landscaping	EA \$ 600.00	-	-	-	-	-	-	-	-
Subtotal:									\$ 197,329.19
Contingency	10%	-	-	-	-	-	-	-	\$ 19,732.92
Miscellaneous	10%	-	-	-	-	-	-	-	\$ 19,732.92
Maintenance of Traffic	6%	-	-	-	-	-	-	-	\$ 11,839.75
Clearing and Grubbing	1%	-	-	-	-	-	-	-	\$ 1,973.29
Civic Art	2%	-	-	-	-	-	-	-	\$ 3,946.58
Project Total:									\$ 254,554.66







### SITE DATA

**Master Planners:**  
 The Overland Development, Inc.  
 400 South A. Highway 404  
 11525 North Center Ave., Suite 202  
 P.O. Box 1000  
 Ft. Collins, CO 80521  
 Tel: (970) 221-4444 Fax: (970) 221-4444  
 E-mail: [overland@overland.com](mailto:overland@overland.com)

**Subcontractors:**  
 The Overland Development, Inc.  
 400 South A. Highway 404  
 11525 North Center Ave., Suite 202  
 P.O. Box 1000  
 Ft. Collins, CO 80521  
 Tel: (970) 221-4444 Fax: (970) 221-4444  
 E-mail: [overland@overland.com](mailto:overland@overland.com)

**Landscaping Architect:**  
 Wanda Design Group  
 400 South A. Highway 404  
 11525 North Center Ave., Suite 202  
 P.O. Box 1000  
 Ft. Collins, CO 80521  
 Tel: (970) 221-4444 Fax: (970) 221-4444  
 E-mail: [wanda@wanda.com](mailto:wanda@wanda.com)

[illegible][illegible]

**Scale: 1" = 300'-0"**



*de Russell*  
Development, Inc.  
Master Planned  
Communities  
Mixed-Use  
Town Centers  
1151 Town Center Drive  
Suite 202  
Aurifer, Florida 32518  
813-681-4560 Fax-681-4041

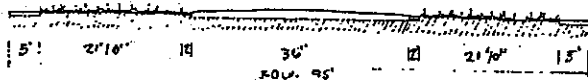
MP-1



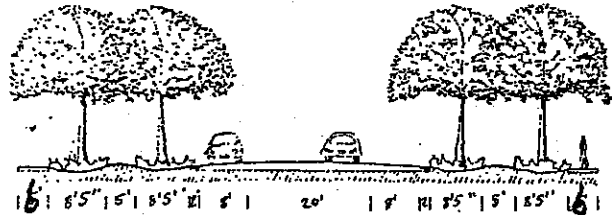
# PHASE I

## TAX INCREMENT FINANCING DISTRICT STREETSCAPE SPECIFICATIONS

Naranja Lakes, Florida

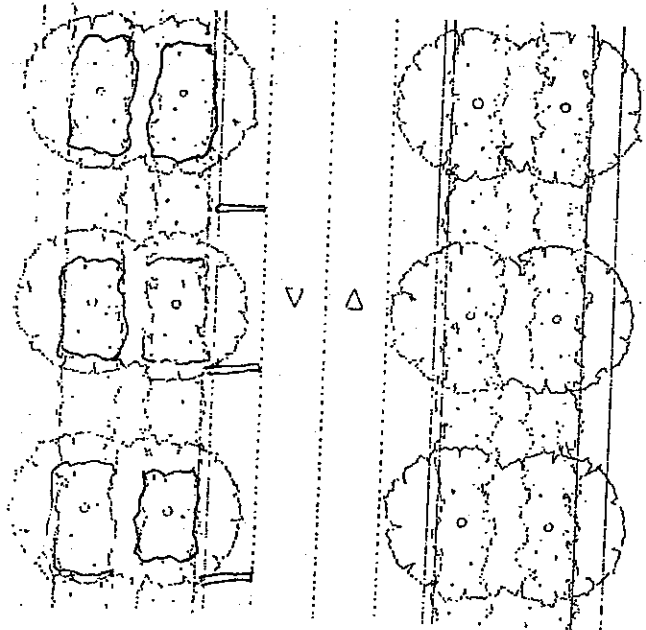


EXISTING CONDITION

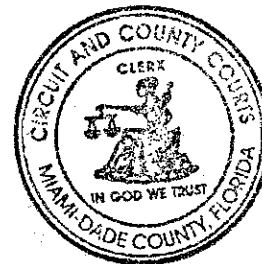


PROPOSED CONDITION

DISTRICT NAME:	Naranja Lakes Boulevard District
STREET NAME:	Naranja Lakes Blvd.
STREET FURNITURE:	Lamps, benches and transit shelter.
STREET LIGHTS:	70 ft. on center.
ELECTRIC POLES:	70 ft. on center.
RIGHT-OF-WAY:	95 feet.
EXISTING SECTION:	From North to South: 5 ft. sidewalk - 22.83 ft. planting strip - 36 ft. two-way lanes - 22.83 ft. planting strip - 5 ft. sidewalk.
PROPOSED SECTION:	From North to South: 5 ft. sidewalk - 8.5 ft. planting strip - 5 ft. bike path - 8.5 ft. planting strip - 20 ft. two-way lanes - 8.5 ft. planting strip - 5 ft. bike path - 8.5 ft. planting strip - 5 ft. sidewalk.
SIDEWALK:	Red colored reinforced concrete.
PLANTING STRIP:	Shrubs and Hedges.
IRRIGATION:	Buried drip collar for establishment.
EXISTING TREES:	Unless specified all are to be moved.
PROPOSED TREES:	Mahogany 12 ft. high.
TREE PATTERN:	35 ft. on center.
GROUND COVER:	7 shrubs per tree.
CULTIVATION:	Broadcast fertilize twice a year with balanced tree fertilizer.
INSTRUCTIONS:	Time the planting of turf for early in the rainy season and spary emergent weeds.



Naranja Lakes Boulevard



NOTE: This section runs for 1100 lineal feet along 1 intersection.

PROPOSED CONDITION / B



# Naranja Lakes

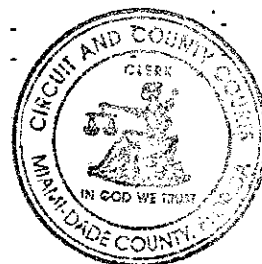
Phase: I

District: Naranja Lakes Boulevard

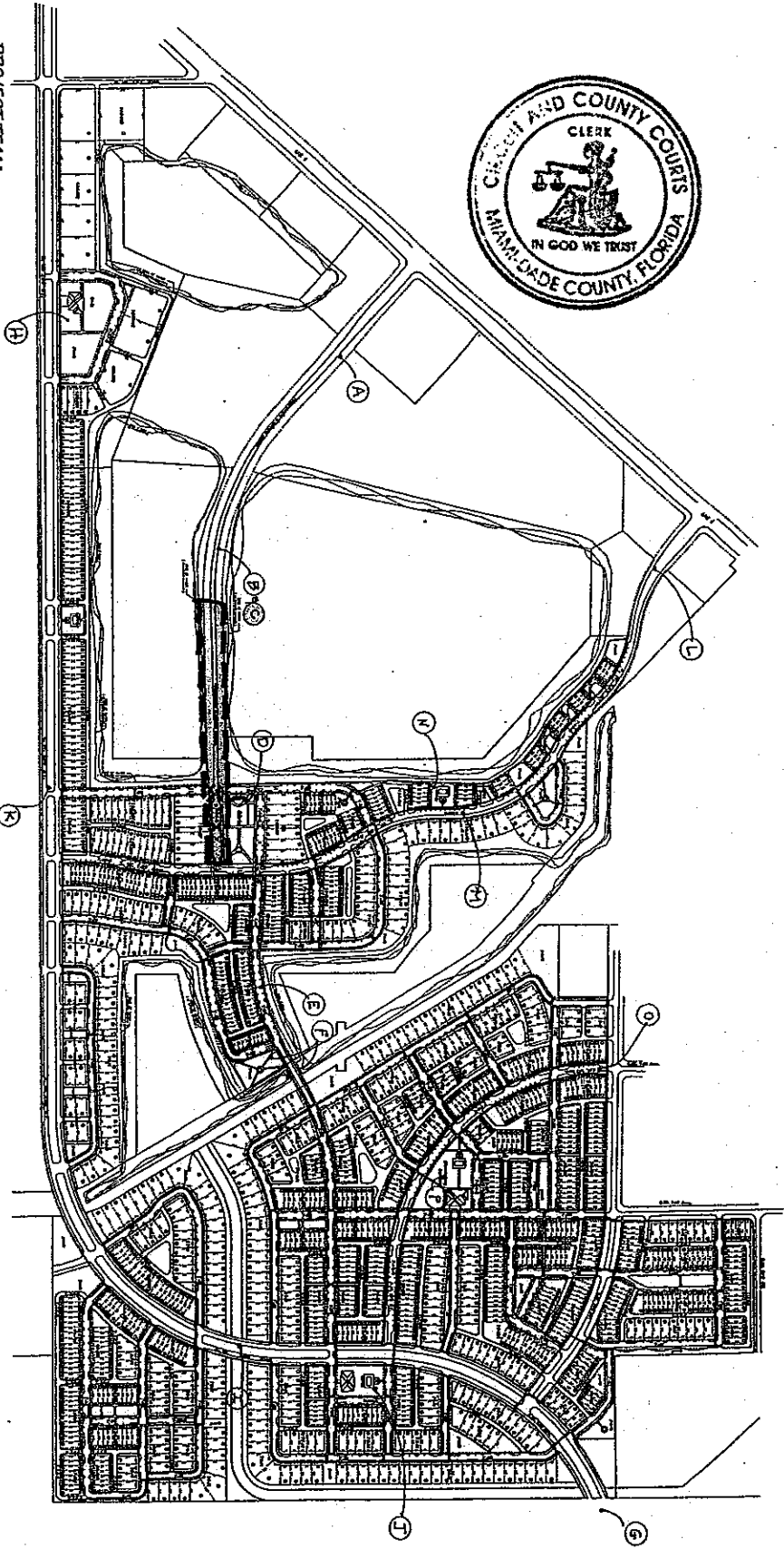
Lineal feet 1100

Section:

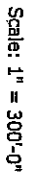
	ITEM	PRICE	Length ft.	Width ft.	Depth ft.	Counts	AREA	Cal	COST
Regular Excavation	CY	\$ 3.25	1,100	14	1	-	15,400	570	\$ 1,853.70
Embankment	CY	\$ 4.50	1,100	32	1	-	35,200	1,304	\$ 5,866.67
Type B Stabilization	SY	\$ 1.50	-	-	-	-	-	-	\$ -
Limerock Base (8" thick)	SY	\$ 7.00	-	-	-	-	-	-	\$ -
Milling Existing Asphalt Pavement	SY	\$ 4.50	1,100	36	-	-	39,600	4,400	\$ 19,800.00
Type S-1 Asphaltic Concrete (1 5/8")	TN	\$ 35.00	1,100	36	-	-	39,600	393	\$ 13,763.75
Inlet	EA	\$ 2,000.00	-	-	-	2	-	2	\$ 4,000.00
Modify Existing Drainage Structure	EA	\$ 800.00	-	-	-	-	-	-	\$ -
Pipe Culvert (15")	LF	\$ 26.00	-	-	-	-	-	396	\$ 11,088.00
Pipe Culvert (18")	LF	\$ 28.00	396	-	-	-	-	-	\$ -
Pipe Culvert (24")	LF	\$ 32.00	-	-	-	-	-	-	\$ -
Exfiltration Drain(24" Pipe)	LF	\$ 55.00	1,100	-	-	-	-	1,100	\$ 60,500.00
Plastic Filter Fabric	SY	\$ 3.00	21	15	-	-	315	70	\$ 210.00
Adjust Manhole	EA	\$ 300.00	-	-	-	3	-	3	\$ 900.00
Adjust Existing Valve Boxes	EA	\$ 250.00	-	-	-	-	-	-	\$ -
Adjust Existing F.H. and Valve Boxes	EA	\$ 600.00	-	-	-	3	-	3	\$ 1,800.00
Adjust Existing F.M. and Valve Boxes	EA	\$ 250.00	-	-	-	-	-	-	\$ -
Solid Traffic Stripe, White (4")	LF	\$ 0.50	2,860	-	-	-	-	2,860	\$ 1,430.00
Curbs:									
Curbs	LF	\$ 9.00	-	-	-	-	-	-	\$ -
Sidewalks and Greens:									
Concrete Sidewalk (4" Thick)	SY	\$ 15.00	4,360	14	-	-	61,040	6,782	\$ 101,733.33
Concrete Sidewalk (6" Thick)	SY	\$ 17.50	44	12	-	-	-	-	\$ -
Sodding (Maintenance and Water)	SY	\$ 2.00	1,100	34	-	-	36,960	4,107	\$ 8,213.33
Shrubs:									
Shrubs	EA	\$ 10.00	-	-	-	896	-	896	\$ 8,960.00
Trees:									
Tree Removal	EA	\$ 300.00	-	-	-	-	-	-	\$ -
Tree Planting	EA	\$ 500.00	-	-	-	128	-	128	\$ 64,000.00
Signage:									
Signs	EA	\$ 250.00	-	-	-	2	-	2	\$ 500.00
Remove Existing Signs	EA	\$ 25.00	-	-	-	-	-	-	\$ -
Relocate Existing Signs	EA	\$ 100.00	-	-	-	-	-	-	\$ -
Street Furniture:									
Benches	EA	\$ 736.00	-	-	-	4	-	4	\$ 2,944.00
Trash Receptacles	EA	\$ 664.00	-	-	-	4	-	4	\$ 2,656.00
Bicycle Racks	EA	\$ 500.00	-	-	-	8	-	8	\$ 4,000.00
Street Lights:									
Streets and Lanes	EA	\$ 2,400.00	-	-	-	31	-	31	\$ 75,428.57
Plazas and Greens	EA	\$ 570.00	-	-	-	-	-	-	\$ -
Civic Structure:									
Meeting Hall	SF	\$ 200.00	-	-	-	-	-	-	\$ -
Bridge	LF	\$ 9.00	-	-	-	-	-	-	\$ -
Plazas:									
Paving	SY	\$ 4.50	-	-	-	-	-	-	\$ -
Landscaping	EA	\$ 600.00	-	-	-	-	-	-	\$ -
Miscellaneous:									
Contingency		10%	-	-	-	-	-	-	\$ 38,964.74
Miscellaneous		10%	-	-	-	-	-	-	\$ 38,964.74
Maintenance of Traffic		6%	-	-	-	-	-	-	\$ 23,378.84
Clearing and Grubbing		1%	-	-	-	-	-	-	\$ 3,896.47
Civic Art		2%	-	-	-	-	-	-	\$ 7,792.95
Subtotal:									\$ 389,647.36
Project Total:									\$ 502,645.09





[illegible]

Grass Acres of THIO	2019/20
LUKES	24.71 A.
Grass Acres of Hwy/Intersected	072.9 A.
PUBLIC USE TRACTS (P-0001)	15.82 A.
CDMO USE LOTS (C-0001)	8.05 A.
SMO/PPH/PPH USE LOTS (S-001)	3.88 A.
RECREATION USE LOTS (R-0001)	44.49 A.
INDUSTRIAL USE LOTS (I-001)	46.13 A.
WATER/PAVED TRAIL LOTS (W-0001)	8.42 A.
3.25% of Highwayland Project	
27.7% of Highwayland Project	
27.7% of Highwayland Project	



# Master Site Plan

*Mandarin Lakes TND*  
*Miami-Dade County, Florida*

*Alfred*  
Development, Inc.  
Master Planned  
Communities  
Mixed-Use  
Town Centers  
1153 Town Center Drive  
Suite 202  
Jupiter, Florida 33435  
407-391-8535 Fax-407-4041



# PHASE I

## TAX INCREMENT FINANCING DISTRICT

Naranja Lakes, Florida

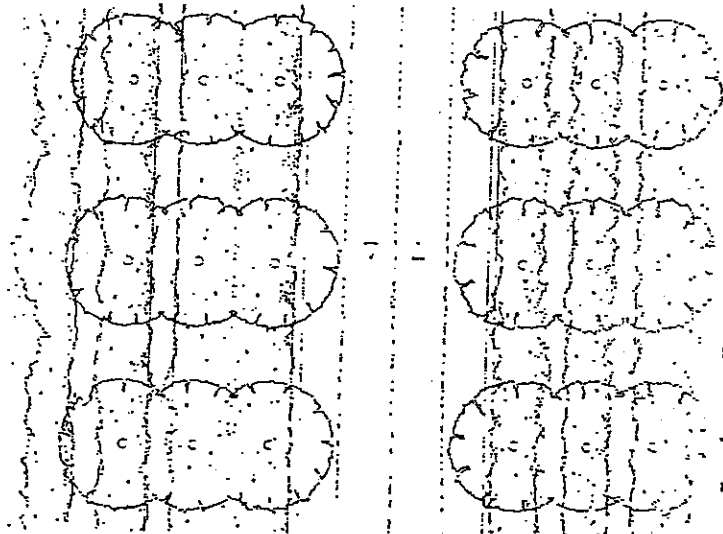
## STREETSCAPE SPECIFICATIONS



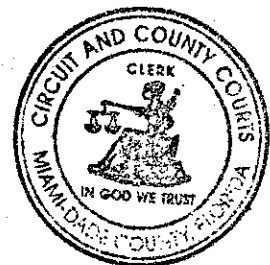
### EXISTING CONDITION

### PROPOSED CONDITION

DISTRICT NAME:	Naranja Lakes Boulevard District
STREET NAME:	Naranja Lakes Blvd.
STREET FURNITURE:	Lamps, benches and trash receptacles.
STREET LIGHTS:	70 ft. on center.
ELECTRIC POLES:	70 ft. on center.
RIGHT-OF-WAY:	70 feet.
EXISTING SECTION:	From North to South: 43 ft. planting strip - 36 ft. two-way lanes - 22.83 ft. planting strip - 5 ft. sidewalk.
PROPOSED SECTION:	From North to South: 5 ft. bike path - 9 ft. planting strip - 5 ft. sidewalk - 22.83 ft. planting strip - 8 ft. parallel parking - 20 ft. two-way lanes - 8 ft. parallel parking - 8.5 ft. planting strip - 5 ft. bike path - 8.5 ft. planting strip - 5 ft. sidewalk.
SIDEWALK:	Red colored reinforced concrete.
PLANTING STRIP:	Shrubs and Hedges.
IRRIGATION:	Buried drip collar for establishment.
EXISTING TREES:	To be replanted.
PROPOSED TREES:	Mahogany 12 ft. high.
TREE PATTERN:	35 ft. on center.
GROUND COVER:	7 shrubs per tree.
CULTIVATION:	Broadcast fertilize twice a year with balanced tree fertilizer.
INSTRUCTIONS:	Time the planting of turf for early in the rainy season and spary emergent weeds.



Naranja Lakes Boulevard along the Lakes



NOTE: This section runs for 1400 lineal feet.

PROPOSED CONDITION - C



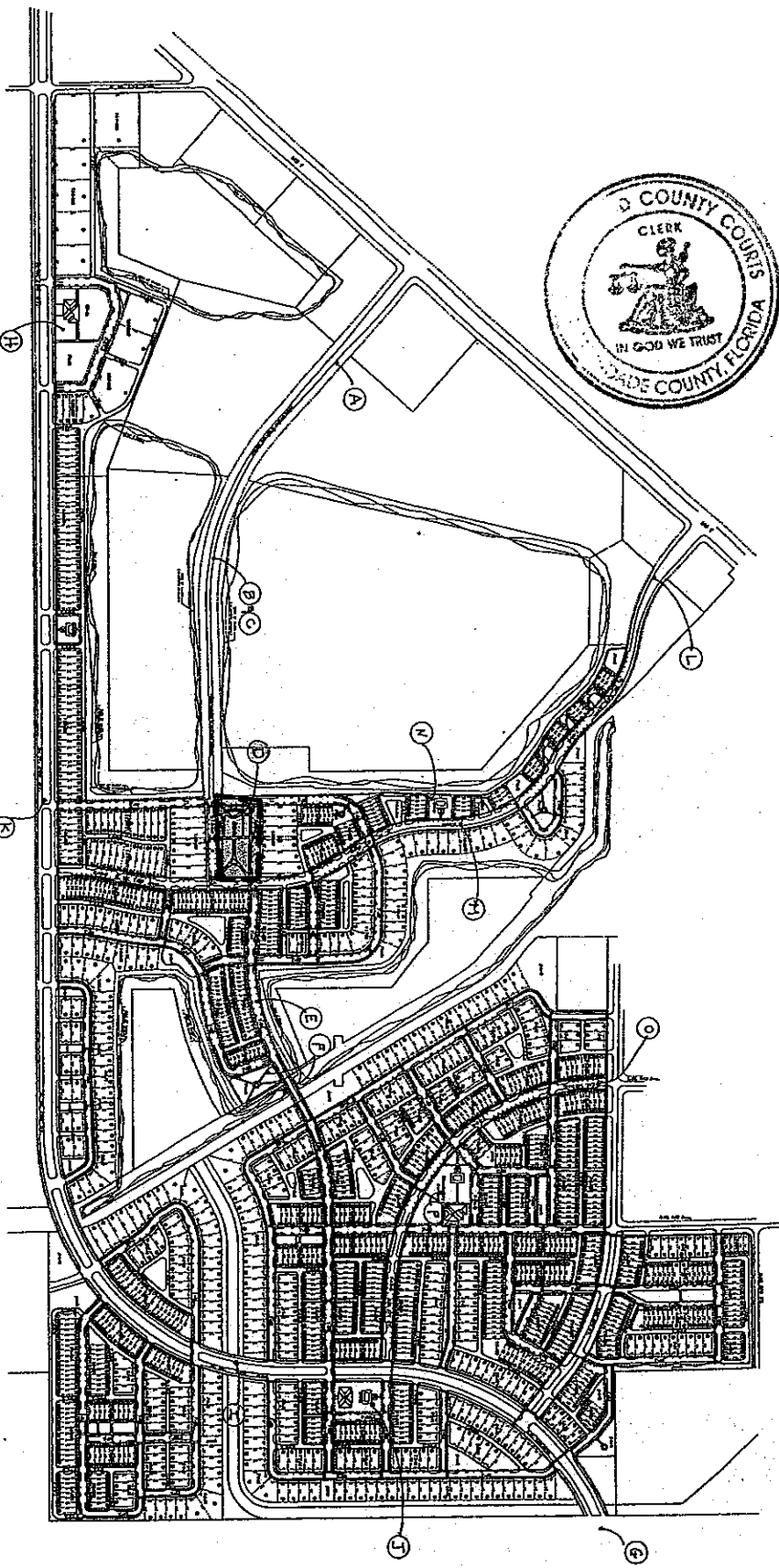
Naranja Lakes

ase: I  
istrict: Naranja Lakes Boulevard Along The Lake  
eal fee 1400  
ction:

	ITEM	PRICE	Lenght ft.	Width ft.	Depth ft.	Counts	AREA	Cal.	COST
	Regular Excavation	CY \$ 3.25	1,400	19	1	-	26,600	985	\$ 3,201.85
	Embankment	CY \$ 4.50	1,400	32	1	-	44,800	1,659	\$ 7,466.67
	Type B Stabilization	SY \$ 1.50	-	-	-	-	-	-	\$ -
	Limerock Base (8" thick)	SY \$ 7.00	-	-	-	-	-	-	\$ -
	Milling Existing Asphalt Pavement	SY \$ 4.50	1,400	36	-	-	50,400	5,600	\$ 25,200.00
	Type S-1 Asphaltic Concrete (1 5/8")	TN \$ 35.00	1,400	36	-	-	50,400	501	\$ 17,517.50
	Inlet	EA \$ 2,000.00	-	-	-	3	-	3	\$ 6,000.00
	Modify Existing Drainage Structure	EA \$ 800.00	-	-	-	-	-	-	\$ -
	Pipe Culvert (15")	LF \$ 26.00	-	-	-	-	-	-	\$ -
	Pipe Culvert (18")	LF \$ 28.00	504	-	-	-	-	504	\$ 14,112.00
	Pipe Culvert (24")	LF \$ 32.00	-	-	-	-	-	-	\$ -
	Exfiltration Drain(24" Pipe)	LF \$ 55.00	1,400	-	-	-	-	1,400	\$ 77,000.00
	Plastic Filter Fabric	SY \$ 3.00	21	15	-	-	315	105	\$ 315.00
	Adjust Manhole	EA \$ 300.00	-	-	-	4	-	4	\$ 1,200.00
	Adjust Existing Valve Boxes	EA \$ 250.00	-	-	-	-	-	-	\$ -
	Adjust Existing F.H. and Valve Boxes	EA \$ 600.00	-	-	-	-	-	-	\$ -
	Adjust Existing F.M. and Valve Boxes	EA \$ 250.00	-	-	-	-	-	-	\$ -
	Solid Traffic Stripe, White (4")	LF \$ 0.50	3,640	-	-	-	-	3,640	\$ 1,820.00
rbs:	Curbs	LF \$ 9.00	1,400	-	-	-	-	1,400	\$ 12,600.00
lewalks and Greens:									
	Concrete Sidewalk (4" Thick)	SY \$ 15.00	5,600	19	-	-	106,400	11,822	\$ 177,333.33
	Concrete Sidewalk (6" Thick)	SY \$ 17.50	-	-	-	-	-	-	\$ -
	Sodding (Maintenance and Water)	SY \$ 2.00	1,400	34	-	-	47,040	5,227	\$ 10,453.33
rubs:	Shrubs	EA \$ 10.00	-	-	-	1,400	-	1,400	\$ 14,000.00
es:									
	Tree Removal	EA \$ 300.00	-	-	-	-	-	-	\$ -
	Tree Planting	EA \$ 500.00	-	-	-	200	-	200	\$ 100,000.00
inage:									
	Signs	EA \$ 250.00	-	-	-	6	-	6	\$ 1,500.00
	Remove Existing Signs	EA \$ 25.00	-	-	-	-	-	-	\$ -
	Relocate Existing Signs	EA \$ 100.00	-	-	-	-	-	-	\$ -
et Furniture:									
	Benches	EA \$ 736.00	-	-	-	12	-	12	\$ 8,832.00
	Trash Receptacles	EA \$ 664.00	-	-	-	12	-	12	\$ 7,968.00
	Bicycle Racks	EA \$ 500.00	-	-	-	12	-	12	\$ 6,000.00
et Lights:									
	Streets and Lanes	EA \$ 2,400.00	-	-	-	40	-	40	\$ 96,000.00
	Plazas and Greens	EA \$ 570.00	-	-	-	-	-	-	\$ -
ic Structure:									
	Meeting Hall	SF \$ 200.00	-	-	-	-	-	-	\$ -
	Bridge	LF \$ 9.00	-	-	-	-	-	-	\$ -
zas:									
	Paving	SY \$ 4.50	-	-	-	-	-	-	\$ -
	Landscaping	EA \$ 600.00	-	-	-	-	-	-	\$ -
cellanious:									
	Contingency	10%	-	-	-	-	-	-	\$ 58,851.97
	Miscellaneous	10%	-	-	-	-	-	-	\$ 58,851.97
	Maintenance of Traffic	6%	-	-	-	-	-	-	\$ 35,311.18
	Clearing and Grubbing	1%	-	-	-	-	-	-	\$ 5,885.20
	Civic Art	2%	-	-	-	-	-	-	\$ 11,770.39
									\$ 588,519.69
									\$ 759,190.39







