

This instrument was prepared by:

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Miami, Florida 33131

(Space reserved for Clerk of Court)

MASTER DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 8 day of December, 2014, by and between 107 Avenue Doral Properties, LLC, Florida limited liability company (the "Developer"), and the City of Doral, Florida, a Florida municipal corporation (the "City").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property located within the boundaries of the City, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property");

WHEREAS, the Property is currently designated "Community Mixed Use" on the City's Comprehensive Plan (as herein defined) and zoned Planned Unit Development pursuant to the Land Development Regulations (as herein defined);

WHEREAS, the Developer and the City mutually desire that the Property be developed with a maximum of 1,548 dwelling units, 300,000 square feet of gross leasable area of commercial use, and 75,000 square feet of net leasable area of office use, as permitted by the Comprehensive Plan and the