## SITE DATA

**Master Planners:**  
*as Occidental Development, Inc.*  
 4000 Santa Monica Blvd., Suite 200  
 Los Angeles, CA 90048  
 Tel: (310) 881-1565 Fax: (310) 881-4044  
 Email: [occidental@earthlink.net](mailto:occidental@earthlink.net)

**Planner:**  
 Peter A. Kohn & Partners, Inc.  
 1600 N.W. 24th Avenue, 21st Floor  
 Miami, Florida 33137  
 Tel: (305) 371-6177 Fax: (305) 370-7068  
 Email: [pa@peterakohn.com](mailto:pa@peterakohn.com)

**Landscaping Architect:**  
 Wally Dwyer Group  
 400 West Village  
 Los Angeles, CA 90024  
 Tel: (310) 850-4464 Fax: (310) 850-0037  
 Email: [wally@wallydwyer.com](mailto:wally@wallydwyer.com)

UNIT	2010/11 A/C	2011/12 A/C
GRASS AREAS AND RECREATION	777.1 A/c	8,675 of Impoundment Ponds
PARKING LANE TRACTS	142.5 A/c	2,175 of Impoundment Ponds
CHINA LANE LOTTS	4.22 A/c	27,295 of Impoundment Ponds
POWELL LANE LOTTS	2.85 A/c	8,675 of Impoundment Ponds
MCNICHOL LANE LOTTS	4.6 A/c	27,295 of Impoundment Ponds
MOORE LANE LOTTS	41.0 A/c	8,675 of Impoundment Ponds
WINDSOR LANE LOTTS	6.6 A/c	27,295 of Impoundment Ponds

Scale: 1" = 300'-0"



*Mandarin Lakes TND*  
*Miami-Dade County, Florida*

*Al Russell*  
Development, Inc.  
Master Planned  
Communities  
Mixed-Use  
Town Centers  
1153 Town Center Drive  
Suite 202  
Apopka, Florida 32715  
Tel: 407-886-7700 Fax: 407-886-7704

DATE/TIME	14 JUN 68
ORIGIN	0000
APPROVED	0000
FOR RELEASE	0000
CNTL	0000
ADVISORY	0000

MP-1

SHEET 1 OF 6

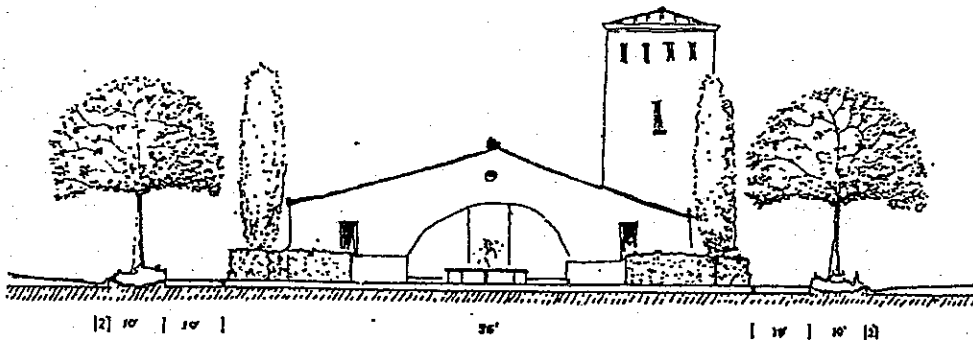
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# PHASE I

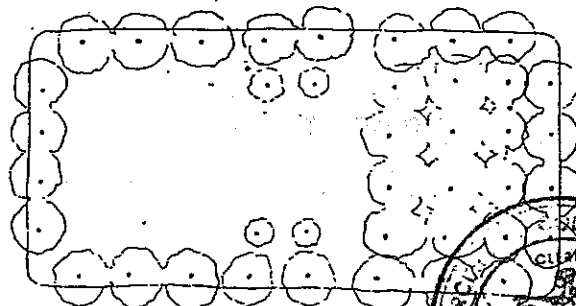
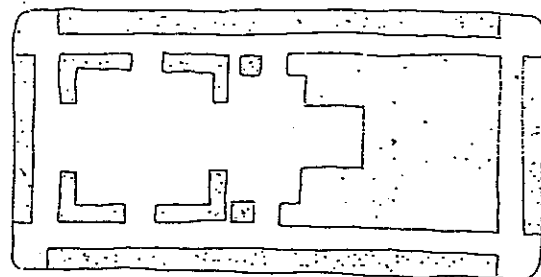
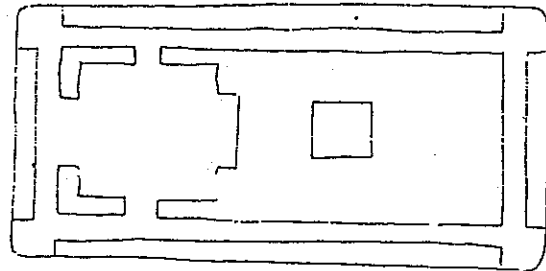
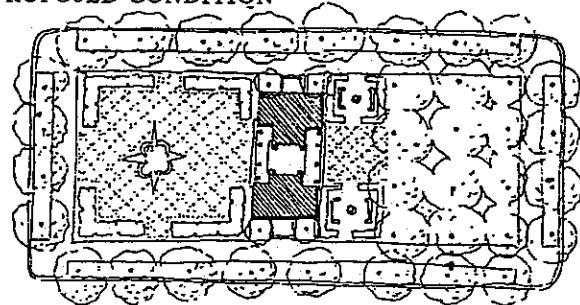
## TAX INCREMENT FINANCING DISTRICT PLAZA SPECIFICATIONS

Naranja Lakes, Florida



### PROPOSED CONDITION

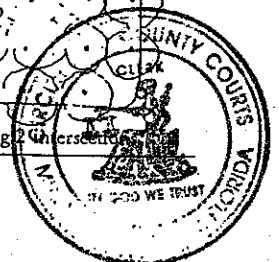
DISTRICT NAME:	Naranja Lakes Boulevard District
STREET NAME:	Naranja Lakes Blvd.
PLAZA:	35,000 sq. ft. - 75% paved - alinged with double rows of shaded trees. It includes largely paved areas, fountains and sculptured landscaping.
CIVIC BUIDLING:	5,000 sq.ft. - located within the plaza.
CIVIC ART:	Statues and Fountains.
STREET FURNITURE:	Lamps and benches.
STREET LIGHTS:	70 ft. on center.
ELECTRIC POLES:	70 ft. on center.
EXISTING SECTION:	None.
PROPOSED SECTION:	From North to South: 10 ft. planting strip - 10 ft. sidewalk - 95 ft. square - 10 ft. sidewalk - 10 ft. planting strip.
SIDEWALK:	Red colored reinforted concrete.
PLANTING STRIP:-	Shrubs and Hedges.
IRRIGATION:	Buried drip collar for establishment.
EXISTING TREES:	To be replanted.
PROPOSED TREES:	Mahogany 12 ft. high.
TREE PATTERN:	35 ft. on center.
GROUND COVER:	7 shrubs per tree.
CULTIVATION:	Boardcast fertilize twice a year with balanced tree fertilizer.
INSTRUCTIONS:	Time the planting of turf for early in the rainy season and spary emergent weeds.



NOTE: The square is planned for 300 lineal feet along 2 1/2 intersections.

PROPOSED CONDITION - D

Naranja Lakes Boulevard Plaza





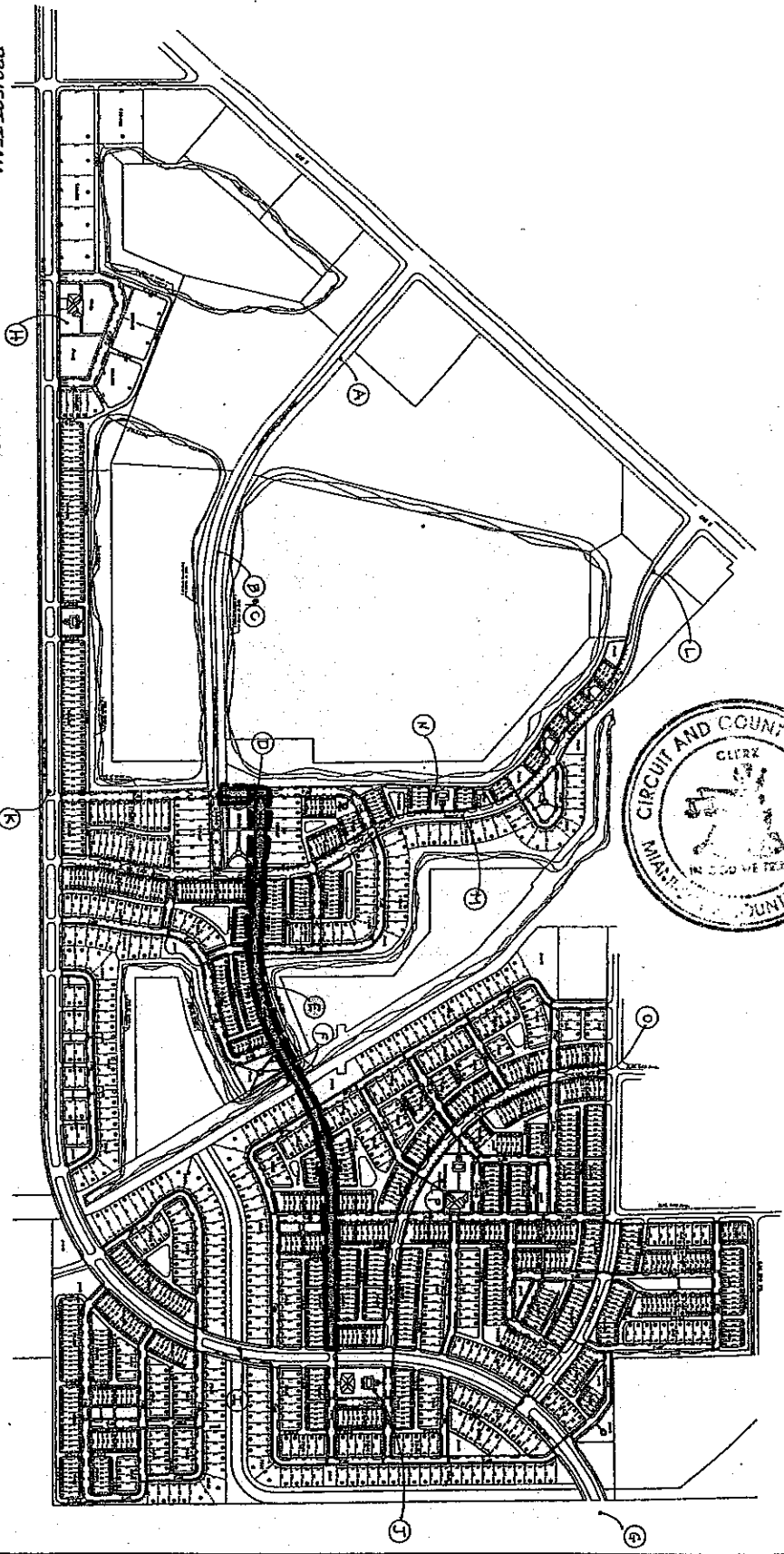
Naranja Lakes

Phase: I  
District: Naranja Lakes Boulevard Plaza  
Lineal feet: 550  
Section:

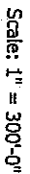
	ITEM	PRICE	Lenght ft.	Width ft.	Depth ft.	Counts	AREA	Cal.	COST
	Regular Excavation	CY \$ 3.25	496	54	2	-	53.568	1,984	\$ 6,448.00
	Embankment	CY \$ 4.50	-	-	-	-	-	-	\$ -
	Type B Stabilization	SY \$ 1.50	496	54	-	-	26.784	2,976	\$ 4,464.00
	Limerock Base (8" thick)	SY \$ 7.00	496	54	-	-	26.784	2,976	\$ 20,832.00
	Milling Existing Asphalt Pavement	SY \$ 4.50	-	-	-	-	-	-	\$ -
	Type S-1 Asphaltic Concrete (1 5/8")	TN \$ 35.00	-	-	-	-	-	-	\$ -
	Inlet	EA \$ 2,000.00	-	-	-	4	-	4	\$ 8,000.00
	Modify Existing Drainage Structure	EA \$ 800.00	-	-	-	-	-	-	\$ -
	Pipe Culvert (15")	LF \$ 26.00	-	-	-	-	-	-	\$ -
	Pipe Culvert (18")	LF \$ 28.00	112	-	-	-	-	112	\$ 3,136.00
	Pipe Culvert (24")	LF \$ 32.00	800	-	-	-	-	800	\$ 25,600.00
	Exfiltration Drain(24" Pipe)	LF \$ 55.00	-	-	-	-	-	-	\$ -
	Plastic Filter Fabric	SY \$ 3.00	21	15	-	-	315	140	\$ 420.00
	Adjust Manhole	EA \$ 300.00	-	-	-	4	-	4	\$ 1,200.00
	Adjust Existing Valve Boxes	EA \$ 250.00	-	-	-	-	-	-	\$ -
	Adjust Existing F.H. and Valve Boxes	EA \$ 600.00	-	-	-	-	-	-	\$ -
	Adjust Existing F.M. and Valve Boxes	EA \$ 250.00	-	-	-	-	-	-	\$ -
	Solid Traffic Stripe, White (4")	LF \$ 0.50	1,430	-	-	-	-	1,430	\$ 715.00
Curbs:	Curbs	LF \$ 9.00	1,060	-	-	-	-	1,060	\$ 9,540.00
Sidewalks and Greens:	Concrete Sidewalk (4" Thick)	SY \$ 15.00	550	12	-	-	6,600	733	\$ 11,000.00
	Concrete Sidewalk (6" Thick)	SY \$ 17.50	-	-	-	-	-	-	\$ -
	Sodding (Maintenance and Water)	SY \$ 2.00	550	10	-	-	5,500	611	\$ 1,222.22
Shrubs:	Shrubs	EA \$ 10.00	-	-	-	168	-	168	\$ 1,680.00
Trees:	Tree Removal	EA \$ 300.00	-	-	-	5	-	5	\$ 1,500.00
	Tree Planting	EA \$ 500.00	-	-	-	24	-	24	\$ 12,000.00
Signage:	Signs	EA \$ 250.00	-	-	-	4	-	4	\$ 1,000.00
	Remove Existing Signs	EA \$ 25.00	-	-	-	-	-	-	\$ -
	Relocate Existing Signs	EA \$ 100.00	-	-	-	-	-	-	\$ -
Street Furniture:	Benches	EA \$ 736.00	-	-	-	15	-	15	\$ 11,040.00
	Trash Receptacles	EA \$ 664.00	-	-	-	7	-	7	\$ 4,648.00
	Bicycle Racks	EA \$ 500.00	-	-	-	12	-	12	\$ 6,000.00
Street Lights:	Streets and Lanes	EA \$ 2,400.00	-	-	-	-	-	-	\$ -
	Plazas and Greens	EA \$ 570.00	-	-	-	14	-	14	\$ 7,980.00
Public Structure:	Meeting Hall	SF \$ 200.00	-	-	-	-	5,000	-	\$ 1,000,000.00
	Bridge	LF \$ 9.00	-	-	-	-	-	-	\$ -
Plazas:	Paving	SY \$ 4.50	130	90	-	-	11,700	1,300	\$ 5,850.00
	Landscaping	EA \$ 600.00	-	-	-	16	-	16	\$ 9,600.00
									\$ 1,153,875.22
Miscellaneous:	Contingency	10%	-	-	-	-	-	-	115,387.52
	Miscellaneous	10%	-	-	-	-	-	-	115,387.52
	Maintenance of Traffic	6%	-	-	-	-	-	-	69,232.51
	Clearing and Grubbing	1%	-	-	-	-	-	-	11,538.75
	Civic Art	2%	-	-	-	-	-	-	23,077.50
									\$ 1,488,499.04





[illegible]

Gross Acres of THO		50 to AC.
Users	Acres	
Grass, Acres of Non-Improved	17,721 Ac.	
Public Use (Public)	10,821 Ac.	0.57% of Improved Property
Grass, Improved	5,021 Ac.	0.24% of Improved Property
Improvement Use (Grass)	3,881 Ac.	0.27% of Improved Property
Improvement Use (Grass)	4,841 Ac.	0.21% of Improved Property
Improvement Use (Grass)	4,611 Ac.	0.21% of Improved Property
Improvement Use (Grass)	6,421 Ac.	0.24% of Improved Property



*Mandarin Lakes TND*  
*Miami-Dade County, Florida*

*Al Musella*  
Development, Inc.  
Master Planned  
Communities  
Millard-Van  
Town Centers  
1163 Town Center Drive  
Suite 302  
Jupiter, Florida 33459  
407-584-8244

MP-1

901



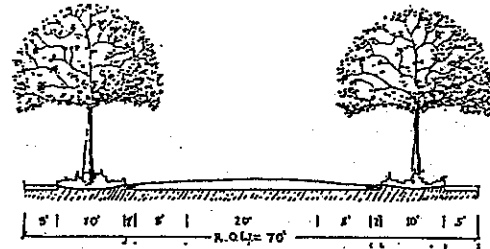
# PHASE II

## TAX INCREMENT FINANCING DISTRICT

Naranja Lakes, Florida

## STREETSCAPE SPECIFICATIONS

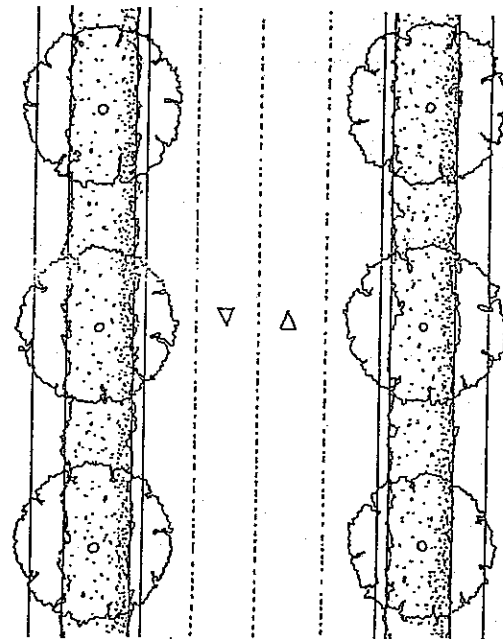
NONE



### EXISTING CONDITION

### PROPOSED CONDITION

DISTRICT NAME:	Canal Boulevard District
STREET NAME:	Canal Boulevard
STREET FURNITURE:	Lamps and benches.
STREET LIGHTS:	70 ft. on center.
ELECTRIC POLES:	70 ft. on center.
RIGHT-OF-WAY:	70 feet.
EXISTING SECTION:	None.
PROPOSED SECTION:	From North to South: 5 ft. sidewalk - 10 ft. planting strip - 2 ft. flat curb - 8 ft. parallel parking - 20 ft. two-way lanes - 8 ft. parallel parking - 2 ft. flat curb - 10 ft. planting strip - 5 ft. sidewalk.
SIDEWALK:	Red colored reinforced concrete.
PLANTING STRIP:	Shrubs and Hedges.
IRRIGATION:	Buried drip collar for establishment.
EXISTING TREES:	To be replanted.
PROPOSED TREES:	Mahogany 12 ft. high.
TREE PATTERN:	35 ft. on center.
GROUND COVER:	7 shrubs per tree.
CULTIVATION:	Broadcast fertilize twice a year with balanced tree fertilizer.
INSTRUCTIONS:	Time the planting of turf for early in the rainy season and spary emergent weeds.



Canal Boulevard



NOTE: This section runs for 1950 lineal feet along 4 intersections.

PROPOSED CONDITION - E



# Naranja Lakes

Phase: II  
 District: Canal Boulevard  
 Lineal feet 1950  
 Section:

	ITEM	PRICE	Length ft.	Width ft.	Depth ft.	Counts	AREA	Cal.	COST
	Regular Excavation	CY \$ 3.25	1,950	48	2	-	187,200	6,933	\$ 22,533.33
	Embankment	CY \$ 4.50	1,950	20	1	-	39,000	1,444	\$ 6,500.00
	Type B Stabilization	SY \$ 1.50	1,950	36	-	-	70,200	7,800	\$ 11,700.00
	Limerock Base (8" thick)	SY \$ 7.00	1,950	36	-	-	70,200	7,800	\$ 54,600.00
	Milling Existing Asphalt Pavement	SY \$ 4.50	-	-	-	-	-	-	\$ -
	Type S-1 Asphaltic Concrete (1 5/8")	TN \$ 35.00	1,950	36	-	-	70,200	697	\$ 24,399.38
	Inlet	EA \$ 2,000.00	-	-	-	8	-	8	\$ 16,000.00
	Modify Existing Drainage Structure	EA \$ 800.00	-	-	-	-	-	-	\$ -
	Pipe Culvert (15")	LF \$ 26.00	684	-	-	-	-	684	\$ 17,784.00
	Pipe Culvert (18")	LF \$ 28.00	-	-	-	-	-	-	\$ -
	Pipe Culvert (24")	LF \$ 32.00	-	-	-	-	-	-	\$ -
	Exfiltration Drain(24" Pipe)	LF \$ 55.00	1,950	-	-	-	-	1,950	\$ 107,250.00
	Plastic Filter Fabric	SY \$ 3.00	21	15	-	-	315	280	\$ 840.00
	Adjust Manhole	EA \$ 300.00	-	-	-	7	-	7	\$ 2,100.00
	Adjust Existing Valve Boxes	EA \$ 250.00	-	-	-	-	-	-	\$ -
	Adjust Existing F.H. and Valve Boxes	EA \$ 600.00	-	-	-	-	-	-	\$ -
	Adjust Existing F.M. and Valve Boxes	EA \$ 250.00	-	-	-	-	-	-	\$ -
	Solid Traffic Stripe, White (4")	LF \$ 0.50	5,070	-	-	-	-	5,070	\$ 2,535.00
Curbs:	Curbs	LF \$ 9.00	3,900	-	-	-	-	3,900	\$ 35,100.00
Lawns and Greens:	Concrete Sidewalk (4" Thick)	SY \$ 15.00	1,950	12	-	-	23,400	2,600	\$ 39,000.00
	Concrete Sidewalk (6" Thick)	SY \$ 17.50	-	-	-	-	-	-	\$ -
	Sodding (Maintenance and Water)	SY \$ 2.00	1,950	20	-	-	39,000	4,333	\$ 8,666.67
Shrubs:	Shrubs	EA \$ 10.00	-	-	-	784	-	784	\$ 7,840.00
Trees:	Tree Removal	EA \$ 300.00	-	-	-	-	-	-	\$ -
	Tree Planting	EA \$ 500.00	-	-	-	112	-	112	\$ 56,000.00
Signage:	Signs	EA \$ 250.00	-	-	-	9	-	9	\$ 2,250.00
	Remove Existing Signs	EA \$ 25.00	-	-	-	-	-	-	\$ -
	Relocate Existing Signs	EA \$ 100.00	-	-	-	-	-	-	\$ -
Street Furniture:	Benches	EA \$ 736.00	-	-	-	14	-	14	\$ 10,304.00
	Trash Receptacles	EA \$ 664.00	-	-	-	14	-	14	\$ 9,296.00
	Bicycle Racks	EA \$ 500.00	-	-	-	12	-	12	\$ 6,000.00
Street Lights:	Streets and Lanes	EA \$ 2,400.00	-	-	-	56	-	56	\$ 133,714.29
	Plazas and Greens	EA \$ 570.00	-	-	-	-	-	-	\$ -
Public Structure:	Meeting Hall	SF \$ 200.00	-	-	-	-	-	-	\$ -
	Bridge	LF \$ 9.00	-	-	-	-	-	-	\$ -
Plazas:	Paving	SY \$ 4.50	-	-	-	-	-	-	\$ -
	Landscaping	EA \$ 600.00	-	-	-	-	-	-	\$ -
Scenic:	Contingency	10%	-	-	-	-	-	-	\$ 57,441.27
	Miscellaneous	10%	-	-	-	-	-	-	\$ 57,441.27
	Maintenance of Traffic	6%	-	-	-	-	-	-	\$ 34,464.76
	Clearing and Grubbing	1%	-	-	-	-	-	-	\$ 5,744.13
	Civic Art	2%	-	-	-	-	-	-	\$ 11,488.25
Subtotal:									\$ 574,412.66
Project Total:									\$ 740,992.33









[illegible][illegible]

# Master Site Plan

*Development, Inc.*  
Master Planned  
Communities  
Mixed-Use  
Town Centers  
1153 Town Center Drive  
Suite 202  
Jupiter, Florida 33458  
888-654-8200 Fax-871-1544

MP-1

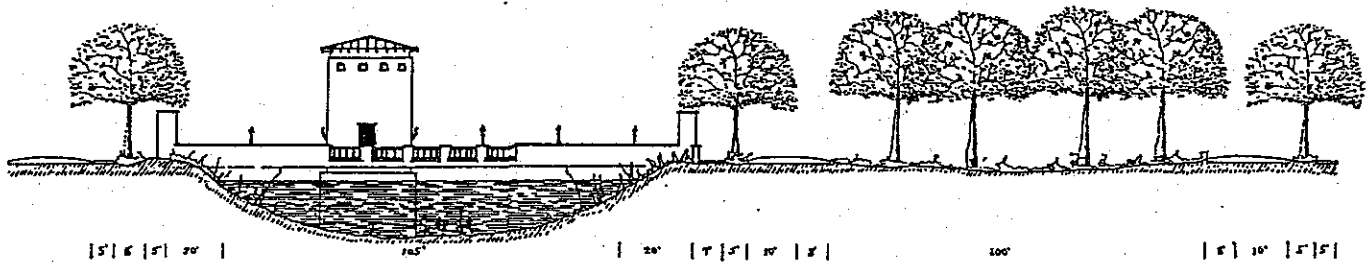


# PHASE II

## TAX INCREMENT FINANCING DISTRICT

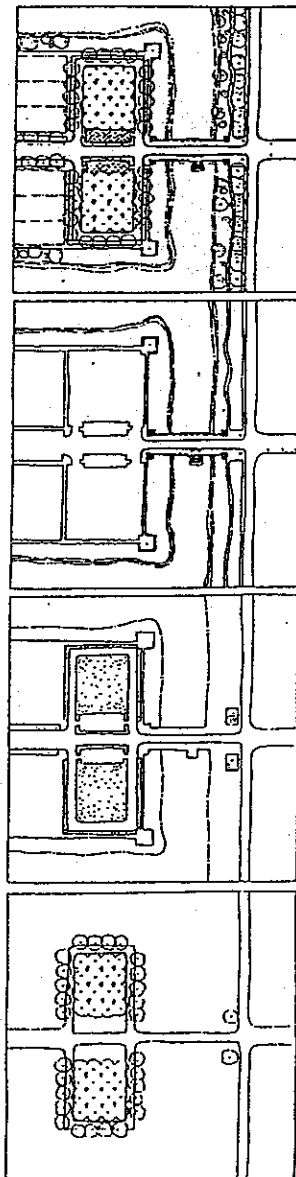
Naranja Lakes, Florida

## GREEN SPECIFICATIONS



### PROPOSED CONDITION

DISTRICT NAME:	Canal Boulevard District
STREET NAME:	Canal Boulevard
GREEN:	Two greens each 12,000 sq. ft. - 25% paved - with equally spaced shaded trees.
CIVIC STRUCTURE:	Bridge with a section from North to South: 10 ft. sidewalk - 20 ft. two-way lanes - 10 ft. sidewalk.
CIVIC ART:	Statues and Fountains.
STREET FURNITURE:	Lamps, Benches and Transit Shelter.
STREET LIGHTS:	70 ft. on center.
ELECTRIC POLES:	70 ft. on center.
RIGHT-OF-WAY:	100 ft. green
EXISTING SECTION:	None.
PROPOSED SECTION:	From East to West: 2 ft. flat curb - 96 ft. paving and green - 2 ft. flat curb.
SIDEWALK:	Red colored reinforced concrete.
PLANTING STRIP:	Shurbs and Hedges.
IRRIGATION:	Buried drip collar for establishment.
EXISTING TREES:	To be replanted.
PROPOSED TREES:	Mahogany 12 ft. high.
TREE PATTERN:	35 ft. on center.
GROUND COVER:	7 shurbs per tree.
CULTIVATION:	Boardcast fertilize twice a year with balanced tree fertilizer.
INSTRUCTIONS:	Time the planting of turf for early in the rainy season and spary emergent weeds.



Canal Boulevard Green



NOTE: This section runs for 240 lineal feet along 2 intersections.

PROPOSED CONDITION - P

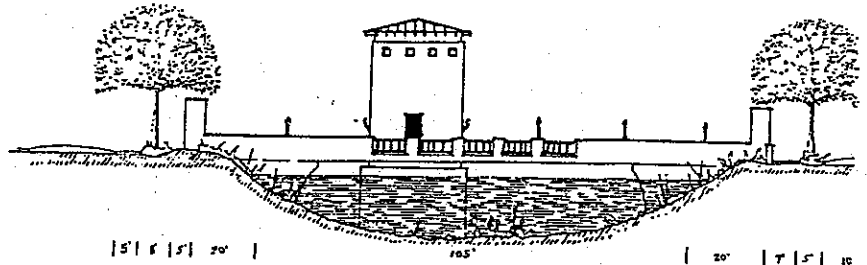


# PHASE II

## TAX INCREMENT FINANCING DISTRICT STREETSCAPE SPECIFICATIONS

Naranja Lakes, Florida

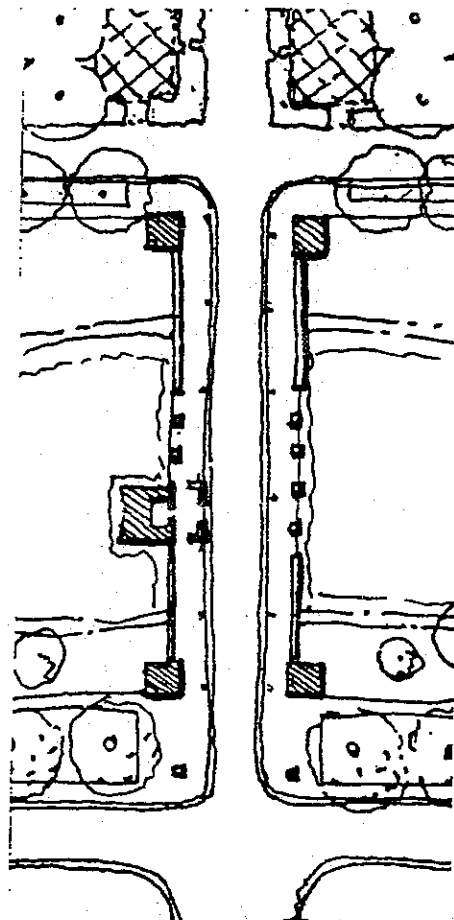
NONE



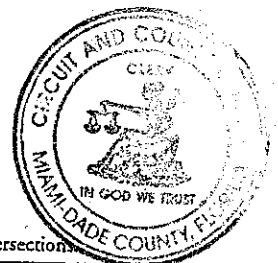
### EXISTING CONDITION

### PROPOSED CONDITION

DISTRICT NAME:	Canal Boulevard District
STREET NAME:	Canal Boulevard
STREET FURNITURE:	Lamps and benches.
STREET LIGHTS:	70 ft. on center.
ELECTRIC POLES:	70 ft. on center.
RIGHT-OF-WAY:	70 feet.
EXISTING SECTION:	None.
PROPOSED SECTION:	From North to South: 5 ft. sidewalk - 10 ft. planting strip - 2 ft. flat curb - 8 ft. parallel parking - 20 ft. two-way lanes - 8 ft. parallel parking - 2 ft. flat curb - 10 ft. planting strip - 5 ft. sidewalk.
SIDEWALK:	Red colored reinforced concrete.
PLANTING STRIP:	Shrubs and Hedges.
IRRIGATION:	Buried drip collar for establishment.
EXISTING TREES:	To be replanted.
PROPOSED TREES:	Mahogany 12 ft. high.
TREE PATTERN:	35 ft. on center.
GROUND COVER:	7 shrubs per tree.
CULTIVATION:	Boardcast fertilize twice a year with balanced tree fertilizer.
INSTRUCTIONS:	Time the planting of turf for early in the rainy season and spary emergent weeds.



Canal Boulevard along the Bridge



NOTE: The bridge runs for 150 lineal feet along 2 intersections.

PROPOSED CONDITION - F



Phase: II  
District: Canal Boulevard Green  
Lineal fee 1044

<b>Subtotal:</b>		<b>\$ 515,332.37</b>
-	-	51,533.24
-	-	51,533.24
-	-	30,919.94
-	-	5,153.32
-	-	10,306.65
<b>Project Total:</b>		<b>\$ 664,778.76</b>





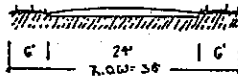


# PHASE III

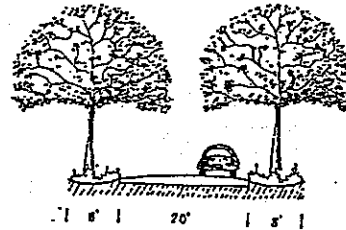
## TAX INCREMENT FINANCING DISTRICT

Naranja Lakes, Florida

## STREETSCAPE SPECIFICATIONS

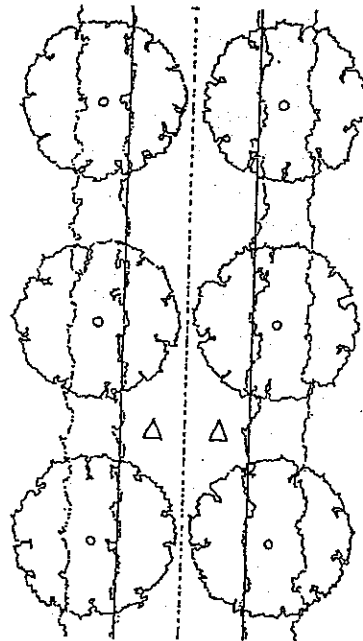


### EXISTING CONDITION

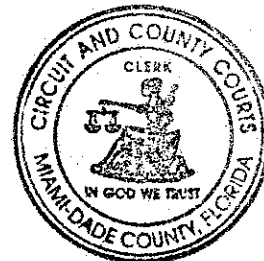


### PROPOSED CONDITION

DISTRICT NAME:	280 <sup>th</sup> Avenue District.
STREET NAME:	272 <sup>th</sup> Street.
STREET FURNITURE:	Lamps, Benches and Transit Shelter.
STREET LIGHTS:	70 ft. on center.
ELECTRIC POLES:	70 ft. on center.
RIGHT-OF-WAY:	70 feet.
EXISTING SECTION:	From North to South: 6 ft. planting strip - 24 ft. two-way lanes - 6 ft. planting strip.
PROPOSED SECTION:	From North to South: 8 ft. planting strip - 20 ft. two-way lanes - 8 ft. planting strip.
SIDEWALK:	Red colored reinforced concrete.
PLANTING STRIP:	Shrubs and Hedges.
IRRIGATION:	Buried drip collar for establishment.
EXISTING TREES:	To be replanted.
PROPOSED TREES:	Mahogany 12 ft. high.
TREE PATTERN:	35 ft. on center.
GROUND COVER:	7 shrubs per tree.
CULTIVATION:	Broadcast fertilize twice a year with balanced tree fertilizer.
INSTRUCTIONS:	Time the planting of turf for early in the rainy season and spray emergent weeds.



272<sup>th</sup> Street



NOTE: This section runs for 1400 lineal feet along 2 intersections.

PROPOSED CONDITION - 6



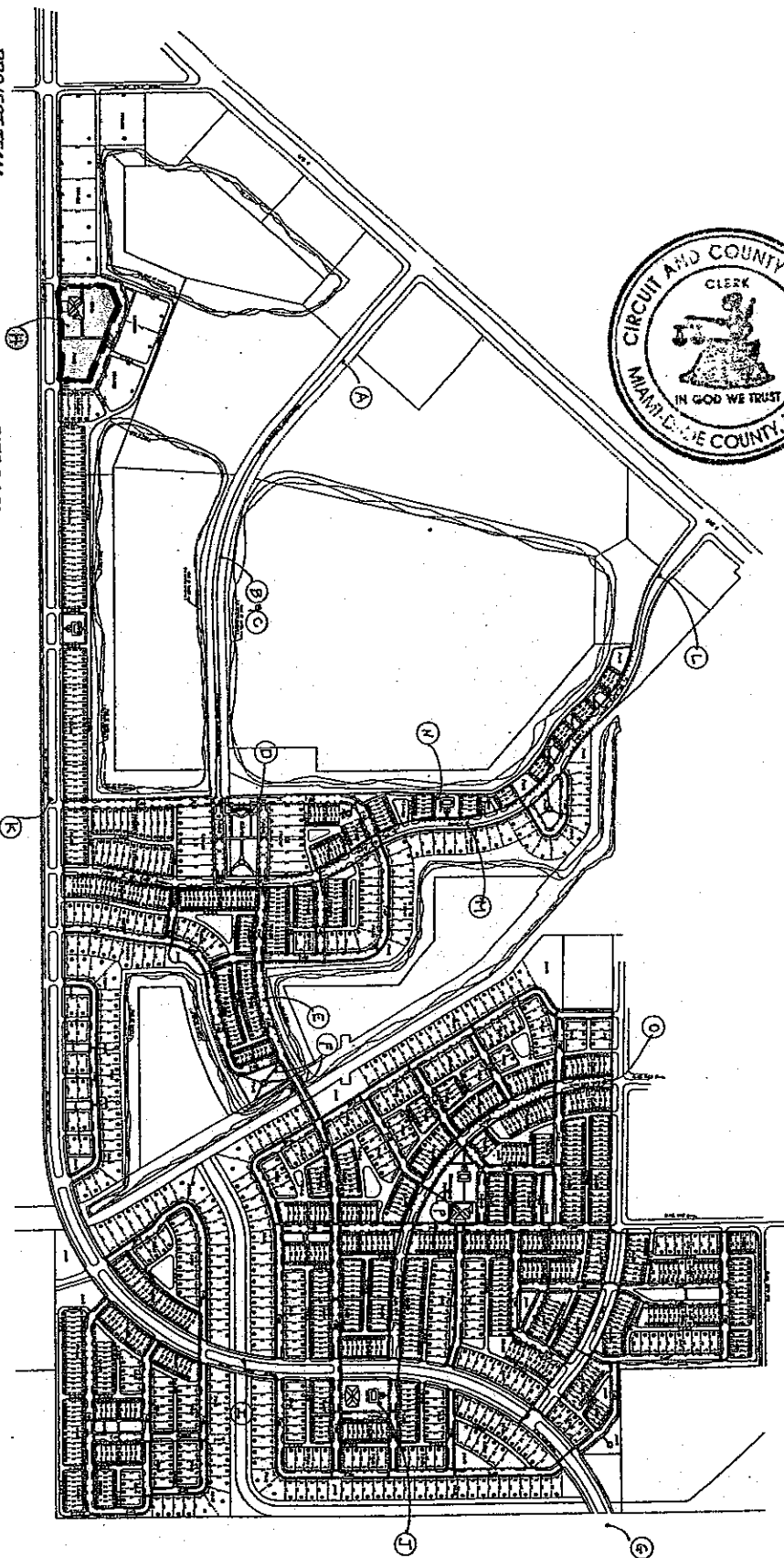
**Iaranja Lakes**

ase: III  
 strict: 272nd Street  
 eal feet: 1400  
 ction:

	ITEM	PRICE	Lenght ft.	Width ft.	Depth ft.	Counts	AREA	Cal.	COST
	Regular Excavation	CY \$ 3.25	1,400	4	1	-	5,600	207	\$ 674.07
	Embankment	CY \$ 4.50	1,400	16	1	-	22,400	830	\$ 3,733.33
	Type B Stabilization	SY \$ 1.50	-	-	-	-	-	-	\$ -
	Limerock Base (8" thick)	SY \$ 7.00	-	-	-	-	-	-	\$ -
	Milling Existing Asphalt Pavement	SY \$ 4.50	1,400	20	-	-	28,000	3,111	\$ 14,000.00
	Type S-1 Asphaltic Concrete (1 5/8" )	TN \$ 35.00	1,400	20	-	-	28,000	278	\$ 9,731.94
	Inlet	EA \$ 2,000.00	-	-	-	6	-	6	\$ 12,000.00
	Modify Existing Drainage Structure	EA \$ 800.00	-	-	-	-	-	-	\$ -
	Pipe Culvert (15")	LF \$ 26.00	60	-	-	-	-	60	\$ 1,560.00
	Pipe Culvert (18")	LF \$ 28.00	-	-	-	-	-	-	\$ -
	Pipe Culvert (24")	LF \$ 32.00	-	-	-	-	-	-	\$ -
	Exfiltration Drain(24" Pipe)	LF \$ 55.00	1,400	-	-	-	-	1,400	\$ 77,000.00
	Plastic Filter Fabric	SY \$ 3.00	21	15	-	-	315	210	\$ 630.00
	Adjust Manhole	EA \$ 300.00	-	-	-	4	-	4	\$ 1,200.00
	Adjust Existing Valve Boxes	EA \$ 250.00	-	-	-	-	-	-	\$ -
	Adjust Existing F.H. and Valve Boxes	EA \$ 600.00	-	-	-	-	-	-	\$ -
	Adjust Existing F.M. and Valve Boxes	EA \$ 250.00	-	-	-	-	-	-	\$ -
	Solid Traffic Stripe, White (4")	LF \$ 0.50	1,400	-	-	-	-	1,400	\$ 700.00
bs:	Curbs	LF \$ 9.00	2,800	-	-	-	-	2,800	\$ 25,200.00
walks and Greens:									
	Concrete Sidewalk (4" Thick)	SY \$ 15.00	-	6	-	-	-	-	\$ -
	Concrete Sidewalk (6" Thick)	SY \$ 17.50	-	-	-	-	-	-	\$ -
	Sodding (Maintenance and Water)	SY \$ 2.00	1,400	8	-	-	11,200	1,244	\$ 2,488.89
bs:	Shrubs	EA \$ 10.00	-	-	-	560	-	560	\$ 5,600.00
s:									
	Tree Removal	EA \$ 300.00	-	-	-	30	-	30	\$ 9,000.00
	Tree Planting	EA \$ 500.00	-	-	-	80	-	80	\$ 40,000.00
age:									
	Signs	EA \$ 250.00	-	-	-	4	-	4	\$ 1,000.00
	Remove Existing Signs	EA \$ 25.00	-	-	-	-	-	-	\$ -
	Relocate Existing Signs	EA \$ 100.00	-	-	-	-	-	-	\$ -
it Furniture:									
	Benches	EA \$ 736.00	-	-	-	-	-	-	\$ -
	Trash Receptacles	EA \$ 664.00	-	-	-	-	-	-	\$ -
	Bicycle Racks	EA \$ 500.00	-	-	-	8	-	8	\$ 4,000.00
t Lights:									
	Streets and Lanes	EA \$ 2,400.00	-	-	-	40	-	40	\$ 96,000.00
	Plazas and Greens	EA \$ 570.00	-	-	-	-	-	-	\$ -
Structure:									
	Meeting Hall	SF \$ 200.00	-	-	-	-	-	-	\$ -
	Bridge	LF \$ 9.00	-	-	-	-	-	-	\$ -
s:									
	Paving	SY \$ 3.00	-	-	-	-	-	-	\$ -
	Landscaping	EA \$ 600.00	-	-	-	-	-	-	\$ -
Ilanious:									
	Contingency	10%	-	-	-	-	-	-	30,451.82
	Miscellaneous	10%	-	-	-	-	-	-	30,451.82
	Maintenance of Traffic	6%	-	-	-	-	-	-	18,271.09
	Clearing and Grubbing	1%	-	-	-	-	-	-	3,045.18
	Civic Art	2%	-	-	-	-	-	-	6,090.36
Subtotal:								\$ 304,518.24	
Project Total:								\$ 392,828.53	







**Office of Development**  
 Cheryl L. Leland, President, LLC, and  
 Managing Director, Healthcare & Life  
 Sciences, LLC  
 15022 N.W. 152 Street  
 Miami, Florida 33184  
 P: (305) 699-0001 F: (305) 758-2700

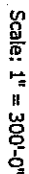
**Buildings**  
 Carlos Hervas  
 11700 NE 1st Avenue, Suite 210  
 Miami, FL 33176  
 P: (305) 333-1001 F: (305) 373-7013  
 E: carlos.hervas@corusinc.com

**Legal Services**  
 Tanya Hays  
 16700 N.W. 25th Avenue, Suite 201  
 Miami, Florida 33172  
 P: (305) 424-4418 F: (305) 446-4780  
 E: tanya.hays@corusinc.com

**OTD Members**  
 1. 30322 N.W. 112th Court  
 Miami, Florida 33188  
 P: (305) 333-1001 F: (305) 284-4200  
 E: info@corusinc.com

**Video Services**  
 2502 Pines Road, Suite 275  
 Atlanta, Georgia 30329  
 P: (404) 366-4444 F: (404) 966-4426

	Gross Acres of Unimproved Neighborhood	Gross Acres of Neighborhood
LOOTS	34.51 Acs.	501.89 Acs.
PRINCE LANE TRACTS (7 PLOTS)	16.82 Acs.	1,549.00 Acs. of Neighborhood Property
DRIVE LANE LOTS (1 CORNER)	4.65 Acs.	3,494.00 Acs. of Neighborhood Property
IMPROVED LANE LOTS (2 CORNERS)	3.84 Acs.	3,176.00 Acs. of Neighborhood Property
IMPROVED LANE LOTS (2 CORNERS)	44.12 Acs.	37,915.00 Acs. of Neighborhood Property
HOLDS LANE LOTS (2 CORNERS)	40.15 Acs.	37,995.00 Acs. of Neighborhood Property
WINDSOR LANE LOTS (2 CORNERS)	8.71 Acs.	3,875.00 Acs. of Neighborhood Property



# Master Site Plan

*Mandarin Lakes TND*  
*Miami-Dade County, Florida*

*de Munnick*  
Development, Inc.  
Meister Planned  
Communities  
Mixed-Use  
Town Centers  
1153 Town Center Drive  
Suite 202  
Jupiter, Florida 33458  
407-597-8555 Fax: 407-594-4444

MIP-1

Sheet 1 of 6

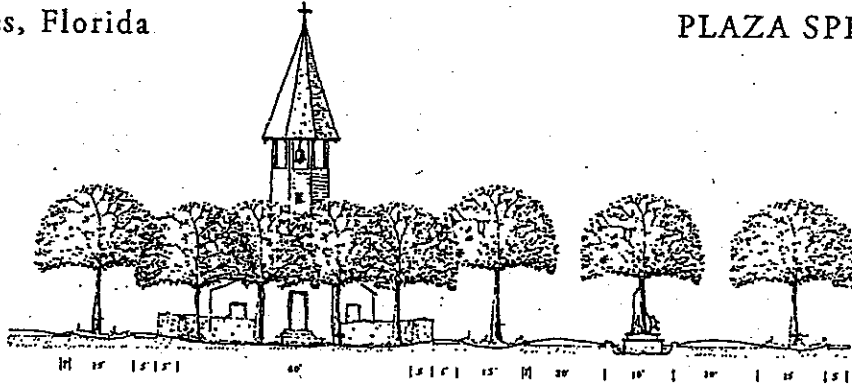


# PHASE III

## TAX INCREMENT FINANCING DISTRICT

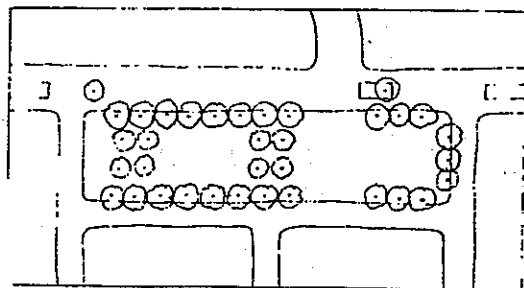
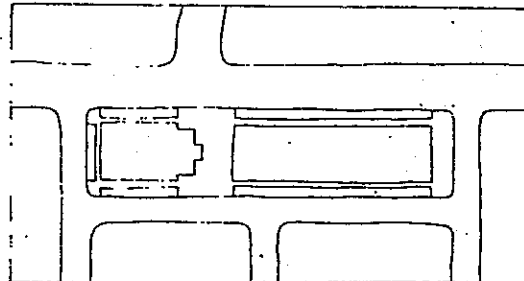
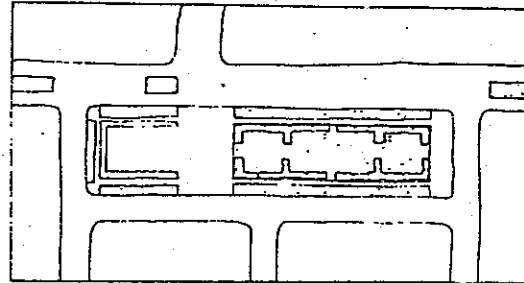
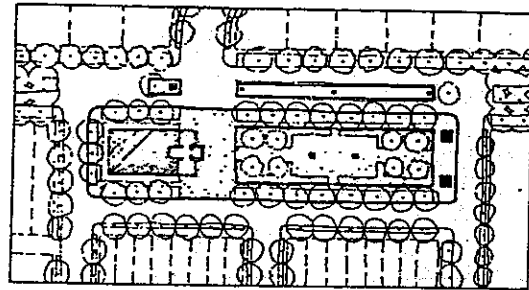
Naranja Lakes, Florida

## PLAZA SPECIFICATIONS



### PROPOSED CONDITION

DISTRICT NAME:	280 <sup>th</sup> Street District
STREET NAME:	280 <sup>th</sup> Street.
PLAZA:	57,600 sq. ft. plaza - 75 % paved - alined with shaded trees.
CIVIC BUILDING:	5,000 sq.ft. - located within the plaza.
CIVIC ART:	Statues and Fountains.
STREET FURNITURE:	Lamps, Benches and Transit Shelter.
STREET LIGHTS:	70 ft. on center.
ELECTRIC POLES:	70 ft. on center.
RIGHT-OF-WAY:	140 ft. plaza.
EXISTING SECTION:	None.
PROPOSED SECTION:	From West to East: 2 ft. flat curb - 118 ft. paving and green - 2 ft. sidewalk.
SIDEWALK:	Red colored reinforced concrete.
PLANTING STRIP:	Shrubs and Hedges.
IRRIGATION:	Buried drip collar for establishment.
EXISTING TREES:	To be replanted.
PROPOSED TREES:	Mahogany 12 ft. high.
TREE PATTERN:	35 ft. on center.
GROUND COVER:	7 shrubs per tree.
CULTIVATION:	Boardcast fertilize twice a year with balanced tree fertilizer.
INSTRUCTIONS:	Time the planting of turf for early in the rainy season and spray with weeds.



280<sup>th</sup> Street Plaza



NOTE: This section runs for 480 lineal feet along 2 intersections.

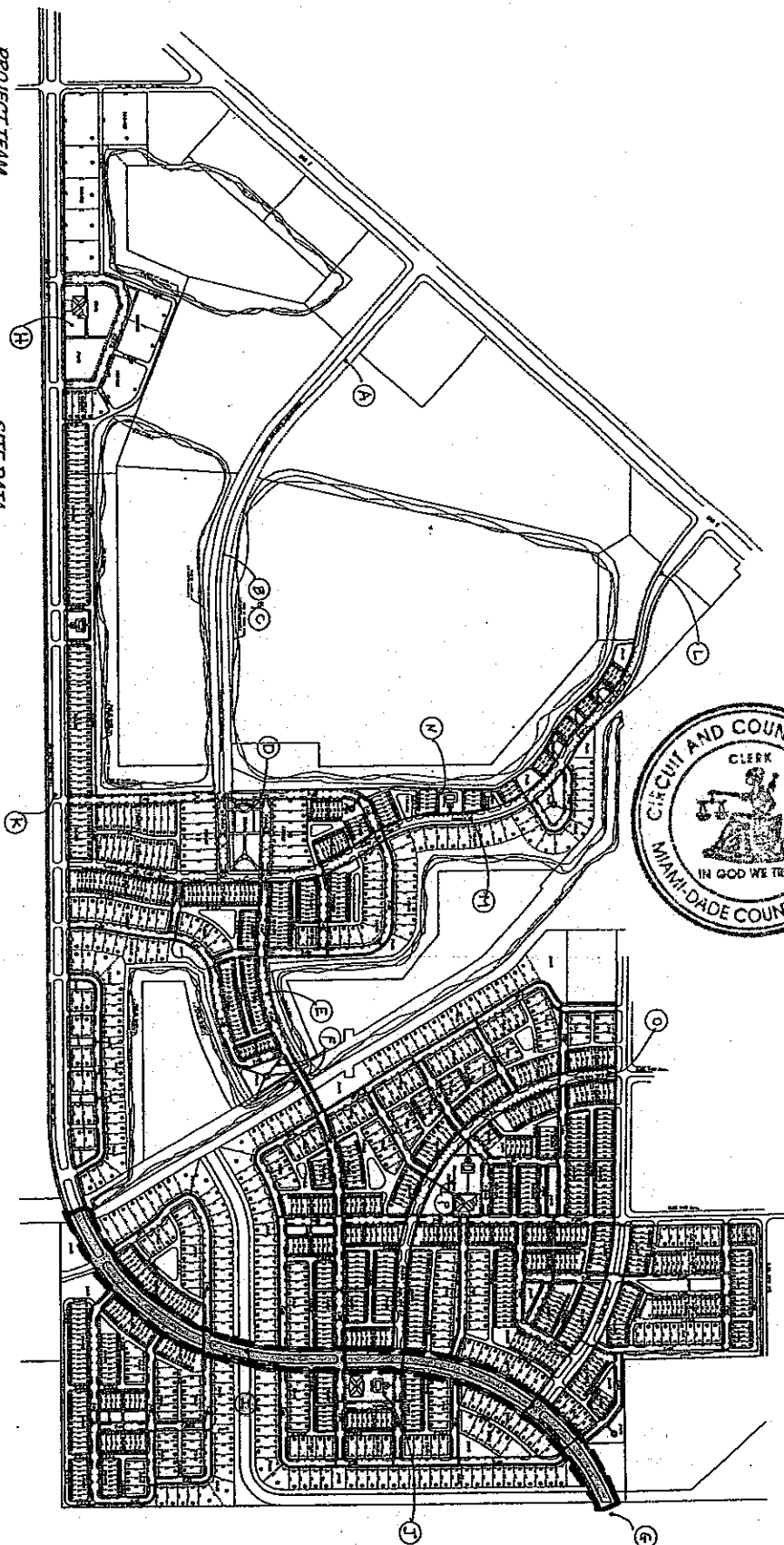
PROPOSED CONDITION - H



ase: III  
strict: 280th Street Plaza  
real fee 1200  
ction:

	ITEM	PRICE	Lenght ft.	Width ft.	Depth ft.	Counts	AREA	Cal.	COST
cution:	Regular Excavation	CY \$ 3.25	480	120	2	-	115,200	4,267	\$ 13,866.67
	Embankment	CY \$ 4.50	-	-	-	-	-	\$ -	-
	Type B Stabilization	SY \$ 1.50	480	120	-	-	57,600	6,400	\$ 9,600.00
	Limerock Base (8" thick)	SY \$ 7.00	480	120	-	-	57,600	6,400	\$ 44,800.00
	Milling Existing Asphalt Pavement	SY \$ 4.50	-	-	-	-	-	\$ -	-
	Type S-1 Asphaltic Concrete (1 5/8")	TN \$ 35.00	-	-	-	-	-	\$ -	-
	Inlet	EA \$ 2,000.00	-	-	-	4	-	4	\$ 8,000.00
	.Modify Existing Drainage Structure	EA \$ 800.00	-	-	-	-	-	\$ -	-
	Pipe Culvert (15")	LF \$ 26.00	54	-	-	-	-	54	\$ 1,404.00
	Pipe Culvert (18")	LF \$ 28.00	720	-	-	-	-	720	\$ 20,160.00
	Pipe Culvert (24")	LF \$ 32.00	-	-	-	-	-	\$ -	-
	Exfiltration Drain(24" Pipe)	LF \$ 55.00	-	-	-	-	-	\$ -	-
	Plastic Filter Fabric	SY \$ 3.00	21	15	-	-	315	140	\$ 420.00
	Adjust Manhole	EA \$ 300.00	-	-	-	-	-	\$ -	-
	Adjust Existing Valve Boxes	EA \$ 250.00	-	-	-	-	-	\$ -	-
	Adjust Existing F.H. and Valve Boxes	EA \$ 600.00	-	-	-	-	-	\$ -	-
	Adjust Existing F.M. and Valve Boxes	EA \$ 250.00	-	-	-	-	-	\$ -	-
	Solid Traffic Stripe, White (4")	LF \$ 0.50	3,120	-	-	-	-	3,120	\$ 1,560.00
s:	Curbs	LF \$ 9.00	1,200	-	-	-	-	1,200	\$ 10,800.00
walks and Greens:									
	Concrete Sidewalk (4" Thick)	SY \$ 15.00	1,200	12	-	-	14,400	1,600	\$ 24,000.00
	Concrete Sidewalk (6" Thick)	SY \$ 17.50	-	-	-	-	-	\$ -	-
	Sodding (Maintenace and Water)	SY \$ 2.00	930	5	-	-	4,650	517	\$ 1,033.33
bs:	Shrubs	EA \$ 10.00	-	-	-	217	-	217	\$ 2,170.00
:	Tree Removal	EA \$ 300.00	-	-	-	10	-	10	\$ 3,000.00
	Tree Planting	EA \$ 500.00	-	-	-	31	-	31	\$ 15,500.00
rge:	Signs	EA \$ 250.00	-	-	-	4	-	4	\$ 1,000.00
	Remove Existing Signs	EA \$ 25.00	-	-	-	-	-	\$ -	-
	Relocate Existing Signs	EA \$ 100.00	-	-	-	-	-	\$ -	-
t Furniture:	Benches	EA \$ 736.00	-	-	-	12	-	12	\$ 8,832.00
	Trash Receptacles	EA \$ 664.00	-	-	-	8	-	8	\$ 5,312.00
	Bicycle Racks	EA \$ 500.00	-	-	-	6	-	6	\$ 3,000.00
Lights:	Streets and Lanes	EA \$ 2,400.00	-	-	-	34	-	34	\$ 82,285.71
	Plazas and Greens	EA \$ 570.00	-	-	-	24	-	24	\$ 13,680.00
nstructure:	Meeting Hall	SF \$ 200.00	-	-	-	-	5,000	-	\$ 1,000,000.00
	Bridge	LF \$ 9.00	-	-	-	-	-	\$ -	-
:	Paving	SY \$ 3.00	120	70	-	-	8,400	933	\$ 2,800.00
	Landscaping	EA \$ 600.00	-	-	-	8	-	8	\$ 4,800.00
							Subtotal:		\$ 1,278,023.71
anious:	Contingency	10%	-	-	-	-	-	-	127,802.37
	Miscellaneous	10%	-	-	-	-	-	-	127,802.37
	Maintenance of Traffic	6%	-	-	-	-	-	-	76,681.42
	Clearing and Grubbing	1%	-	-	-	-	-	-	12,780.24
	Civic Art	2%	-	-	-	-	-	-	25,560.47
							Project Total:		\$ 1,648,650.59





**Chemical Development**  
Merrill Lynch, Pierce, Fenner & Smith, LLC, and  
Merrill Lynch Technology, Inc., LLC  
12002 Ave. J, 1300 South  
Princeton, NJ 08540  
Pr (609) 354-1000 Fx (609) 254-5296

**Buildings**  
Cushman & Wakefield  
11745 Ave. M, 8th Floor, Suite 210  
Houston, TX 77036  
Pr (281) 416-1000 Fx (281) 872-5118  
Email: [info@cw.com](mailto:info@cw.com)

**Energy**  
Lester Kremer  
3625 N.W. 17th Avenue, Suite 201  
Miami, Florida 33172  
Pr (305) 326-6171 Fx (305) 466-0786  
Email: [info@lckremer.com](mailto:info@lckremer.com)

**Oil & Natural Gas**  
19022 S.W. 17th Court  
Miami, Florida 33190  
Pr (305) 354-0010 Fx (305) 351-2000  
Email: [info@petroleum.com](mailto:info@petroleum.com)

**Valuation Services**  
5500 Piedmont Road, Suite 270  
Atlanta, Georgia 30306  
Pr (404) 399-7000 Fx (404) 399-4240

[illegible]

Scale: 1" = 300'-0"



North

*Mandarin Lakes TND*  
*Miami-Dade County, Florida*

*dePue Bill*  
Developments, Inc.  
Mixer Planned  
Community  
Mixed-Use  
Town Centers  
1113 Town Center Drive  
Suite 202  
Jackson, Florida 33409  
tel: 904-666-7800 fax: 904-666-7801

MP-1

Sheet 7 of 8

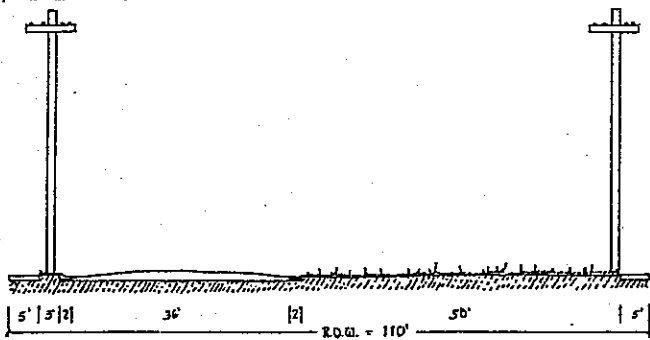


# PHASE III

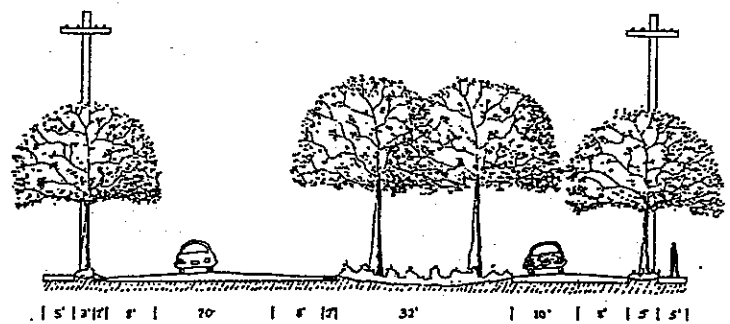
## TAX INCREMENT FINANCING DISTRICT

Naranja Lakes, Florida

## STREETSCAPE SPECIFICATIONS



EXISTING CONDITION

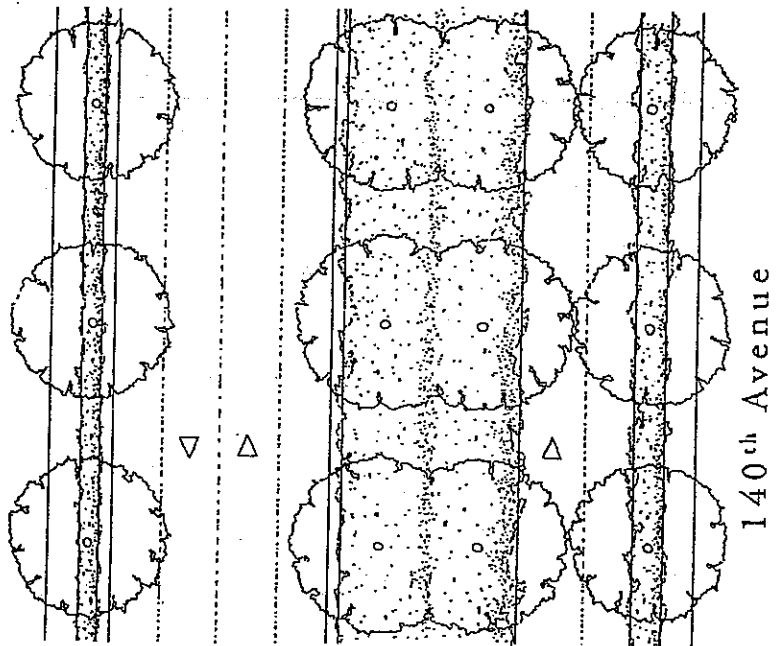


PROPOSED CONDITION

DISTRICT NAME: 280<sup>th</sup> Avenue District  
 STREET NAME: 140<sup>th</sup> Avenue  
 STREET FURNITURE: Lamps, Benches and Transit Shelter.  
 STREET LIGHTS: 70 ft. on center.  
 ELECTRIC POLES: 70 ft. on center.  
 RIGHT-OF-WAY: 110 feet.  
 EXISTING SECTION: From West to East: 5 ft. sidewalk - 3 ft. planting strip - 36 ft. two-way lanes - 50 ft. planting strip - 5 ft. sidewalk.

PROPOSED SECTION: From West to East: 5 ft. sidewalk - 3 ft. planting strip - 3 ft. parallel parking - 20 ft. two-way lanes - 8 ft. parallel parking - 32 ft. planting strip - 10 ft. one-way lane - 8 ft. parallel parking - 5 ft. planting strip - 5 ft. sidewalk.

SIDEWALK: Red colored reinforced concrete.  
 PLANTING STRIP: Shrubs and Hedges.  
 IRRIGATION: Buried drip collar for establishment.  
 EXISTING TREES: To be replanted.  
 PROPOSED TREES: Mahogany 12 ft. high.  
 TREE PATTERN: 35 ft. on center.  
 GROUND COVER: 7 shrubs per tree.  
 CULTIVATION: Broadcast fertilize twice a year with balanced tree fertilizer.  
 INSTRUCTIONS: Time the planting of turf for early in the rainy season and spary emergent weeds.



NOTE: This section runs for 3000 lineal feet along 10 intersections.

PROPOSED CONDITION - 1



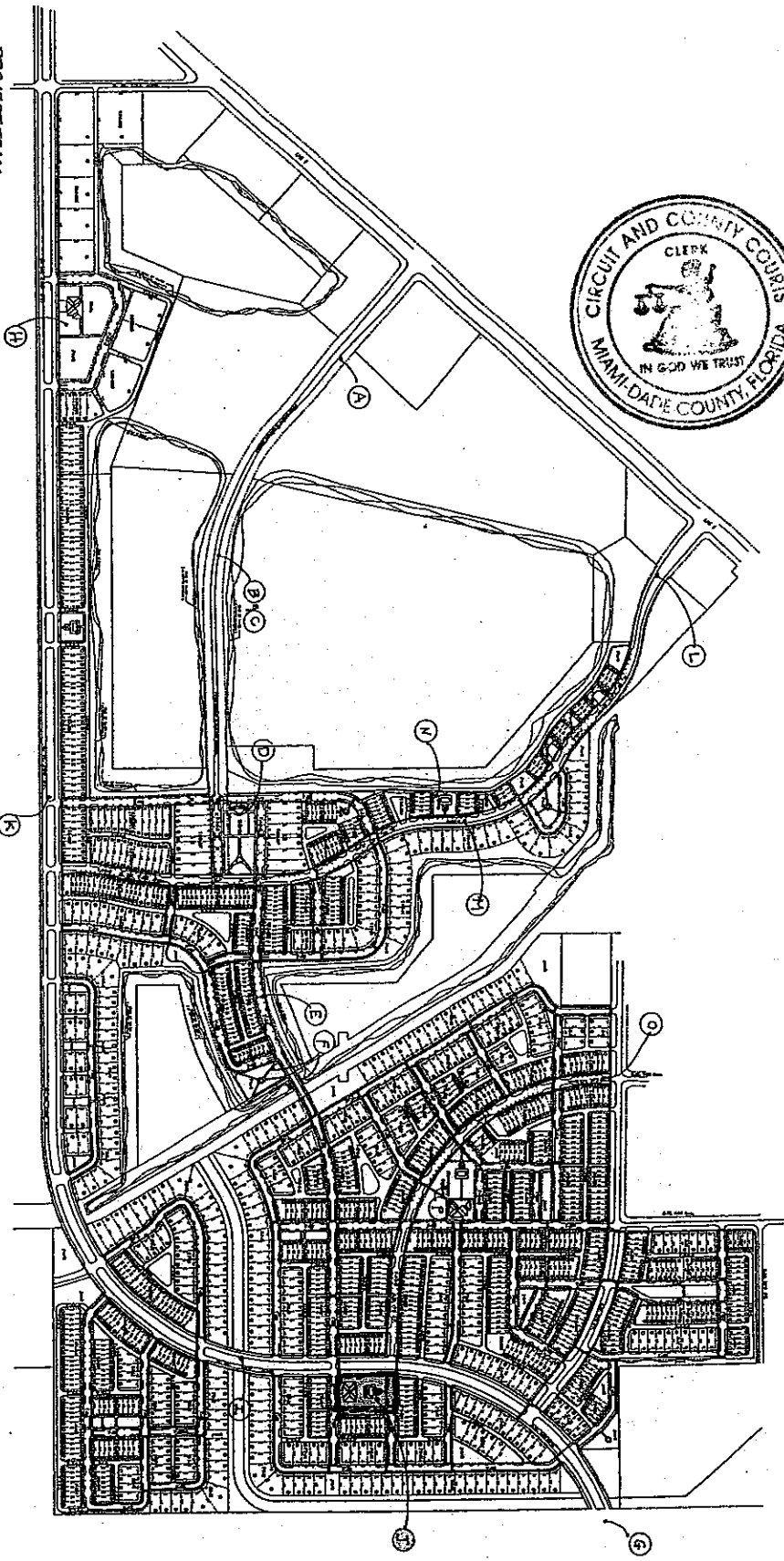
Laranja Lakes

ase: III  
strict: 140th Avenue  
real feet: 3000  
ction:

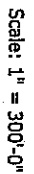
	ITEM	PRICE	Lenght ft.	Width ft.	Depth ft.	Counts	AREA	Cal.	COST
	Regular Excavation	CY	\$ 3.25	3,000	20	2	120,000	4,444	\$ 14,444.44
	Embankment	CY	\$ 4.50	3,000	40	1	120,000	4,444	\$ 20,000.00
	Type B Stabilization	SY	\$ 1.50	3,000	18	-	54,000	6,000	\$ 9,000.00
	Limerock Base (8" thick)	SY	\$ 7.00	3,000	18	-	54,000	6,000	\$ 42,000.00
	Milling Existing Asphalt Pavement	SY	\$ 4.50	3,000	54	-	162,000	18,000	\$ 81,000.00
	Type S-1 Asphaltic Concrete (1 5/8")	TN	\$ 35.00	3,000	54	-	162,000	1,609	\$ 56,306.25
	Inlet	EA	\$2,000.00	-	-	30	-	30	\$ 60,000.00
	Modify Existing Drainage Structure	EA	\$ 800.00	-	-	-	-	-	\$ -
	Pipe Culvert (15")	LF	\$ 26.00	2,580	-	-	-	2,580	\$ 67,080.00
	Pipe Culvert (18")	LF	\$ 28.00	-	-	-	-	-	\$ -
	Pipe Culvert (24")	LF	\$ 32.00	-	-	-	-	-	\$ -
	Exfiltration Drain(24" Pipe)	LF	\$ 55.00	3,000	-	-	-	3,000	\$ 165,000.00
	Plastic Filter Fabric	SY	\$ 3.00	21	15	-	315	1,050	\$ 3,150.00
	Adjust Manhole	EA	\$ 300.00	-	-	5	-	5	\$ 1,500.00
	Adjust Existing Valve Boxes	EA	\$ 250.00	-	-	-	-	-	\$ -
	Adjust Existing F.H. and Valve Boxes	EA	\$ 600.00	-	-	-	-	-	\$ -
	Adjust Existing F.M. and Valve Boxes	EA	\$ 250.00	-	-	-	-	-	\$ -
	Solid Traffic Stripe, White (4")	LF	\$ 0.50	10,200	-	-	-	10,200	\$ 5,100.00
as:	Curbs	LF	\$ 9.00	12,000	-	-	-	12,000	\$ 108,000.00
walks and Greens:									
	Concrete Sidewalk (4" Thick)	SY	\$ 15.00	5,400	2	-	10,800	1,200	\$ 18,000.00
	Concrete Sidewalk (6" Thick)	SY	\$ 17.50	600	6	-	3,600	400	\$ 7,000.00
	Sodding (Maintenance and Water)	SY	\$ 2.00	3,000	46	-	138,000	15,333	\$ 30,666.67
bs:	Shrubs	EA	\$ 10.00	-	-	2,408	-	2,408	\$ 24,080.00
ss:	Tree Removal	EA	\$ 300.00	-	-	10	-	10	\$ 3,000.00
	Tree Planting	EA	\$ 500.00	-	-	344	-	344	\$ 172,000.00
ge:	Signs	EA	\$ 250.00	-	-	40	-	40	\$ 10,000.00
	Remove Existing Signs	EA	\$ 25.00	-	-	-	-	-	\$ -
	Relocate Existing Signs	EA	\$ 100.00	-	-	-	-	-	\$ -
t Furniture:									
	Benches	EA	\$ 736.00	-	-	26	-	26	\$ 19,136.00
	Trash Receptacles	EA	\$ 664.00	-	-	26	-	26	\$ 17,264.00
	Bicycle Racks	EA	\$ 500.00	-	-	36	-	36	\$ 18,000.00
Lights:									
	Streets and Lanes	EA	\$2,400.00	-	-	86	-	86	\$ 205,714.29
	Plazas and Greens	EA	\$ 570.00	-	-	84	-	84	\$ 47,880.00
Structure:									
	Meeting Hall	SF	\$ 200.00	-	-	-	-	-	\$ -
	Bridge	LF	\$ 9.00	-	-	-	-	-	\$ -
	Paving	SY	\$ 3.00	-	-	-	-	-	\$ -
	Landscaping	EA	\$ 600.00	-	-	-	-	-	\$ -
lanious:									
	Contingency	10%	-	-	-	-	-	-	120,532.16
	Miscellaneous	10%	-	-	-	-	-	-	120,532.16
	Maintenance of Traffic	6%	-	-	-	-	-	-	72,319.30
	Clearing and Grubbing	1%	-	-	-	-	-	-	12,053.22
	Civic Art	2%	-	-	-	-	-	-	24,106.43
	Subtotal:								\$ 1,205,321.65
	Project Total:								\$ 1,554,864.92





[illegible]

GROSS ACRES OF TWO		2015/16 AC.
LAKES		2431.1 AC.
Dotted Acres of Neighborhood		1773.1 AC.
Public Use Tracts (1994/97)	943.2 AC.	1.83% of Neighborhood Project
State Use Tracts (2002)	15.0 AC.	0.34% of Neighborhood Project
Recreation Use Tracts (1997)	208 AC.	2.17% of Neighborhood Project
Recreation Use Tracts (1997)	444.1 AC.	37.51% of Neighborhood Project
Private Use Tracts (1997)	461.1 AC.	37.29% of Neighborhood Project
Wooded Use Tracts (1997)	8.0 AC.	0.45% of Neighborhood Project



*Mandarin Lakes TND*  
*Miami-Dade County, Florida*

**Development, Inc.**  
1155 Town Center Drive  
Suite 202  
Jupiter, Florida 33458  
Telephone: 772-951-1044

DEPARTMENT	RAJ
BRANCH	RAJ
APPROVED BY	01
JOB NUMBER	3200-8
DATE	04-02
REVISED	04-17-78

MP-1

Sheet 1 of 6

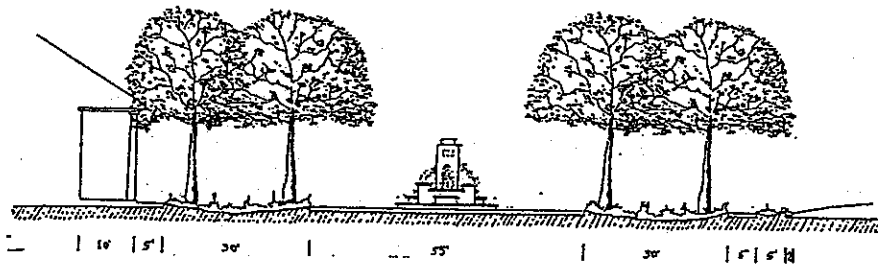


# PHASE III

## TAX INCREMENT FINANCING DISTRICT

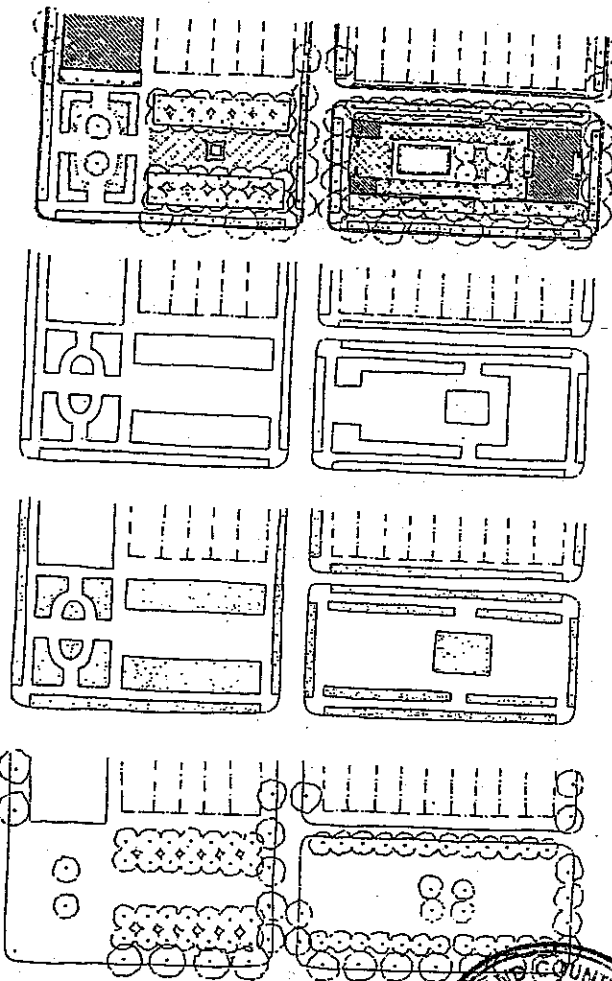
Naranja Lakes, Florida

## PLAZA SPECIFICATIONS

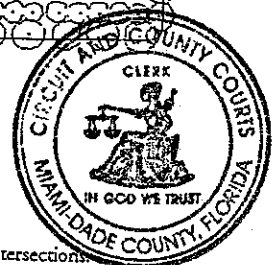


### PROPOSED CONDITION

DISTRICT NAME:	280 <sup>th</sup> Street District
STREET NAME:	140 <sup>th</sup> Avenue.
PLAZA:	Two plazas each 35,000 sq. ft. - 75 % paved - alinged with shaded trees.
CIVIC BUIDLING:	5,000 sq.ft. - located within the plaza.
CIVIC ART:	Statues and Fountains.
STREET FURNITURE:	Lamps, Benches and Transit Shelter.
STREET LIGHTS:	70 ft. on center.
ELECTRIC POLES:	70 ft. on center.
RIGHT-OF-WAY:	140 ft. plaza.
EXISTING SECTION:	None.
PROPOSED SECTION:	From West to East: 2 ft. flat curb - 136 ft. paving and green - 2 ft. sidewalk.
SIDEWALK:	Red colored reinforced concrete.
PLANTING STRIP:	Shrubs and Hedges.
IRRIGATION:	Buried drip collar for establishment.
EXISTING TREES:	To be replanted.
PROPOSED TREES:	Mahogany 12 ft. high.
TREE PATTERN:	35 ft. on center.
GROUND COVER:	7 shrubs per tree.
CULTIVATION:	Boardcast fertilize twice a year with balanced tree fertilizer.
INSTRUCTIONS:	Time the planting of turf for early in the rainy season and spary emergent weeds.



140<sup>th</sup> Avenue Plaza



NOTE: This section runs for 400 lineal feet along 3 intersections.

PROPOSED CONDITION - J



Case: III  
 District: 140th Avenue Plaza  
 Parcel feet: 1490  
 Location:

<b>Project Total:</b>	<b>\$ 1,781,112.71</b>
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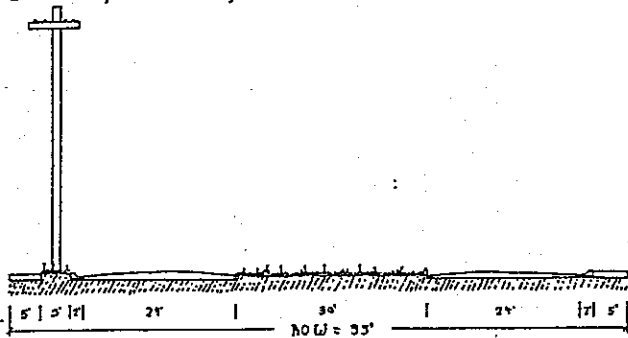


# PHASE III

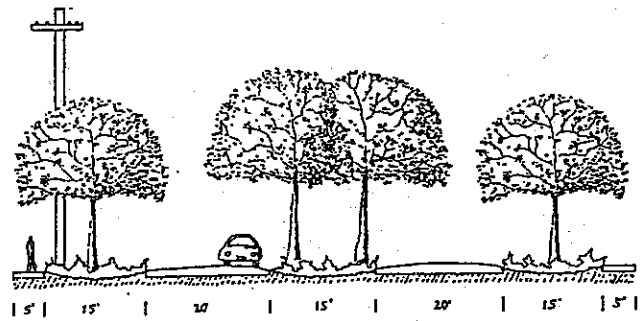
## TAX INCREMENT FINANCING DISTRICT

Naranja Lakes, Florida

### STREETSCAPE SPECIFICATIONS

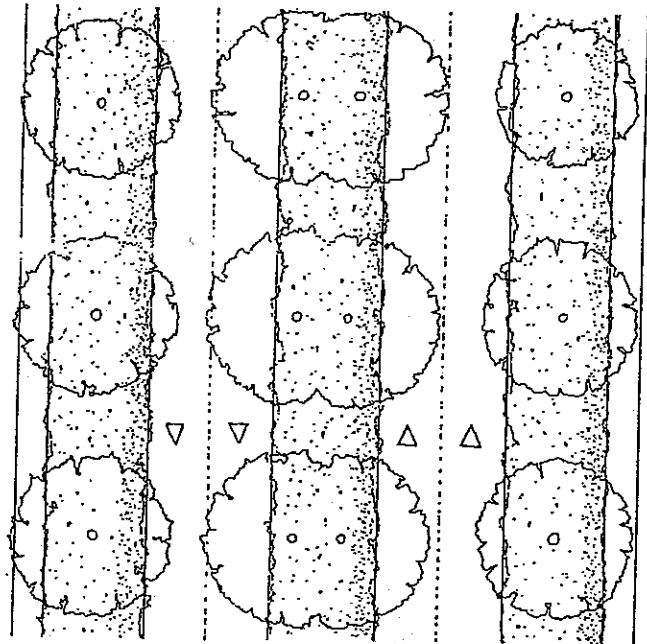


EXISTING CONDITION

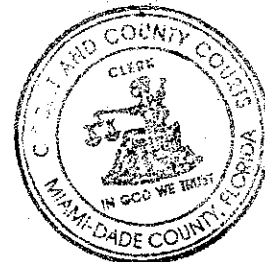


PROPOSED CONDITION

DISTRICT NAME:	280 <sup>th</sup> Avenue District
STREET NAME:	280 <sup>th</sup> Street.
STREET FURNITURE:	Lamps, Benches, and Transit Shelter.
STREET LIGHTS:	70 ft. on center.
ELECTRIC POLES:	70 ft. on center.
RIGHT-OF-WAY:	95 feet.
EXISTING SECTION:	From North to South: 5 ft. sidewalk - 3 ft. planting strip - 24 ft. one-way 2 lanes - 30 ft. planting strip - 24 ft. one-way 2 lanes - 5 ft. sidewalk.
PROPOSED SECTION:	From North to South: 5 ft. sidewalk - 15 ft. planting strip - 20 ft. one-way 2 lanes - 15 ft. planting strip - 20 ft. one-way 2 lanes - 15 ft. planting strip - 5 ft. sidewalk.
SIDEWALK:	Red colored reinforced concrete.
PLANTING STRIP:	Shrubs and Hedges.
IRRIGATION:	Buried drip collar for establishment.
EXISTING TREES:	To be replanted.
PROPOSED TREES:	Mahogany 12 ft. high.
TREE PATTERN:	35 ft. on center.
GROUND COVER:	7 shrubs per tree.
CULTIVATION:	Boardcast fertilize twice a year with balanced tree fertilizer.
INSTRUCTIONS:	Time the planting of turf for early in the rainy season and spary emergent weeds.



280<sup>th</sup> Street



NOTE: This section runs for 5900 lineal feet along 19 intersections.

PROPOSED CONDITION - K



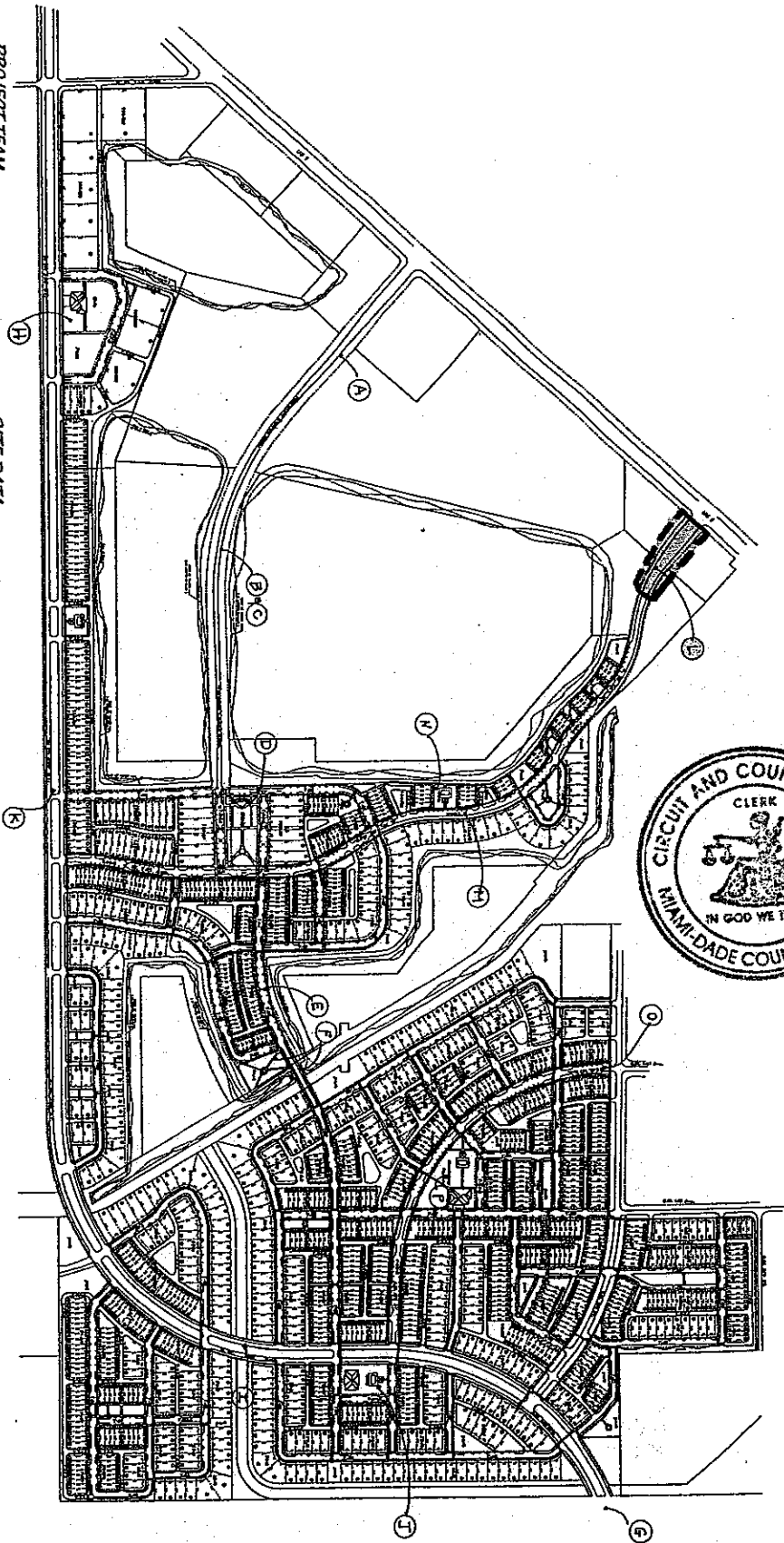
# Naranja Lakes

Phase: III  
 District: 280th Street  
 Lineal fee: 5900  
 Section:

	ITEM	PRICE	Length ft.	Width ft.	Depth ft.	Counts	AREA	Cal.	COST
Regular Excavation	CY	\$ 3.25	5,900	45	2	-	531,000	19,667	\$ 63,916.67
Embankment	CY	\$ 4.50	5,900	45	1	-	265,500	9,833	\$ 44,250.00
Type B Stabilization	SY	\$ 1.50	5,900	15	-	-	88,500	9,833	\$ 14,750.00
Limerock Base (8" thick)	SY	\$ 7.00	5,900	15	-	-	88,500	9,833	\$ 68,833.33
Milling Existing Asphalt Pavement	SY	\$ 4.50	5,900	40	-	-	236,000	26,222	\$ 118,000.00
Type S-1 Asphaltic Concrete (1 5/8")	TN	\$ 35.00	5,900	40	-	-	236,000	2,344	\$ 82,026.39
Inlet	EA	\$ 2,000.00	-	-	-	7	-	7	\$ 14,000.00
Modify Existing Drainage Structure	EA	\$ 800.00	-	-	-	-	-	-	\$ -
Pipe Culvert (15")	LF	\$ 26.00	-	-	-	-	-	-	\$ -
Pipe Culvert (18")	LF	\$ 28.00	3,300	-	-	-	-	3,300	\$ 92,400.00
Pipe Culvert (24")	LF	\$ 32.00	-	-	-	-	-	-	\$ -
Exfiltration Drain(24" Pipe)	LF	\$ 55.00	11,800	-	-	-	-	11,800	\$ 649,000.00
Plastic Filter Fabric	SY	\$ 3.00	21	15	-	-	315	245	\$ 735.00
Adjust Manhole	EA	\$ 300.00	-	-	-	4	-	4	\$ 1,200.00
Adjust Existing Valve Boxes	EA	\$ 250.00	-	-	-	-	-	-	\$ -
Adjust Existing F.H. and Valve Boxes	EA	\$ 600.00	-	-	-	6	-	6	\$ 3,600.00
Adjust Existing F.M. and Valve Boxes	EA	\$ 250.00	-	-	-	-	-	-	\$ -
Solid Traffic Stripe, White (4")	LF	\$ 0.50	11,800	-	-	-	-	11,800	\$ 5,900.00
Curbs	LF	\$ 9.00	23,600	-	-	-	-	23,600	\$ 212,400.00
Concrete Sidewalk (4" Thick)	SY	\$ 15.00	11,800	2	-	-	23,600	2,622	\$ 39,333.33
Concrete Sidewalk (6" Thick)	SY	\$ 17.50	-	-	-	-	-	-	\$ -
Sodding (Maintenance and Water)	SY	\$ 2.00	5,900	44	-	-	259,600	28,844	\$ 57,688.89
Shrubs	EA	\$ 10.00	-	-	-	4,718	-	4,718	\$ 47,180.00
Tree Removal	EA	\$ 300.00	-	-	-	-	-	-	\$ -
Tree Planting	EA	\$ 500.00	-	-	-	674	-	674	\$ 337,000.00
Signs	EA	\$ 250.00	-	-	-	76	-	76	\$ 19,000.00
Remove Existing Signs	EA	\$ 25.00	-	-	-	-	-	-	\$ -
Relocate Existing Signs	EA	\$ 100.00	-	-	-	-	-	-	\$ -
Benches	EA	\$ 736.00	-	-	-	17	-	17	\$ 12,512.00
Trash Receptacles	EA	\$ 664.00	-	-	-	17	-	17	\$ 11,288.00
Bicycle Racks	EA	\$ 500.00	-	-	-	12	-	12	\$ 6,000.00
Streets and Lanes	EA	\$ 2,400.00	-	-	-	169	-	169	\$ 404,571.43
Plazas and Greens	EA	\$ 570.00	-	-	-	-	-	-	\$ -
Meeting Hall	SF	\$ 200.00	-	-	-	-	-	-	\$ -
Bridge	LF	\$ 9.00	-	-	-	-	-	-	\$ -
Paving	SY	\$ 4.50	-	-	-	-	-	-	\$ -
Landscaping	EA	\$ 600.00	-	-	-	-	-	-	\$ -
Contingency		10%	-	-	-	-	-	-	230,558.50
Miscellaneous		10%	-	-	-	-	-	-	230,558.50
Maintenance of Traffic		6%	-	-	-	-	-	-	138,335.10
Clearing and Grubbing		1%	-	-	-	-	-	-	23,055.85
Civic Art		2%	-	-	-	-	-	-	46,111.70
Subtotal:									\$ 2,305,585.04
Project Total:									\$ 2,974,204.70







**Authors' Disclosures of Potential Conflicts of Interest and Author Contributions:** Disclosures of potential conflicts of interest and author contributions are found at the end of this article.

[illegible]

Scale: 1" = 300'-0"



*deMunnick*  
Development, Inc.  
Master Planned  
Communities  
Mixed-Use  
Town Centers  
1153 Town Center Drive  
Suite 202  
Naples, Florida 34109  
tel: 813-444-5555 fax: 813-444-1004

BOOKED	DATE
DATE	TIME
ARRIVED	BY
JOE HARRIS	2003-08-01
UNIT	64-06-5
RECEIVING	04-17-2

MP-1

DIARY 1 of 6

Do Not Remove Bookmarked Item

MP-1 is a copy of the MP-1 form having been received by the FBI. It is not to be removed from the FBI file. It is to be retained by the FBI for 100 years.

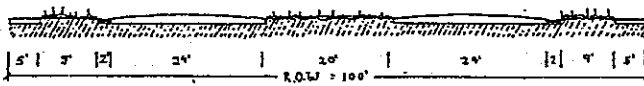


# PHASE IV

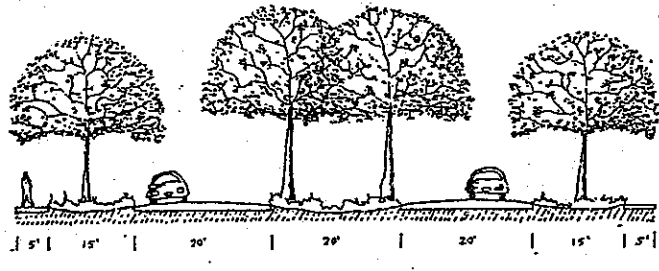
## TAX INCREMENT FINANCING DISTRICT

Naranja Lakes, Florida

## STREETSCAPE SPECIFICATIONS



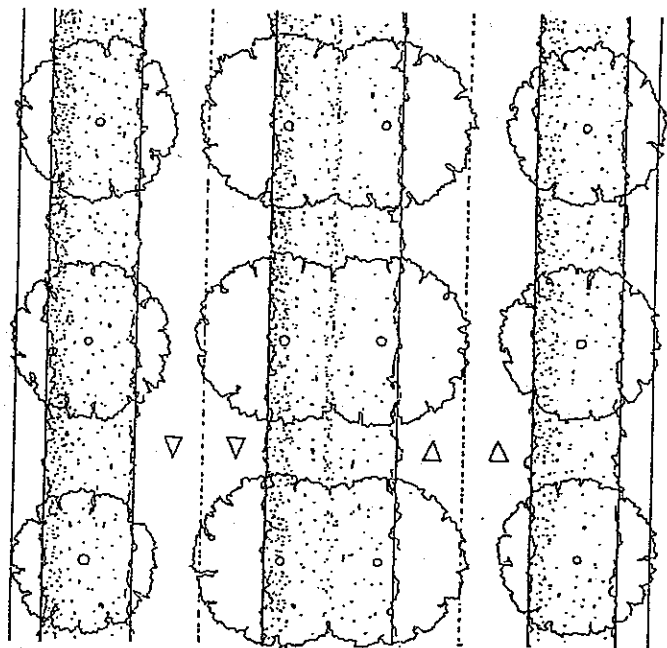
EXISTING CONDITION



PROPOSED CONDITION



DISTRICT NAME:	145 <sup>th</sup> Avenue District
STREET NAME:	145 <sup>th</sup> Avenue.
STREET FURNITURE:	Lamps, Benches and Transit Shelter.
STREET LIGHTS:	70 ft. on center.
ELECTRIC POLES:	70 ft. on center.
RIGHT-OF-WAY:	100 feet.
EXISTING SECTION:	From North to South: 5 ft. sidewalk - 9 ft. planting strip - 24 ft. one-way 2 lanes - 20 ft. planting strip - 24 ft. one-way 2 lanes - 9 ft. planting strip - 5 ft. sidewalk.
PROPOSED SECTION:	From North to South: 5 ft. sidewalk - 15 ft. planting strip - 20 ft. one-way 2 lanes - 20 ft. planting strip - 20 ft. one-way 2 lanes - 15 ft. planting strip - 5 ft. sidewalk.
SIDEWALK:	Red colored reinforced concrete.
PLANTING STRIP:	Shrubs and Hedges.
IRRIGATION:	Buried drip collar for establishment.
EXISTING TREES:	To be replanted.
PROPOSED TREES:	Mahogany 12 ft. high.
TREE PATTERN:	35 ft. on center.
GROUND COVER:	7 shrubs per tree.
CULTIVATION:	Boardcast fertilize twice a year with balanced tree fertilizer.
INSTRUCTIONS:	Time the planting of turf for early in the rainy season and spary emergent weeds.



145<sup>th</sup> Avenue along US1

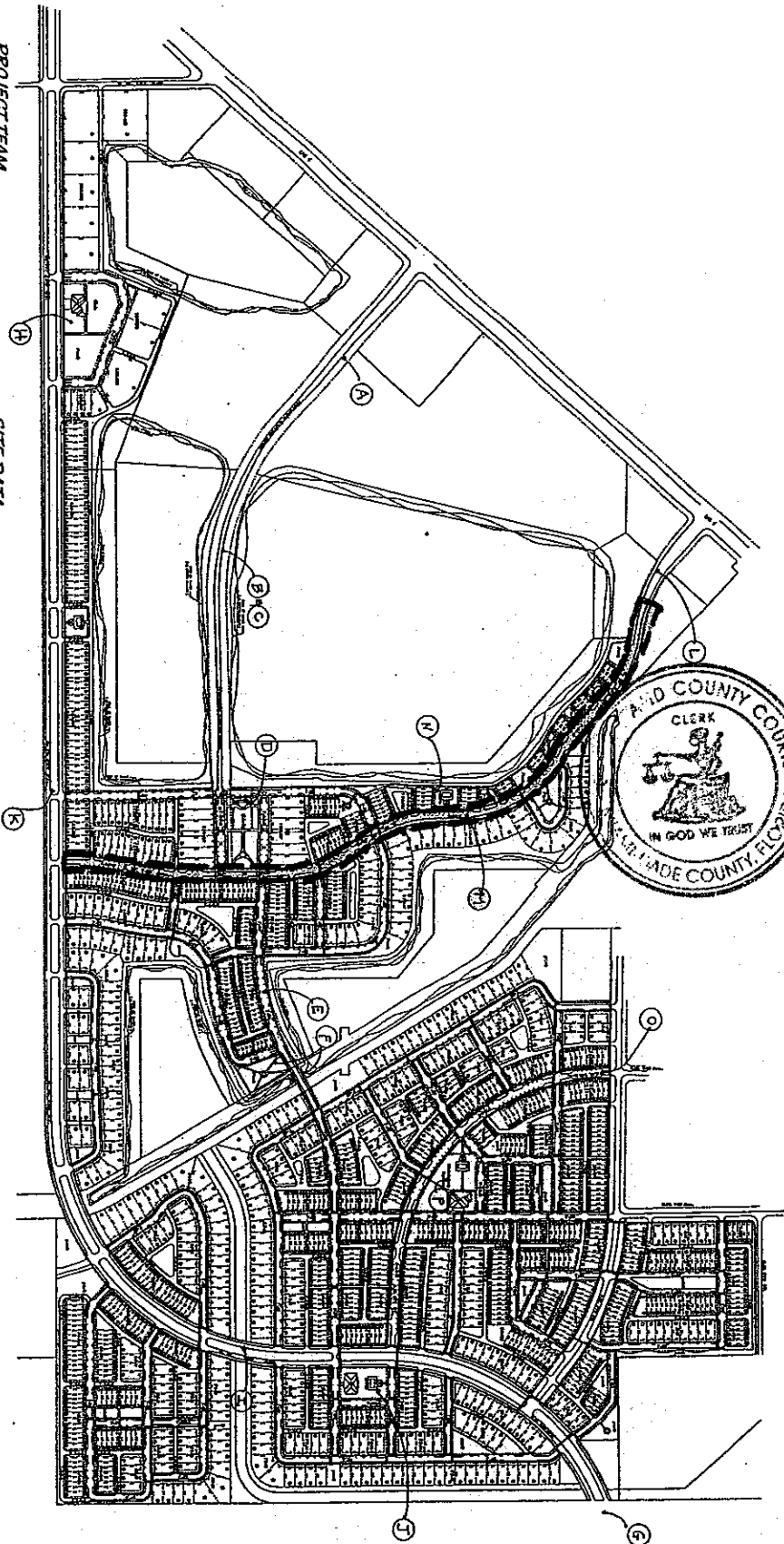
NOTE: This section runs for 300 lineal feet with 2 intersection.

PROPOSED CONDITION - L









**Contract / Developer(s):**  
 Metacore Data Holdings, LLC, and  
 Metacore Data Holdings A, LLC  
 Metacore Data, LLC  
 10000 E. 12th Avenue, Suite 300  
 Denver, CO 80231  
 P: (303) 343-2000 F: (303) 343-2000

**Build/Link:**  
 CMake  
 11722 W. 6th Street, Suite 818  
 Lakewood, CO 80226  
 P: (303) 775-1200 F: (303) 775-5815  
 Email: [info@metacore.com](mailto:info@metacore.com)

**Source / Release:**  
 3400 W. 10th Avenue, Suite 301  
 Lakewood, CO 80226  
 Email: [info@metacore.com](mailto:info@metacore.com)  
 P: (303) 775-1200 F: (303) 775-5815  
 Email: [info@metacore.com](mailto:info@metacore.com)

**OS / Platform:**  
 19032 E. W. 132nd Court  
 Aurora, CO 80014  
 P: (303) 385-0100 F: (303) 385-2500  
 Email: [info@metacore.com](mailto:info@metacore.com)

**End Product:**  
 2300 Federal Blvd, Suite 220  
 Aurora, CO 80014  
 P: (303) 385-0100 F: (303) 385-2500  
 Email: [info@metacore.com](mailto:info@metacore.com)

	Grass Acres of 7100	261.50 Ac.
LANDS	343.7 Ac.	
Grass Acres of Neighborhood	117.7 Ac.	
PUBLIC LAND TRACTS (PARKS)	163.2 Ac.	6.89% of Neighborhood Project
DRUG USE TRACTS (COCOS)	3.62 Ac.	3.24% of Neighborhood Project
IMPROVED USE TRACTS (1st use)	2.86 Ac.	2.71% of Neighborhood Project
RECONSTRUCTED USE TRACTS (1st use)	46.46 Ac.	77.93% of Neighborhood Project
HOUSING USE TRACTS (1st use)	46.18 Ac.	27.88% of Neighborhood Project
WORKSHOP USE TRACTS (2nd use)	4.42 Ac.	3.24% of Neighborhood Project

*deWitt*  
Development, Inc.  
Master Planned  
Communities  
Mixed-Use  
Town Centers  
1553 Town Center Drive  
Suite 202  
Jupiter, Florida 33455  
407-655-5555 Fax: 407-655-1044

MP-1  
Sheet 1 of 6

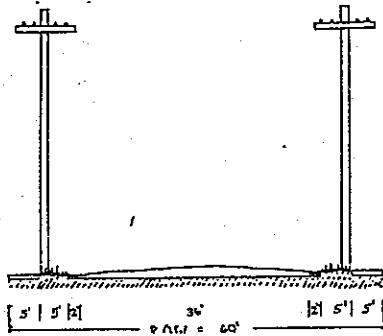


# PHASE IV

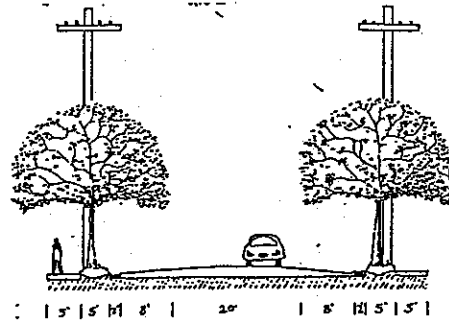
## TAX INCREMENT FINANCING DISTRICT

Naranja Lakes, Florida

## STREETSCAPE SPECIFICATIONS

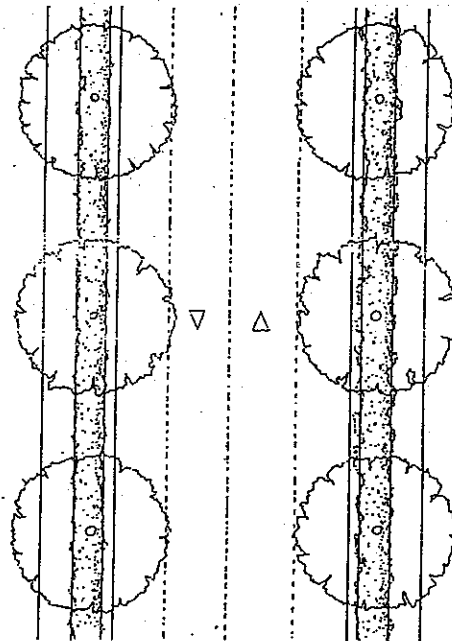
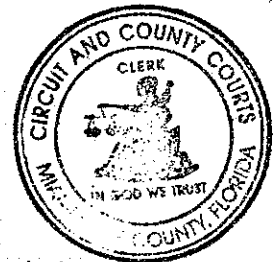


EXISTING CONDITION



PROPOSED CONDITION

DISTRICT NAME:	145 <sup>th</sup> Avenue District
STREET NAME:	145 <sup>th</sup> Avenue.
STREET FURNITURE:	Lamps, Benches and Transit Shelter.
STREET LIGHTS:	70 ft. on center.
ELECTRIC POLES:	70 ft. on center.
RIGHT-OF-WAY:	60 feet.
EXISTING SECTION:	From West to East: 5 ft. sidewalk - 5 ft. planting strip - 36 ft. two-way lanes - 5 ft. planting strip - 5 ft. sidewalk.
PROPOSED SECTION:	From West to East: 5 ft. sidewalk - 5 ft. planting strip - 8 ft. parallel parking - 20 ft. two-way lanes - 8 ft. parallel parking - 5 ft. planting strip - 5 ft. sidewalk.
SIDEWALK:	Red colored reinforced concrete.
PLANTING STRIP:	Shrubs and Hedges.
IRRIGATION:	Buried drip collar for establishment.
EXISTING TREES:	To be replanted.
PROPOSED TREES:	Mahogany 12 ft. high.
TREE PATTERN:	35 ft. on center.
GROUND COVER:	7 shrubs per tree.
CULTIVATION:	Broadcast fertilize twice a year with balanced tree fertilizer.
INSTRUCTIONS:	Time the planting of turf for early in the rainy season and spary emergent weeds.



145<sup>th</sup> Avenue

NOTE: This section runs for 4400 lineal feet along 6 intersections.

PROPOSED CONDITION - M



Jaranja Lakes

Case: IV  
District: 145th Avenue  
Parcel feet: 4400  
Action:

	ITEM	PRICE	Length ft.	Width ft.	Depth ft.	Counts	AREA	Cal.	COST
	Regular Excavation	CY \$ 3.25	4,400	2	1	-	8,800	326	\$ 1,059.26
	Embankment	CY \$ 4.50	4,400	10	1	-	44,000	1,630	\$ 7,333.33
	Type B Stabilization	SY \$ 1.50	-	-	-	-	-	-	\$ -
	Limerock Base (8" thick)	SY \$ 7.00	-	-	-	-	-	-	\$ -
	Milling Existing Asphalt Pavement	SY \$ 4.50	4,400	36	-	-	158,400	17,600	\$ 79,200.00
	Type S-1 Asphaltic Concrete (1 5/8")	TN \$ 35.00	4,400	36	-	-	158,400	1,573	\$ 55,055.00
	Inlet	EA \$ 2,000.00	-	-	-	28	-	28	\$ 56,000.00
	Modify Existing Drainage Structure	EA \$ 800.00	-	-	-	5	-	5	\$ 4,000.00
	Pipe Culvert (15")	LF \$ 26.00	504	-	-	-	-	504	\$ 13,104.00
	Pipe Culvert (18")	LF \$ 28.00	-	-	-	-	-	-	\$ -
	Pipe Culvert (24")	LF \$ 32.00	-	-	-	-	-	-	\$ -
	Exfiltration Drain(24" Pipe)	LF \$ 55.00	4,400	-	-	-	-	4,400	\$ 242,000.00
	Plastic Filter Fabric	SY \$ 3.00	21	15	-	-	315	980	\$ 2,940.00
	Adjust Manhole	EA \$ 300.00	-	-	-	16	-	16	\$ 4,800.00
	Adjust Existing Valve Boxes	EA \$ 250.00	-	-	-	3	-	3	\$ 750.00
	Adjust Existing F.H. and Valve Boxes	EA \$ 600.00	-	-	-	5	-	5	\$ 3,000.00
	Adjust Existing F.M. and Valve Boxes	EA \$ 250.00	-	-	-	-	-	-	\$ -
	Solid Traffic Stripe, White (4")	LF \$ 0.50	11,440	-	-	-	-	11,440	\$ 5,720.00
Curbs:	Curbs	LF \$ 9.00	-	-	-	-	-	-	\$ -
Sidewalks and Greens:	Concrete Sidewalk (4" Thick)	SY \$ 15.00	7,920	6	-	-	47,520	5,280	\$ 79,200.00
	Concrete Sidewalk (6" Thick)	SY \$ 17.50	880	6	-	-	5,280	587	\$ 10,266.67
	Sodding (Maintenance and Water)	SY \$ 2.00	300	48	-	-	14,400	1,600	\$ 3,200.00
Shrubs:	Shrubs	EA \$ 10.00	-	-	-	1,764	-	1,764	\$ 17,640.00
Trees:	Tree Removal	EA \$ 300.00	-	-	-	25	-	25	\$ 7,500.00
	Tree Planting	EA \$ 500.00	-	-	-	252	-	252	\$ 126,000.00
Signage:	Signs	EA \$ 250.00	-	-	-	10	-	10	\$ 2,500.00
	Remove Existing Signs	EA \$ 25.00	-	-	-	-	-	-	\$ -
	Relocate Existing Signs	EA \$ 100.00	-	-	-	-	-	-	\$ -
Street Furniture:	Benches	EA \$ 736.00	-	-	-	14	-	14	\$ 10,304.00
	Trash Receptacles	EA \$ 664.00	-	-	-	14	-	14	\$ 9,296.00
	Bicycle Racks	EA \$ 500.00	-	-	-	18	-	18	\$ 9,000.00
Street Lights:	Streets and Lanes	EA \$ 2,400.00	-	-	-	126	-	126	\$ 301,714.29
	Plazas and Greens	EA \$ 570.00	-	-	-	-	-	-	\$ -
Public Structure:	Meeting Hall	SF \$ 200.00	-	-	-	-	-	-	\$ -
	Bridge	LF \$ 9.00	-	-	-	-	-	-	\$ -
Other:	Paving	SY \$ 3.00	-	-	-	-	-	-	\$ -
	Landscaping	EA \$ 600.00	-	-	-	-	-	-	\$ -
Cellanious:	Contingency	10%	-	-	-	-	-	-	105,158.25
	Miscellaneous	10%	-	-	-	-	-	-	105,158.25
	Maintenance of Traffic	6%	-	-	-	-	-	-	63,094.95
	Clearing and Grubbing	1%	-	-	-	-	-	-	10,515.83
	Civic Art	2%	-	-	-	-	-	-	21,031.65
	Subtotal:								\$ 1,051,582.54
	Project Total:								\$ 1,356,541.48





# PROJECT TEAM

**Owner:** Mandarin Lakes TND, LLC  
**Architect:** HKS, Inc.  
**Engineer:** HKS, Inc.  
**Interior Designer:** HKS, Inc.  
**Landscaper:** HKS, Inc.  
**Construction Manager:** HKS, Inc.  
**General Contractor:** HKS, Inc.  
**Developer:** HKS, Inc.

# SITE DATA

Overall Area of TND	200,000 sq. ft.
Overall Area of Project	1,000,000 sq. ft.
Overall Area of Site	1,000,000 sq. ft.
Overall Area of Building	1,000,000 sq. ft.
Overall Area of Parking	1,000,000 sq. ft.
Overall Area of Landscaping	1,000,000 sq. ft.
Overall Area of Other	1,000,000 sq. ft.
Overall Area of Total	1,000,000 sq. ft.



# Master Site Plan



# Mandarin Lakes TND

Miami-Dade County, Florida

**Developer:** Mandarin Lakes TND, LLC  
**Architect:** HKS, Inc.  
**Engineer:** HKS, Inc.  
**Interior Designer:** HKS, Inc.  
**Landscaper:** HKS, Inc.  
**Construction Manager:** HKS, Inc.  
**General Contractor:** HKS, Inc.

Overall Area of TND	200,000 sq. ft.
Overall Area of Project	1,000,000 sq. ft.
Overall Area of Site	1,000,000 sq. ft.
Overall Area of Building	1,000,000 sq. ft.
Overall Area of Parking	1,000,000 sq. ft.
Overall Area of Landscaping	1,000,000 sq. ft.
Overall Area of Other	1,000,000 sq. ft.
Overall Area of Total	1,000,000 sq. ft.

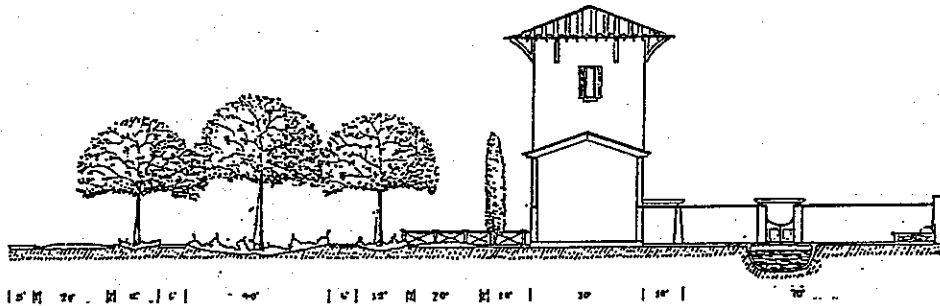


# PHASE IV

## TAX INCREMENT FINANCING DISTRICT

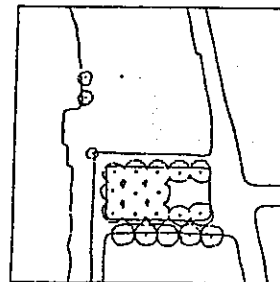
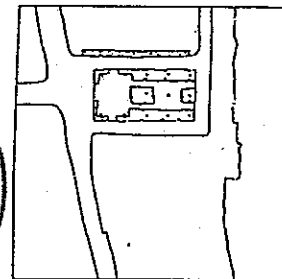
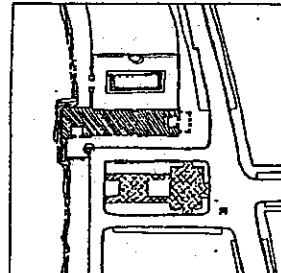
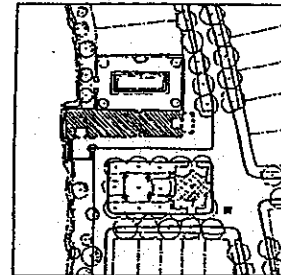
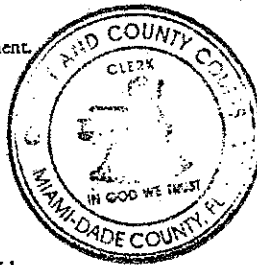
Naranja Lakes, Florida

## PLAZA SPECIFICATIONS



### PROPOSED CONDITION

DISTRICT NAME:	145 <sup>th</sup> Avenue District
STREET NAME:	145 <sup>th</sup> Avenue.
PLAZA:	15,000 sq. ft. - 75 % paved - alinged with shaded trees.
CIVIC BUIDLING:	5,000 sq.ft. - located along the plaza.
CIVIC ART:	Statues and Fountains.
STREET FURNITURE:	Lamps and benches.
STREET LIGHTS:	70 ft. on center.
ELECTRIC POLES:	70 ft. on center.
RIGHT-OF-WAY:	100 ft. (plaza)
EXISTING SECTION:	None.
PROPOSED SECTION:	From North to South: 2 ft. flat curb - 100 ft. paving - 2 ft. flat curb.
SIDEWALK:	Red colored reinforced concrete.
PLANTING STRIP:	Shurbs and Hedges.
IRRIGATION:	Buried drip collar for establishment.
EXISTING TREES:	To be replanted.
PROPOSED TREES:	Mahogany 12 ft. high.
TREE PATTERN:	35 ft. on center.
GROUND COVER:	7 shurbs per tree.
CULTIVATION:	Boardcast fertilize twice a year with balanced tree fertilizer.
INSTRUCTIONS:	Time the planting of turf for early in the rainy season and spary emergent weeds.



145<sup>th</sup> Avenue Plaza

NOTE: This section runs for 150 lineal feet with 2 intersections.

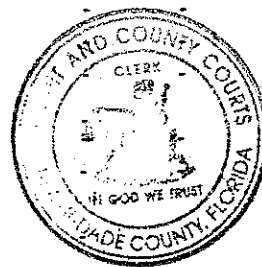
PROPOSED CONDITION - N



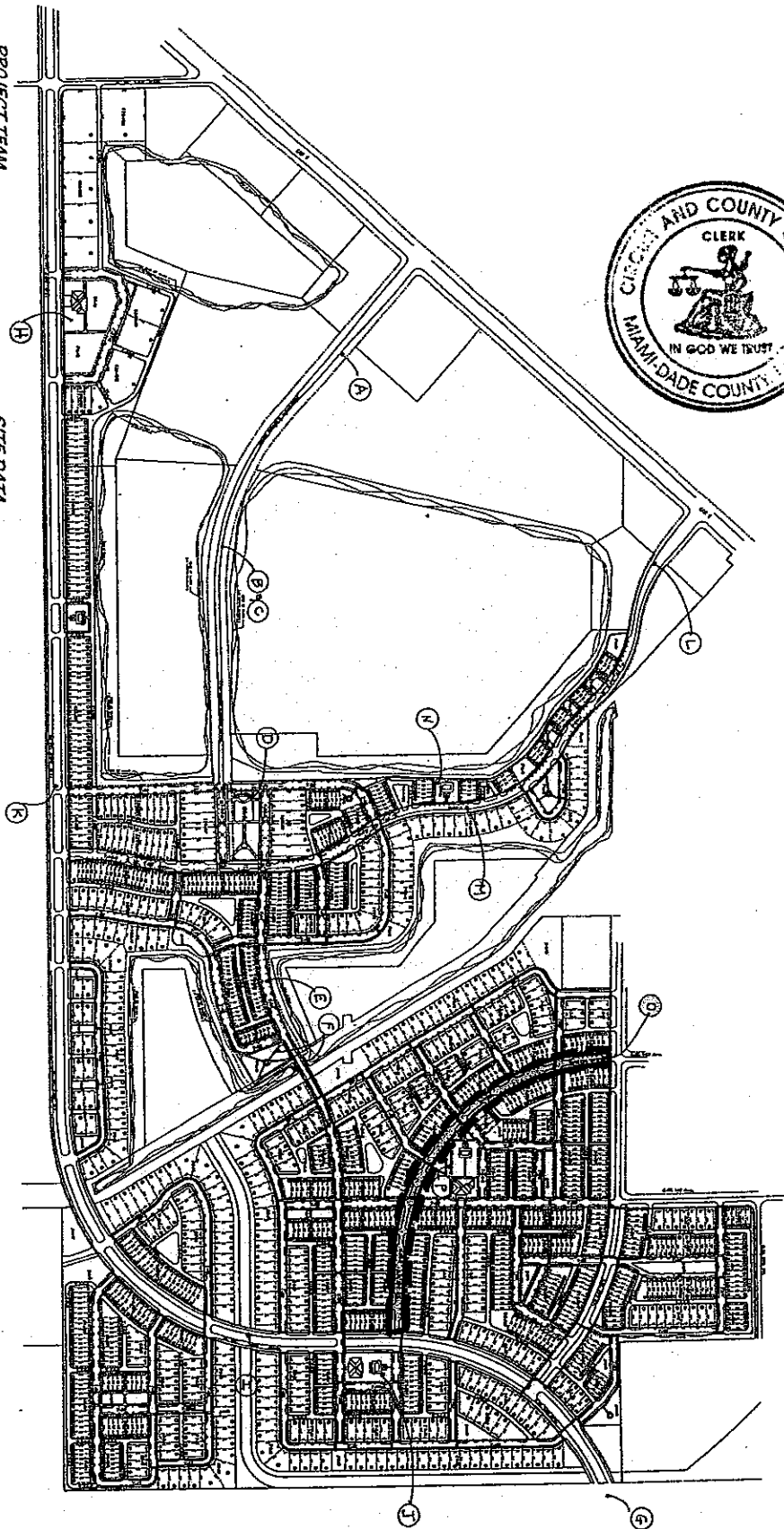
# Jaranja Lakes

Phase: IV  
 District: 145th Avenue Plaza  
 Parcel: 460  
 Action:

	ITEM	PRICE	Length ft.	Width ft.	Depth ft.	Counts	AREA	Cal.	COST
	Regular Excavation	CY \$ 3.25	100	80	2	-	16,000	593	\$ 1,925.93
	Embankment	CY \$ 4.50	-	-	-	-	-	-	\$ -
	Type B Stabilization	SY \$ 1.50	100	80	-	-	8,000	889	\$ 1,333.33
	Limerock Base (8" thick)	SY \$ 7.00	100	80	-	-	8,000	889	\$ 6,222.22
	Milling Existing Asphalt Pavement	SY \$ 4.50	-	-	-	-	-	-	\$ -
	Type S-1 Asphaltic Concrete (1 5/8")	TN \$ 35.00	-	-	-	-	-	-	\$ -
	Inlet	EA \$ 2,000.00	-	-	-	4	-	4	\$ 8,000.00
	Modify Existing Drainage Structure	EA \$ 800.00	-	-	-	-	-	-	\$ -
	Pipe Culvert (15")	LF \$ 26.00	80	-	-	-	-	80	\$ 2,080.00
	Pipe Culvert (18")	LF \$ 28.00	-	-	-	-	-	-	\$ -
	Pipe Culvert (24")	LF \$ 32.00	200	-	-	-	-	200	\$ 6,400.00
	Exfiltration Drain(24" Pipe)	LF \$ 55.00	-	-	-	-	-	-	\$ -
	Plastic Filter Fabric	SY \$ 3.00	21	15	-	-	315	140	\$ 420.00
	Adjust Manhole	EA \$ 300.00	-	-	-	2	-	2	\$ 600.00
	Adjust Existing Valve Boxes	EA \$ 250.00	-	-	-	-	-	-	\$ -
	Adjust Existing F.H. and Valve Boxes	EA \$ 600.00	-	-	-	-	-	-	\$ -
	Adjust Existing F.M. and Valve Boxes	EA \$ 250.00	-	-	-	-	-	-	\$ -
	Solid Traffic Stripe, White (4")	LF \$ 0.50	1,196	-	-	-	-	1,196	\$ 598.00
Curbs:	Curbs	LF \$ 9.00	460	-	-	-	-	460	\$ 4,140.00
sidewalks and Greens:	Concrete Sidewalk (4" Thick)	SY \$ 15.00	460	12	-	-	5,520	613	\$ 9,200.00
	Concrete Sidewalk (6" Thick)	SY \$ 17.50	-	-	-	-	-	-	\$ -
	Sodding (Maintenance and Water)	SY \$ 2.00	460	12	-	-	5,520	613	\$ 1,226.67
Shrubs:	Shrubs	EA \$ 10.00	-	-	-	105	-	105	\$ 1,050.00
Trees:	Tree Removal	EA \$ 300.00	-	-	-	3	-	3	\$ 900.00
	Tree Planting	EA \$ 500.00	-	-	-	15	-	15	\$ 7,500.00
Signage:	Signs	EA \$ 250.00	-	-	-	4	-	4	\$ 1,000.00
	Remove Existing Signs	EA \$ 25.00	-	-	-	-	-	-	\$ -
	Relocate Existing Signs	EA \$ 100.00	-	-	-	-	-	-	\$ -
Street Furniture:	Benches	EA \$ 736.00	-	-	-	8	-	8	\$ 5,888.00
	Trash Receptacles	EA \$ 664.00	-	-	-	6	-	6	\$ 3,984.00
	Bicycle Racks	EA \$ 500.00	-	-	-	12	-	12	\$ 6,000.00
Street Lights:	Streets and Lanes	EA \$ 2,400.00	-	-	-	-	-	-	\$ -
	Plazas and Greens	EA \$ 570.00	-	-	-	12	-	12	\$ 6,840.00
Public Structure:	Meeting Hall	SF \$ 200.00	-	-	-	-	5,000	-	\$ 1,000,000.00
	Bridge	LF \$ 9.00	-	-	-	-	-	-	\$ -
Grass:	Paving	SY \$ 3.00	40	40	-	-	1,600	178	\$ 533.33
	Landscaping	EA \$ 600.00	-	-	-	6	-	6	\$ 3,600.00
							Subtotal:		\$ 1,079,441.48
Miscellaneous:	Contingency	10%	-	-	-	-	-	-	107,944.15
	Miscellaneous	10%	-	-	-	-	-	-	107,944.15
	Maintenance of Traffic	6%	-	-	-	-	-	-	64,766.49
	Clearing and Grubbing	1%	-	-	-	-	-	-	10,794.41
	Civic Art	2%	-	-	-	-	-	-	21,588.83
							Project Total:		\$ 1,392,479.51







**Owner/Developer:**  
Hensley Sales Holdings, LLC  
Hensley Sales Holdings, LLC  
Hensley Sales Holdings, LLC  
Hensley Sales Holdings, LLC  
P: (260) 298-3100 F: (260) 298-3000

**Builder:**  
11718 1st St. West, Suite 218  
Lewiston, MI 49756  
P: (260) 274-1500 F: (260) 274-1515  
Email: [info@hensley.com](mailto:info@hensley.com)

**Surveyor:**  
740 N. 167th Avenue, Suite 201  
Farmington Hills, MI 48334  
P: (260) 264-0778  
Email: [info@hensley.com](mailto:info@hensley.com)

**GIS/Map:**  
2224 1st Street  
Farmington Hills, MI 48334  
P: (260) 264-3000 F: (260) 264-3009  
Email: [info@hensley.com](mailto:info@hensley.com)

**Yield Planner:**  
493 Third Street, Suite 200  
Farmington Hills, MI 48334  
P: (260) 264-3000 F: (260) 264-3009  
Email: [info@hensley.com](mailto:info@hensley.com)

	Green Acres of TNO	
LAKE	251.60 A.	
Green Acres of Neighborhood	243.1 A.	
	772.1 A.	
PUBLIC USE TRACTS (766.6)	162.8 A.	6.57% of Neighborhood Project
CRIC USE LOTS (4.06)	62.0 A.	2.41% of Neighborhood Project
PROPERTY USE LOTS (4.44)	3.85 A.	1.57% of Neighborhood Project
COMMON USE LOTS (4.44)	46.4 A.	18.71% of Neighborhood Project
HOUSE USE LOTS (4.44)	46.1 A.	18.69% of Neighborhood Project
WORKSPACE USE LOTS (4.44)	6.42 A.	2.55% of Neighborhood Project



# Master Site Plan

*Mandarin Lakes TND*  
*Miami-Dade County, Florida*

*de Lucille*  
Development, Inc.  
Master Planned  
Communities  
Mixed-Use  
Town Centers  
1153 Town Center Drive  
Suite 202  
Jupiter, Florida 33458  
407-651-1234 Fax-407-1244

WORKED	NO
DATE	NO
APPROVED	NO
DATE	NO
JOE H. ALBERT	NO
DATE	NO
REVISIONS	NO

MP-1

Sheet 1 of 6

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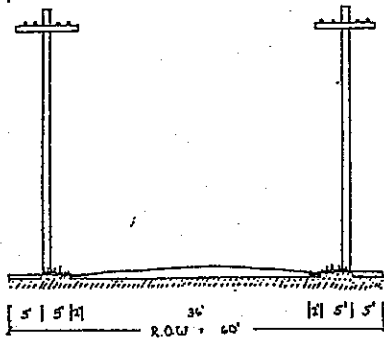


# PHASE V

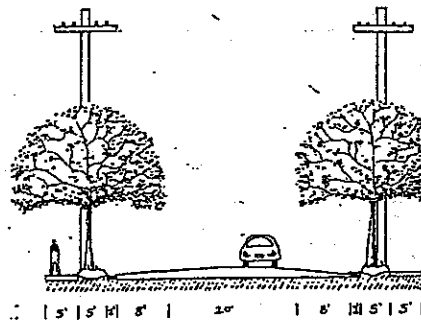
## TAX INCREMENT FINANCING DISTRICT

Naranja Lakes, Florida

## STREETSCAPE SPECIFICATIONS

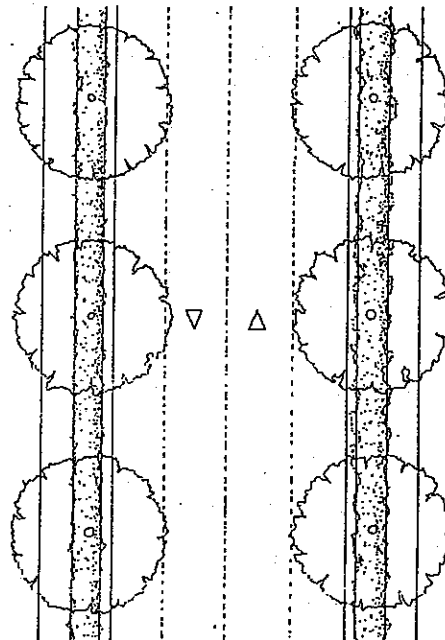


EXISTING CONDITION

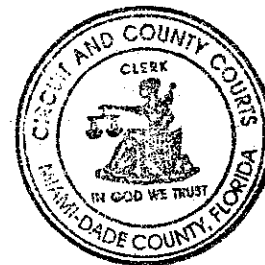


PROPOSED CONDITION

DISTRICT NAME:	143 <sup>rd</sup> Avenue District.
STREET NAME:	143 <sup>rd</sup> Avenue.
STREET FURNITURE:	Lamps, Benches and Transit Shelter.
STREET LIGHTS:	70 ft. on center.
ELECTRIC POLES:	70 ft. on center.
RIGHT-OF-WAY:	60 feet.
EXISTING SECTION:	From North to South: 5 ft. sidewalk - 5 ft. planting strip - 36 ft. two-way lanes - 5 ft. planting strip - 5 ft. sidewalk.
PROPOSED SECTION:	From North to South: 5 ft. sidewalk - 5 ft. planting strip - 8 ft. parallel parking - 20 ft. two-way lanes - 8 ft. parallel parking - 5 ft. planting strip - 5 ft. sidewalk.
SIDEWALK:	Red colored reinforced concrete.
PLANTING STRIP:	Shrubs and Hedges.
IRRIGATION:	Buried drip collar for establishment.
EXISTING TREES:	To be replanted.
PROPOSED TREES:	Mahogany 12 ft. high.
TREE PATTERN:	35 ft. on center.
GROUND COVER:	7 shrubs per tree.
CULTIVATION:	Broadcast fertilize twice a year with balanced tree fertilizer.
INSTRUCTIONS:	Time the planting of turf for early in the rainy season and spary emergent weeds.



143<sup>rd</sup> Avenue



NOTE: This section runs for 1900 lineal feet along 6 intersections.

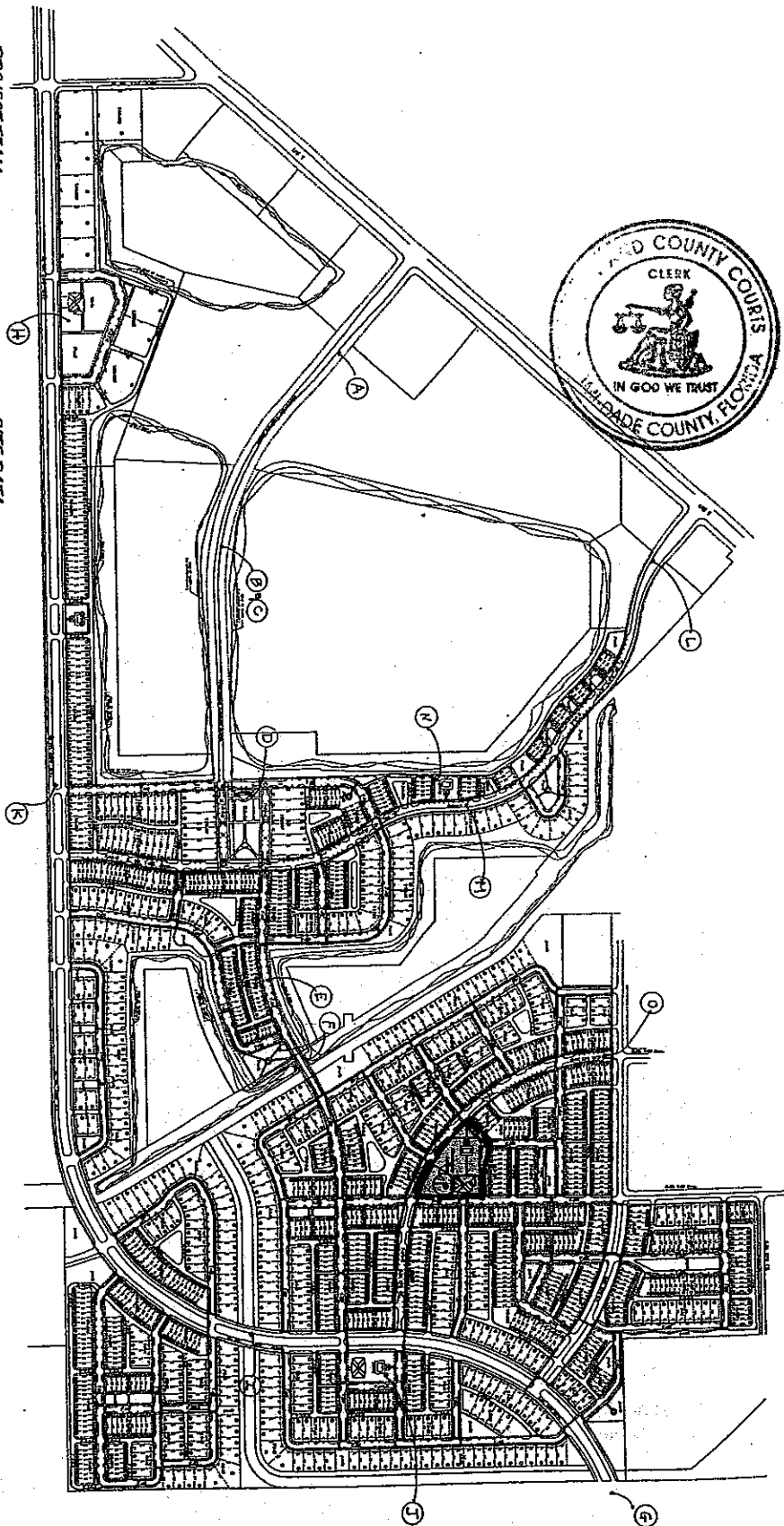
PROPOSED CONDITION - 0



use: V  
 trict: 143rd Avenue  
 eal fe 1900  
 ction:

	ITEM	PRICE	Lenght ft.	Width ft.	Depth ft.	Counts	AREA	Cal.	COST	
Regular Excavation	CY	\$ 3.25	1,900	2	1	-	3,800	141	\$ 457.41	
Embankment	CY	\$ 4.50	1,900	10	1	-	19,000	704	\$ 3,166.67	
Type B Stabilization	SY	\$ 1.50	-	-	-	-	-	-	\$ -	
Limerock Base (8" thick)	SY	\$ 7.00	-	-	-	-	-	-	\$ -	
Milling Existing Asphalt Pavement	SY	\$ 4.50	1,900	36	-	-	68,400	7,600	\$ 34,200.00	
Type S-1 Asphaltic Concrete (1 5/8")	TN	\$ 35.00	1,900	36	-	-	68,400	679	\$ 23,773.75	
Inlet	EA	\$ 2,000.00	-	-	-	12	-	12	\$ 24,000.00	
Modify Existing Drainage Structure	EA	\$ 800.00	-	-	-	-	-	-	\$ -	
Pipe Culvert (15")	LF	\$ 26.00	216	-	-	-	-	216	\$ 5,616.00	
Pipe Culvert (18")	LF	\$ 28.00	-	-	-	-	-	-	\$ -	
Pipe Culvert (24")	LF	\$ 32.00	-	-	-	-	-	-	\$ -	
Exfiltration Drain(24" Pipe)	LF	\$ 55.00	1,900	-	-	-	-	1,900	\$104,500.00	
Plastic Filter Fabric	SY	\$ 3.00	21	15	-	-	315	420	\$ 1,260.00	
Adjust Manhole	EA	\$ 300.00	-	-	-	8	-	8	\$ 2,400.00	
Adjust Existing Valve Boxes	EA	\$ 250.00	-	-	-	-	-	-	\$ -	
Adjust Existing F.H. and Valve Boxes	EA	\$ 600.00	-	-	-	-	-	-	\$ -	
Adjust Existing F.M. and Valve Boxes	EA	\$ 250.00	-	-	-	-	-	-	\$ -	
Solid Traffic Stripe, White (4")	LF	\$ 0.50	4,940	-	-	-	-	4,940	\$ 2,470.00	
Curbs	LF	\$ 9.00	-	-	-	-	-	-	\$ -	\$ 201,844
Concrete Sidewalk (4" Thick)	SY	\$ 15.00	3,420	2	-	-	6,840	760	\$ 11,400.00	
Concrete Sidewalk (6" Thick)	SY	\$ 17.50	380	6	-	-	2,280	253	\$ 4,433.33	
Sodding (Maintenance and Water)	SY	\$ 2.00	3,800	5	-	-	19,000	2,111	\$ 4,222.22	\$ 20,056
Shrubs	EA	\$ 10.00	-	-	-	756	-	756	\$ 7,560.00	\$ 7,560
Tree Removal	EA	\$ 300.00	-	-	-	20	-	20	\$ 6,000.00	
Tree Planting	EA	\$ 500.00	-	-	-	108	-	108	\$ 54,000.00	\$ 60,000
Signs	EA	\$ 250.00	-	-	-	20	-	20	\$ 5,000.00	
Remove Existing Signs	EA	\$ 25.00	-	-	-	-	-	-	\$ -	
Relocate Existing Signs	EA	\$ 100.00	-	-	-	-	-	-	\$ -	
Benches	EA	\$ 736.00	-	-	-	8	-	8	\$ 5,888.00	
Trash Receptacles	EA	\$ 664.00	-	-	-	8	-	8	\$ 5,312.00	
Bicycle Racks	EA	\$ 500.00	-	-	-	12	-	12	\$ 6,000.00	\$ 22,200
Streets and Lanes	EA	\$ 2,400.00	-	-	-	54	-	54	\$130,285.71	\$ 130,286
Meeting Hall	SF	\$ 200.00	-	-	-	-	-	-	\$ -	\$ -
Bridge	LF	\$ 9.00	-	-	-	-	-	-	\$ -	\$ -
Paving	SY	\$ 3.00	-	-	-	-	-	-	\$ -	\$ -
Lighting	EA	\$ 570.00	-	-	-	-	-	-	\$ -	\$ -
Landscaping	EA	\$ 600.00	-	-	-	-	-	-	\$ -	\$ -
Subtotal:									\$441,945.09	
Contingency	10%	-	-	-	-	-	-	-	44,194.51	
Miscellaneous	10%	-	-	-	-	-	-	-	44,194.51	
Maintenance of Traffic	6%	-	-	-	-	-	-	-	26,516.71	
Clearing and Grubbing	1%	-	-	-	-	-	-	-	4,419.45	
Civic Art	2%	-	-	-	-	-	-	-	8,838.90	\$ 128,164
Project Total:									\$570,109.17	\$ 570,109





# **PROJECT TEAM**

**Owner/Developer:**  
Mandarin Lakes TND, LLC  
1500 N.W. 10th Ave., Suite 100  
Miami, FL 33136  
P: (305) 575-1100 F: (305) 575-1101  
Email: info@mandarinlakes.com

**Architect:**  
Graham + Green  
1500 N.W. 10th Ave., Suite 100  
Miami, FL 33136  
P: (305) 575-1100 F: (305) 575-1101  
Email: info@mandarinlakes.com

**Engineer:**  
HKS  
1500 N.W. 10th Ave., Suite 100  
Miami, FL 33136  
P: (305) 575-1100 F: (305) 575-1101  
Email: info@mandarinlakes.com

**Landscaper:**  
HKS  
1500 N.W. 10th Ave., Suite 100  
Miami, FL 33136  
P: (305) 575-1100 F: (305) 575-1101  
Email: info@mandarinlakes.com

**Interior Designer:**  
HKS  
1500 N.W. 10th Ave., Suite 100  
Miami, FL 33136  
P: (305) 575-1100 F: (305) 575-1101  
Email: info@mandarinlakes.com

**Construction Manager:**  
HKS  
1500 N.W. 10th Ave., Suite 100  
Miami, FL 33136  
P: (305) 575-1100 F: (305) 575-1101  
Email: info@mandarinlakes.com

**Other:**  
HKS  
1500 N.W. 10th Ave., Suite 100  
Miami, FL 33136  
P: (305) 575-1100 F: (305) 575-1101  
Email: info@mandarinlakes.com

## **SITE DATA**

Category	Value
Gross Acres of TND	201.00 AC
Land	201.00 AC
Gross Acres of High-Rise	177.00 AC
Public Use (Parks)	10.00 AC
Office Use (LOF)	2.00 AC
Residential Use (LOF)	2.00 AC
Commercial Use (LOF)	2.00 AC
Industrial Use (LOF)	2.00 AC
Highway Use (LOF)	2.00 AC
Water Use (LOF)	2.00 AC
Other Use (LOF)	2.00 AC
Highway Use (LOF)	2.00 AC
Water Use (LOF)	2.00 AC
Other Use (LOF)	2.00 AC

## **Master Site Plan**



## **Mandarin Lakes TND** Miami-Dade County, Florida

**Prepared by:**  
HKS  
1500 N.W. 10th Ave., Suite 100  
Miami, FL 33136  
P: (305) 575-1100 F: (305) 575-1101  
Email: info@mandarinlakes.com

DATE	08/01/2011
BY	MP-1
FOR	1" = 6'
PROJECT	Mandarin Lakes TND
LOCATION	1500 N.W. 10th Ave., Suite 100, Miami, FL 33136
SCALE	1" = 6'
PROJECT	Mandarin Lakes TND
LOCATION	1500 N.W. 10th Ave., Suite 100, Miami, FL 33136
SCALE	1" = 6'
PROJECT	Mandarin Lakes TND
LOCATION	1500 N.W. 10th Ave., Suite 100, Miami, FL 33136
SCALE	1" = 6'



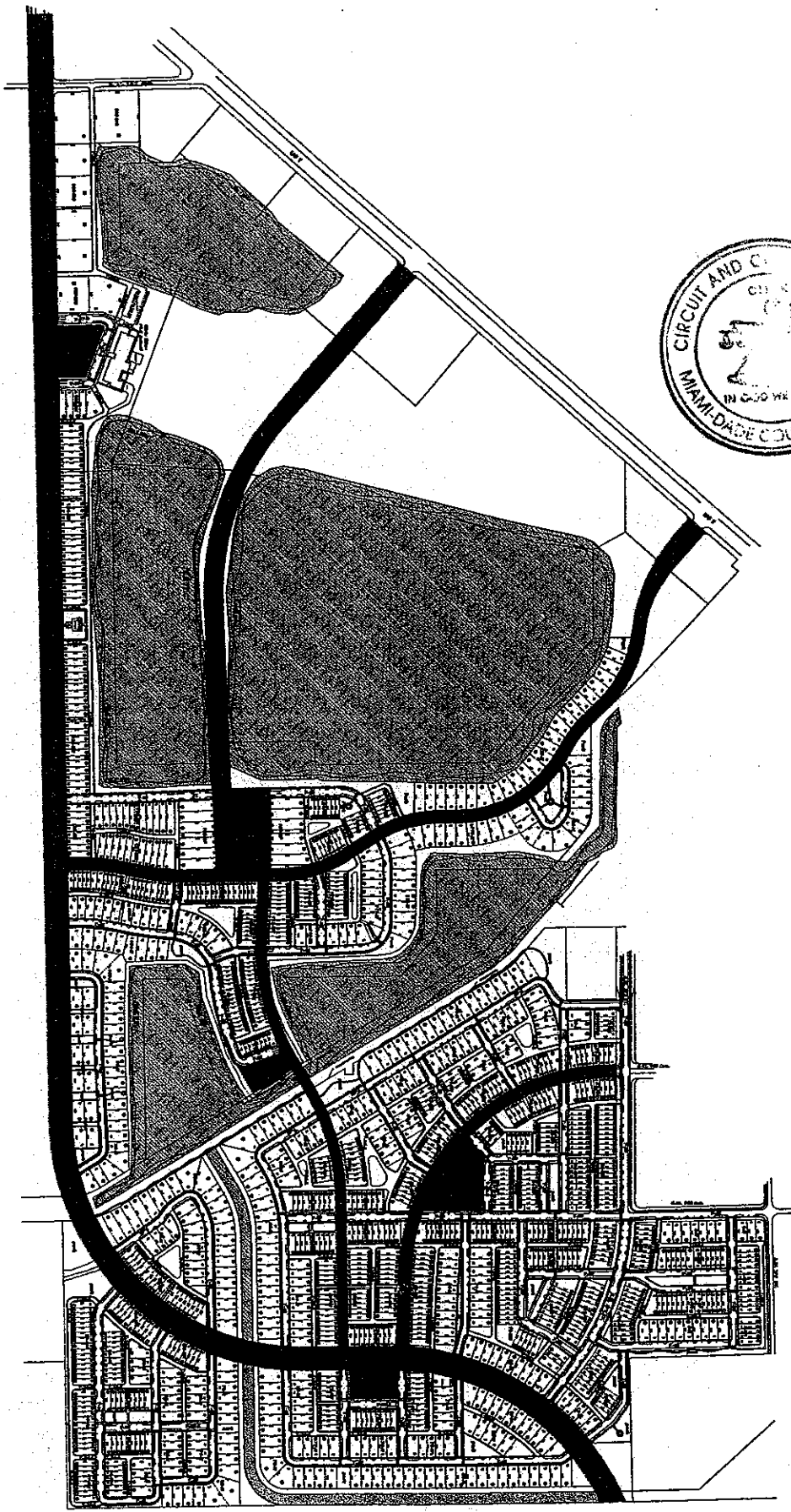
## PLAZA SPECIFICATIONS





Base: V  
 District: 143rd Avenue Plaza  
 Parcel feet: 900  
 Section:



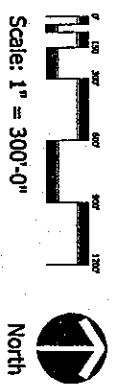


SITE DATA

COUNTY

PRIVATE / CRA PROPERTIES

Master Site Plan



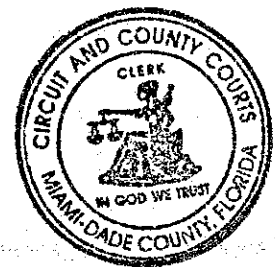
# **CRA Master Plan of Improvements** **Mandarin Lakes TND** **Miami-Dade County, Florida**

*Handwritten signature*  
 Development, Inc.  
 Master Planned  
 Mixed-Use  
 Town Centers  
 1153 Town Center Drive  
 Suite 202  
 Miramar, Florida 33185  
 305.461.1800

PROJECT: MANDARIN LAKES TND  
 DRAWN: J. J. JAMES  
 DATE: 10/1/03  
 SHEET: 3 OF 3  
 MP-1



**EXHIBIT "C"**  
**APPROVED SITE PLAN**







DEPARTMENT OF PLANNING AND ZONING

MAIN OFFICE

□ 111 NW 1 STREET, SUITE 1210  
MIAMI, FLORIDA 33128  
(305) 375-2800

August 12, 2003

Mr. Scott Hedge  
DeGuardiola Development, Inc.  
1154 Town Center Drive - # 202  
Jupiter, FL 33458

PERMITTING AND INSPECTION OFFICE

11805 S.W. 26 Street  
MIAMI, FLORIDA 33175

□ IMPACT FEE SECTION  
(786) 315-2670 • SUITE 145

□ ZONING INSPECTION SECTION  
(786) 315-2660 • SUITE 223

□ ZONING PERMIT SECTION  
(786) 315-2666 • SUITE 106

□ ZONING PLANS PROCESSING SECTION  
(786) 315-2650 • SUITE 113

Re: Administrative Site Plan Review of: ASPR #2003000010

Name/Date of Plan:

Plans entitled "Mandarin Lakes" A Traditional Neighborhood Development, consisting of a title sheet with site data (Cover Sheet), Master Site Plan (MP-1) dated/revised July 17, 2003, Detailed Site Plans (DP 2-6), Street Sections (ST 1-3), Land Use Regulations (LU 1-3), prepared by DeGuardiola Development Inc. dated/revised June 27, 2003 and Landscape Plan (L 1-6), Typical Single-Family Planting (L 7-8), Typical Townhomes Planting (L 9-10) prepared by Witkin Design Group dated March 24, 2003 (the "Site Plan").

Section-Township-Range:

33/34-56-39

Legal Description:

See attached.

Dear Mr. Hedge:

The members of the Miami-Dade County Developmental Impact Committee Executive Council have reviewed and recommended approval of this request for site plan approval of the **Mandarin Lakes Traditional Neighborhood Development plan**, subject to the following conditions:

1. That a site plan be submitted to and meet with the approval of the Director upon the submittal of an application for a building permit and/or Certificate of Use; said plan shall include among other things but not be limited to the location of buildings and structures, types, sizes and location of signs, light standards, off-street parking areas, exits and entrances, drainage, walls, fences, landscaping and irrigation, etc.
2. That in the approval of the plan, the same be substantially in accordance with that submitted entitled "Mandarin Lakes" A Traditional Neighborhood Development, consisting of a title sheet with site data (Cover Sheet), Master Site Plan (MP-1) dated/revised July 17, 2003, Said "Site Plan" shall limit the number





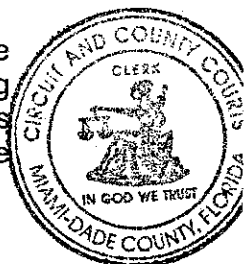
of residential units to a total of 1567; Detailed Site Plans (DP 2-6), Street Sections (ST 1-3), Land Use Regulations (LU 1-3), prepared by DeGuardiola Development Inc. dated/revised June 27, 2003 and Landscape Plan (L 1-6), Typical Single-Family Planting (L 7-8), Typical Townhomes Planting (L 9-10) prepared by Witkin Design Group dated March 24, 2003 (the "Site Plan"); and an Architectural Pattern and Urban Regulations Book entitled "Mandarin Lakes" A Traditional Neighborhood Development Architectural Pattern Book and Urban Regulations dated stamped/received July 21, 2003.

3. That the applicant submit to the Department of Planning and Zoning for its review and approval a landscaping plan that indicates the type and size of plan material prior to the issuance of a building permit and to be installed prior to the issuance of a Certificate of Use.
4. That the applicant submit to the Department of Planning and Zoning for its review and approval a landscaping plan indicating specific locations, type and size of plant material, construction materials and design for all of the proposed pedestrian pathways, pedestrian path within the Canal C-103-N easement, sidewalks, squares, plazas, parks, benches, street lighting and trash receptacles prior to the issuance of a building permit and to be installed prior to the issuance of a Certificate of Use.
5. Prior to the final plat review and within thirty (30) days from the date of the owner's submittal of a Tentative Plat application for any portion of the approved Mandarin Lakes Master Site Plan (the "Site Plan"), the applicant shall submit to the Department of Planning and Zoning for review and approval all building elevations and corresponding floor plans for each single family and townhouse residential unit type/model to be built within the portion of the plan requesting Tentative Plat approval. This process shall be known as the Elevation/Floor plan Review Process. Said plans and elevations submitted for such review shall be consistent with the approved Architectural Pattern Book and Urban Regulations.
6. No less than sixty (60) days prior to the submittal of a building permit application for any building within the Workshop, Shopfront, Civic and Rowhouse Apartment land use lots designated on the approved Mandarin Lakes Master Site Plan (the "Site Plan"), the applicant shall submit to the Department of Planning and Zoning for review and approval all building elevations and corresponding floor plans for each unit type/model to be built within the portion of the plan requesting Tentative Plat approval. This process shall be known as the Elevation/Floor plan Review Process. Said plans and elevations submitted for such review shall be consistent with the approved Architectural Pattern Book and Urban Regulations.
7. That in the event of multiple ownership, a homeowner's association, a special taxing district, or similar mechanism be established in accordance with applicable regulations to assure that all common areas and facilities for use of all residents shall be maintained in a continuous and satisfactory manner, and without expense to the general taxpayer of Miami-Dade County. The instrument incorporating such provisions shall be approved by the County Attorney as to form and legal sufficiency and shall be recorded in the public records of Miami-Dade County at the time recording of the subdivision(s) plat(s).





8. The owner shall not apply for a permit for a Sales and/or Marketing Trailer for any portion of the approved Mandarin Lakes Master Plan until the architectural review process described in conditions 5 and 6 above has been finalized and approved by the Department of Planning and Zoning for that portion of the TND requesting the Sales and/or Marketing Trailer.
9. That the storage and parking of boats, trailers and RV's on any residential lot shall not be permitted outside of a garage.
10. That only those outbuildings as approved by the Elevation/Floor Plan Review process shall be permitted.
11. That residential use shall not be permitted in outbuildings.
12. That the use of chain-link fencing shall not be permitted in the front yard of residential lots. The use of chain-link fencing shall be permitted behind the front building line of the main structure provided a hedge screens the fence from view.
13. That the applicant complies with all applicable conditions and requirements of the Miami-Dade County Department of Environmental Resources Management.
14. That the existing lake slopes comply with all of the requirements of Section 33-16 of the Miami-Dade County Zoning Code or with the lake slope requirements approved pursuant to Resolution Z-171-65, whichever is applicable as determined by the Director of the Department of Planning and Zoning.
15. That the applicant work with the Public Works Department on how to properly address the ownership of the lakes shown on the plats.
17. That the applicant comply with all applicable conditions and requirements of the Miami-Dade County Public Works Department.
18. That the applicant comply with all applicable conditions and requirements of the Metro-Dade Transit (MDT)/Office of Public Transportation Management (OPTM).
19. That the applicant comply with the applicable conditions and requirements of the Miami-Dade County Office of ADA Coordination.
20. That no gates shall be permitted which restrict ingress/egress to the development.
21. That the applicant provide a 10' wide landscaped buffer consisting of trees 16' high at time of planting and 25' on center installed along the northerly property line within the school site located in the Workshop area. Said landscaped buffer shall be installed prior to the issuance of a Certificate of Use for any building within the Workshop block identified on the plan as 137-WS and prior to the issuance of a Certificate of Use for the school.
22. That a Declaration of Restrictive Covenants, shall be submitted to the Department and recorded in the public records of Miami-Dade County restricting the development of the property as set forth in conditions 9-12, 14, 20, and 21 as stated above. Said Covenant, in final recordable form, shall be submitted to the





Department within thirty (30) days of the decision of the Developmental Impact Committee Executive Council.

This letter serves as formal notification that the Miami-Dade County Developmental Impact Committee Executive Council recommends that the applicant proceed with the permitting process so long as development remains in substantial compliance with said plan. Substantial deviation from approved plans will require review by the Miami-Dade County Developmental Impact Committee Executive Council.

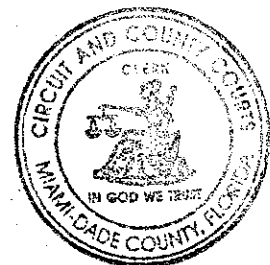
This item has been reviewed and approved for consistency with the standards of Ordinance #89-66, adopted on July 11, 1989, which established Miami-Dade County's Concurrency Management Program.

Action taken today does not constitute a final development order, and one or more concurrency determinations will subsequently be required. Provisional determinations or listings of needed facilities made in association with this Initial Development Order shall not be binding with regard to future decisions to approve or deny an Intermediate or Final Development Order on any grounds.

DO:QW:AJT:MTF:NDN

Attachments

cc: Maria Teresa Fojo, Zoning Services  
Damon Holness, Zoning Information Section  
Claudio Fuente, Graphics & Zoning Drafting Section  
Raul Pino, Public Works Department





## Legal Description:

Tracts 12, 14, 15 and 16 of Naranja Lakes Section One, according to the plat thereof, as recorded in Plat Book 91, at page 7 of the Public Records of Miami-Dade County, Florida.

Tract 13 of Naranja Lakes Section One, according to the plat thereof, as recorded in Plat Book 91, Page 7, of the Public Records of Miami-Dade County, Florida.

Tract 17 of Naranja Lakes Section One, according to the plat thereof, as recorded in the Public Records of Miami-Dade County, Florida.

Tracts 19, 20 and 21, and Lots 1 through 4, inclusive of Block 1, Lots 1 through 8, inclusive of Block 2, and Lots 1 through 15, inclusive of Block 3, of Naranja Lakes Section Two, according to the plat thereof, as recorded in Plat Book 92, Page 64, of the Public records of Miami-Dade County, Florida.

Tracts 18, 22 and 23, of Naranja Lakes Section Two, according to the plat thereof, as recorded in Plat Book 92, Page 64, of the Public Records of Miami-Dade County, Florida.

Folio Numbers:       30-6933-008-0120  
                          30-6933-008-0130  
                          30-6934-008-0050  
                          30-6934-008-0010





APPLICATION NO. 03-10  
NARANJA LAKES HOLDINGS LLC

Respectfully Submitted,

DIC Executive Council  
July 23, 2003

Pedro G. Hernandez, P.E.  
Assistant County Manager

Absent

Antonio Bared, Fire Chief  
Miami-Dade Fire Rescue Department

Absent

Jose Luis Mesa, Director  
Metropolitan Planning Organization Secretariat

Absent

Diane O'Quinn Williams, Director  
Department of Planning and Zoning



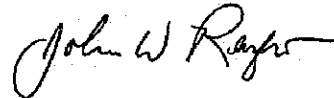
AYE

Aristides Rivera, P.E., P.L.S., Director  
Public Works Department




AYE

John W. Renfrow, P.E., Director  
Department of Environmental Resources Mgmt



AYE

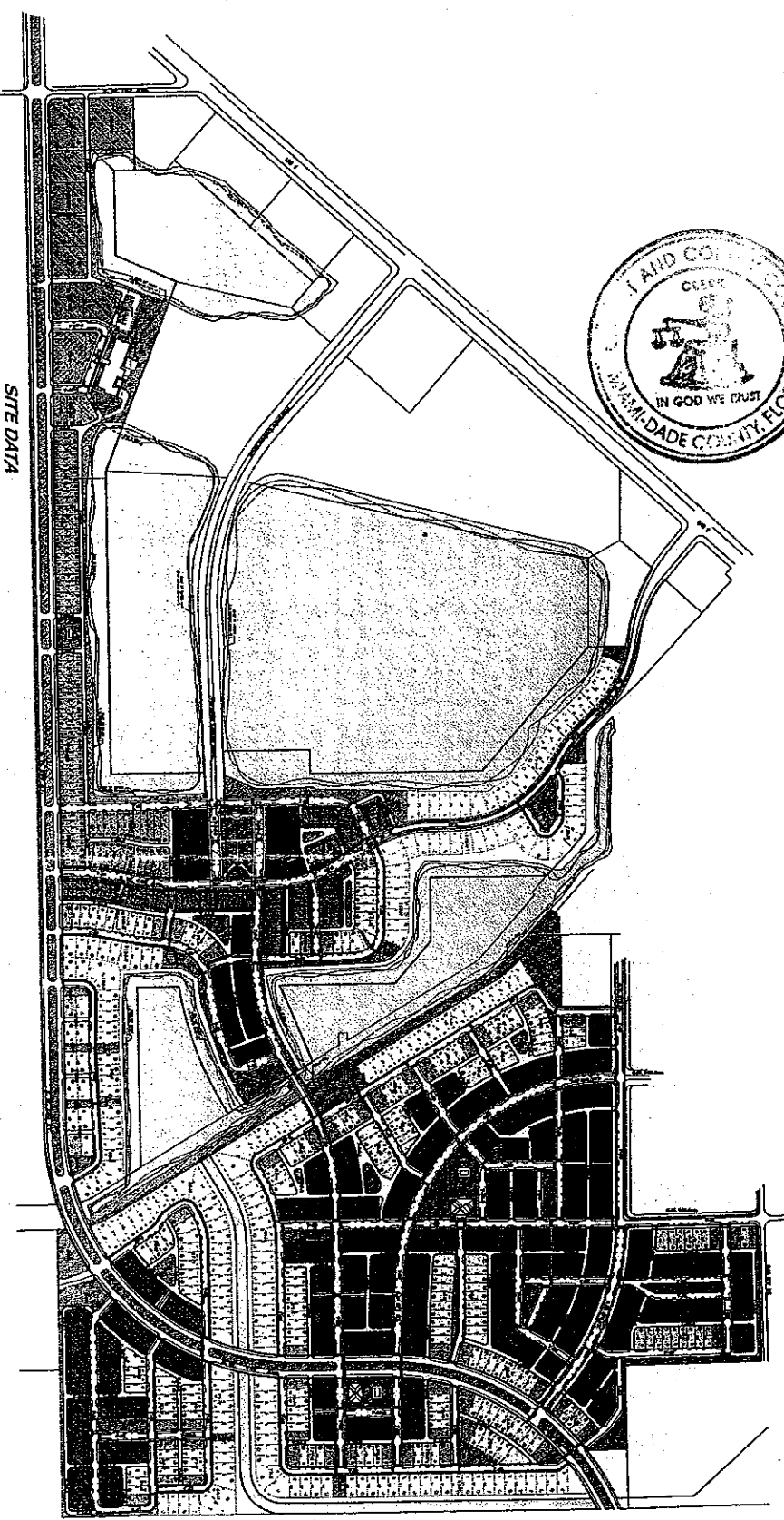
Jorge S. Rodriguez, P.E., Assistant Director  
Miami-Dade Water and Sewer Department



AYE







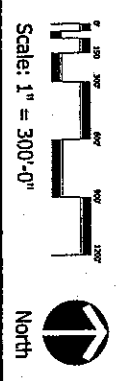
# PROJECT TEAM

**Owner:** Mandarin Lakes TND, LLC  
**Developer:** Mandarin Lakes TND, LLC  
**Architect:** [Firm Name]  
**Engineer:** [Firm Name]  
**Landscaper:** [Firm Name]  
**Interior Designer:** [Firm Name]  
**Construction Manager:** [Firm Name]  
**General Contractor:** [Firm Name]  
**Other:** [Firm Name]

## SITE DATA

Area	Area (Acres)	Density / Notes
Overall Site	307.86 AC	
Land	34.31 AC	
Neighborhood	377.31 AC	1,000 DUs
Neighborhood (Type I)	11.00 AC	2,000 DUs (Type I)
Neighborhood (Type II)	8.10 AC	2,000 DUs (Type II)
Neighborhood (Type III)	3.80 AC	2,000 DUs (Type III)
Neighborhood (Type IV)	3.10 AC	2,000 DUs (Type IV)
Neighborhood (Type V)	3.10 AC	2,000 DUs (Type V)
Neighborhood (Type VI)	3.10 AC	2,000 DUs (Type VI)
Neighborhood (Type VII)	3.10 AC	2,000 DUs (Type VII)
Neighborhood (Type VIII)	3.10 AC	2,000 DUs (Type VIII)
Neighborhood (Type IX)	3.10 AC	2,000 DUs (Type IX)
Neighborhood (Type X)	3.10 AC	2,000 DUs (Type X)
Neighborhood (Type XI)	3.10 AC	2,000 DUs (Type XI)
Neighborhood (Type XII)	3.10 AC	2,000 DUs (Type XII)
Neighborhood (Type XIII)	3.10 AC	2,000 DUs (Type XIII)
Neighborhood (Type XIV)	3.10 AC	2,000 DUs (Type XIV)
Neighborhood (Type XV)	3.10 AC	2,000 DUs (Type XV)
Neighborhood (Type XVI)	3.10 AC	2,000 DUs (Type XVI)
Neighborhood (Type XVII)	3.10 AC	2,000 DUs (Type XVII)
Neighborhood (Type XVIII)	3.10 AC	2,000 DUs (Type XVIII)
Neighborhood (Type XIX)	3.10 AC	2,000 DUs (Type XIX)
Neighborhood (Type XX)	3.10 AC	2,000 DUs (Type XX)

## Master Site Plan



# Mandarin Lakes TND

Miami-Dade County, Florida

PROJECT	MP-1
DATE	1/1/20
BY	J. Smith
CHECKED	J. Smith
APPROVED	J. Smith
SCALE	1" = 300'-0"
SHEET	1 OF 6

**Developer:** Mandarin Lakes TND, LLC  
**Architect:** [Firm Name]  
**Engineer:** [Firm Name]  
**Landscaper:** [Firm Name]  
**Interior Designer:** [Firm Name]  
**Construction Manager:** [Firm Name]  
**General Contractor:** [Firm Name]



## EXHIBIT "D"

### INSURANCE REQUIREMENTS

Developer shall provide or cause to be provided the following insurance and shall also ensure that the following insurance language shall be included in the consultant, contractor, subconsultant and subcontractor contracts. Prior to commencement of Work certificates of insurance shall be provided evidencing Developer's and its consultant's and contractor's compliance with these insurance requirements; provided, however, builder's risk insurance shall not be required unless and until the construction commences. Without limiting any of the other obligations or liabilities of Developer and consultants and contractors, shall provide, pay for, and maintain in force until all of the Work is completed and accepted by the County or CRA, as applicable, (or for such duration as otherwise specified hereinafter), the insurance coverages set forth herein.

1. Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence with respect to consultants.

2. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

(a) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

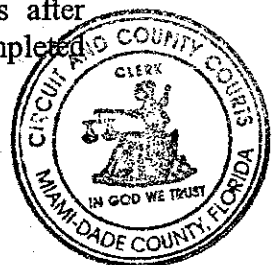
(b) If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremens & Harbor Workers Act and Jones Act.

3. Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability with respect to Developer, and Two Million Dollars (\$2,000,000) with per occurrence respect to contractors, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

(a) Premises and/or Operations;

(b) Independent Contractors;

(c) Products and/or Completed Operations for contracts over Fifty Thousand Dollars (\$50,000.00) contractor shall maintain in force until at least three (3) years after completion of all work required under the Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage;





- (d) Explosion, Collapse and Underground Coverages;
- (e) Broad Form Property Damage;
- (f) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement;
- (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability; and
- (h) County and Developer are to be expressly included as "Additional Insureds" with respect to liability arising out of operations performed for County and Developer by or on behalf of Developer and contractors or acts or omissions of County or Developer in connection with general supervision of such operation.

4. Umbrella Liability, general aggregate of Ten Million Dollars (\$10,000,000).

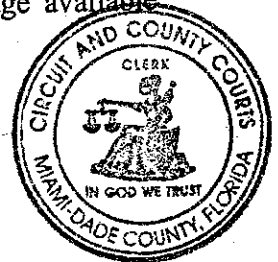
5. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Owned Vehicles.
- (b) Hired and Non-Owned Vehicles.

6. Builder's Risk Insurance for the construction of above ground buildings and/or structures is required. The coverage shall be "All Risk" form for One Hundred Percent of the completed value, including County and Developer as named insureds, with a deductible of not more than Ten Hundred Thousand Dollars (\$10,000) each claim.

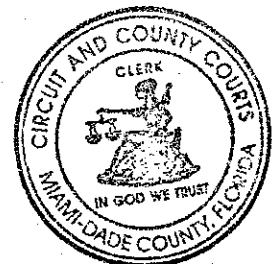
(a) Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any "occupancy clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that the Builder's Risk Coverage will continue to apply until the Substantial Completion Date.

(b) When the buildings or structures are located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Program.





All required insurance shall be evidenced by valid and enforceable policies issued by a company licensed to do business in the State of Florida and otherwise acceptable to the County and CRA. The Developer shall not cancel (or permit any lapse under) any policy of required insurance. Each policy of required insurance shall: (i) contain the agreement of the insurer that the insurer shall not cancel or materially alter the same without thirty (30) days' prior written notice to County and CRA except in the case of non-payment by the Developer for which ten (10) days' prior written notice will be provided to County and CRA; (ii) be effective for a period from the date of this Agreement through at least one (1) year after completion of the Work provided hereunder, except for professional liability insurance which shall be effective for a period from the date of this Agreement through at least five (5) years after completion of the Work provided hereunder and builder's risk insurance which shall be effective through Substantial Completion; and (iii) with respect to the professional liability insurance provided (or caused to be provided) by Developer, this policy shall name the County and CRA as an additional insured to provide for third party vicarious liability claims, and shall be amended to allow the County and CRA to make a claim against the policy for errors, omissions or other liabilities covered by the policy as a result of the performance of the Work by the other insureds. Insurance shall be provided to the County and CRA at the times required by Section 4.10 of this Agreement at which time the Developer shall deliver to the County and CRA certificates of insurance naming County and CRA as additional insureds as required hereunder for each policy of required insurance for Comprehensive General Liability, Business Automobile Liability, Umbrella Liability and Builder's Risk. The minimum coverages and time periods specified above are not intended, and shall not be construed, to limit any liability of the Developer to the County and CRA under this Agreement. Neither party shall be liable to the other for loss or damage covered by insurance to the extent that insurance proceeds are actually available with respect to such loss or damage and to the extent that the applicable policies of such insurance include the waiver or subrogation (which the parties shall obtain if available without additional premium). Developer is responsible for the payment of all deductibles in connection with any claims made under the insurance policies required by this Agreement. The cost of deductibles paid by Developer shall be included in the Cost of the Work.





**EXHIBIT "E"**

**SURETY BOND**





## SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We, Naranja Lakes Construction, LLC, as Principal, whose principal business address is \_\_\_\_\_, as Developer under the contract dated \_\_\_\_\_, 200 , between Principal and Miami-Dade County for the development of the Master Plan of Improvements (hereinafter referred to as "Redevelopment Contract") the terms of which Redevelopment Contract are incorporated by reference in its entirety into this Bond, and We, \_\_\_\_\_, as Co-Principal, whose principal business address is \_\_\_\_\_, as Contractor under the contract dated \_\_\_\_\_, 200 , between Co-Principal and Naranja Lakes Construction, LLC, for the construction of the Master Plan of Improvements (hereinafter referred to as "Construction Contract") the terms of which Construction Contract are incorporated by reference in its entirety into this Bond and \_\_\_\_\_, a corporation, whose principal business address is \_\_\_\_\_ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of \_\_\_\_\_ (U.S. dollars) \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal or Co-Principal:

1. Performs all the work under the Construction Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Construction Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Construction Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal or Co-Principal with labor, materials, or supplies, used directly or indirectly by Principal or Co-Principal in the prosecution of the work provided for in the Construction Contract; and
3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal or Co-Principal under the Construction Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Construction Contract; and
4. Performs the guarantee of all work and materials furnished under the Construction Contract for the time specified in the Construction Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Construction Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Construction Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal or Co-Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Construction Contract or the changes does not affect Surety's obligation under this Bond.





**SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)**

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed  
by their appropriate officials as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

DEVELOPER

\_\_\_\_\_  
Naranja Lakes Construction, LLC

BY:

\_\_\_\_\_  
(President) (Managing Partner or Joint Venturer)

CONTRACTOR

\_\_\_\_\_  
(Contractor Name)

BY:

\_\_\_\_\_  
(President) (Managing Partner or Joint Venturer)

(SEAL)

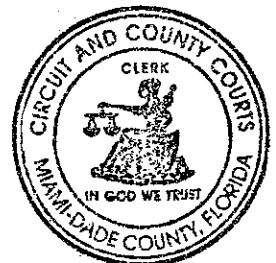
COUNTERSIGNED BY RESIDENT  
FLORIDA AGENT OF SURETY:

SURETY:

\_\_\_\_\_  
(Copy of Agent's current Identification Card as issued by  
State of Florida Insurance Commissioner must be attached) By: \_\_\_\_\_

Attorney-in-Fact

(CORPORATE SEAL)

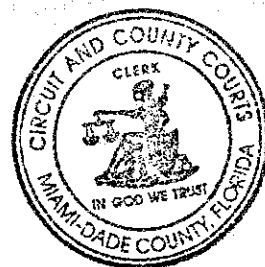


(Power of Attorney must be attached)

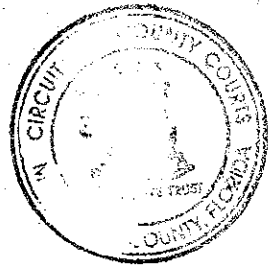
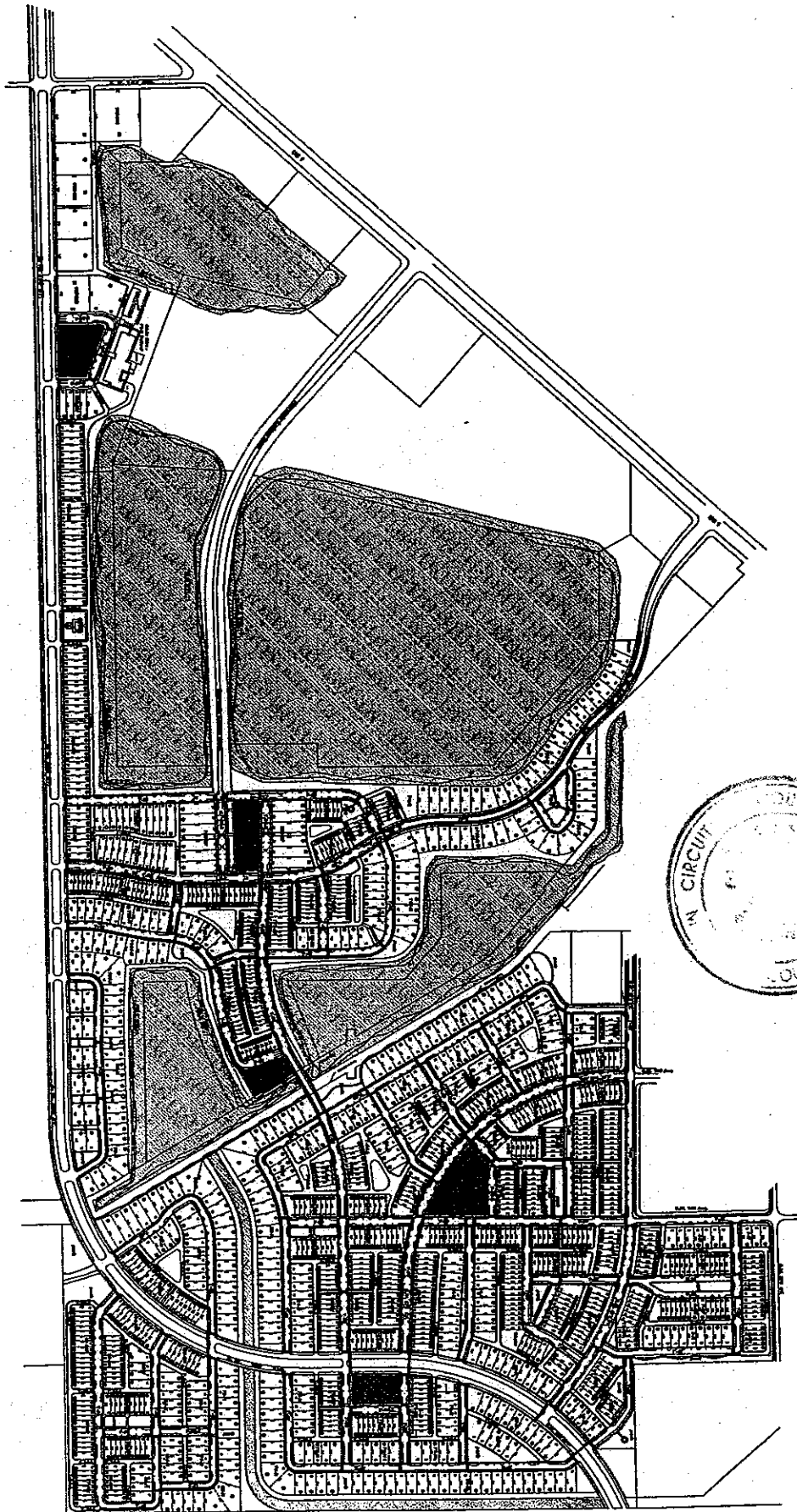


**EXHIBIT "F"**  
**CRA PROPERTY**

621314v2







SITE DATA

PRIVATE / CRA PROPERTIES

Master Site Plan



Scale: 1" = 300'-0"



# **CRA Master Plan of Improvements** **Mandarin Lakes TND** **Miami-Dade County, Florida**

*McKinnell*  
 Development, Inc.  
 Master Planned  
 Communities  
 Town Centers  
 1103 Town Center Drive  
 Suite 202  
 Jupiter, Florida 33458  
 888-688-1888 / 561-744-1144

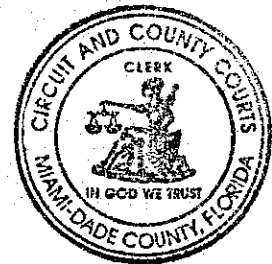
DESIGNED	DATE
DRAWN	DATE
CHECKED	DATE
APPROVED	DATE
BY (NAME)	DATE
REVISIONS	
1	
2	
3	

MP-1

Sheet 2 of 3

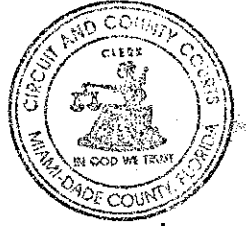


**EXHIBIT "G"**  
**COUNTY PROPERTY**



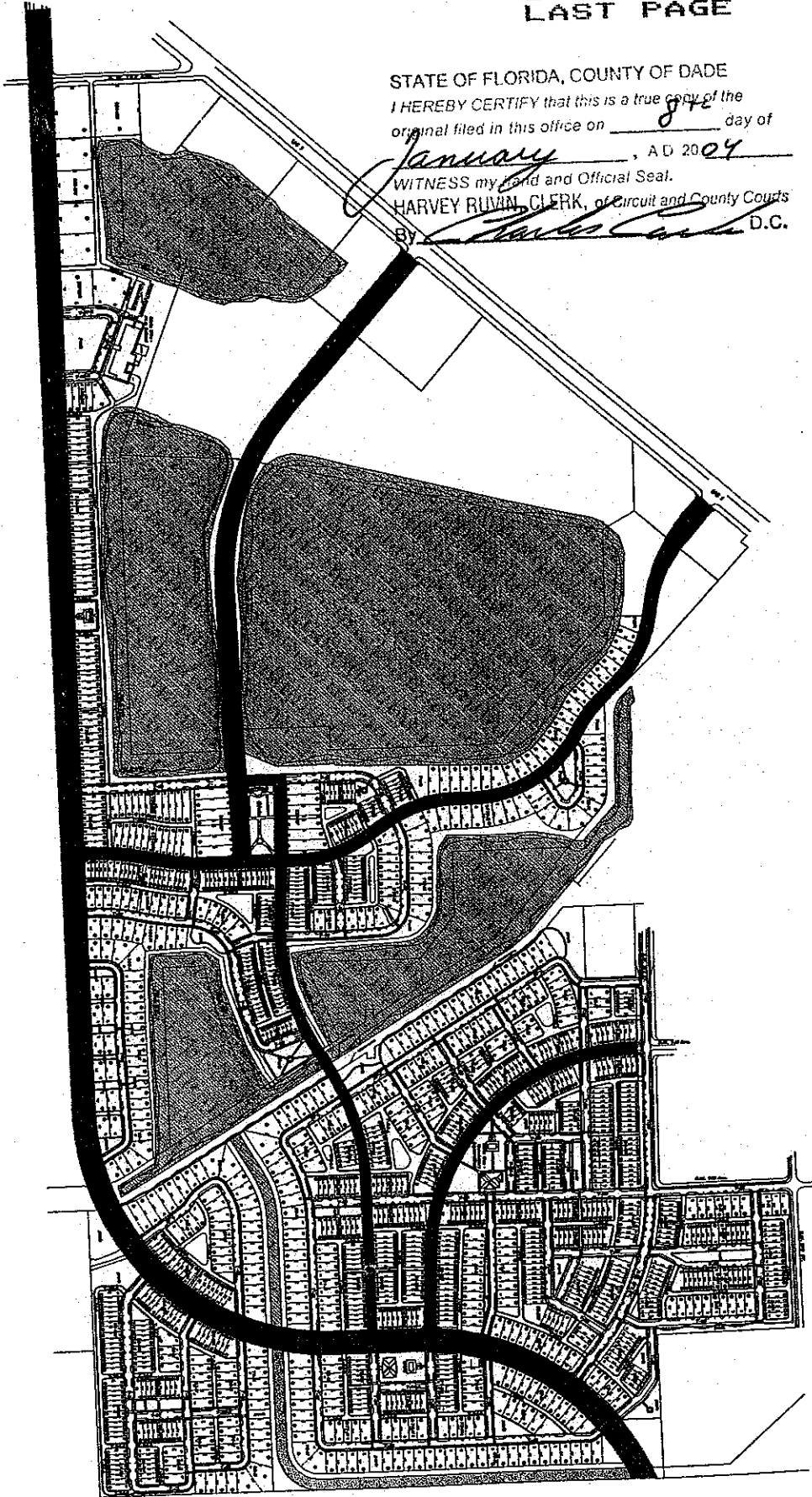


STATE OF FLORIDA, COUNTY OF DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on 8<sup>th</sup> day of  
January, A.D. 2004  
WITNESS my hand and Official Seal.  
HARVEY RUJAN, CLERK, of Circuit and County Courts  
By [Signature] D.C.



SITE DATA

COUNTY



Master Site Plan

Scale: 1" = 300'-0"



North

**CRA Master Plan of Improvements**  
**Mandarin Lakes TND**  
**Miami-Dade County, Florida**

*[Signature]*  
CRA/Improvements, Inc.  
Master Planned  
Community  
Mixed-Use  
Town Centers  
1153 Town Center Drive  
8146-202  
Miami, Florida 33156  
305-461-4444 Fax: 305-461-4444

MP-1

Sheet 1 of 3

DATE: 10/1/03  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
APPROVED BY: [Name]  
DATE: 10/1/03  
REVISIONS: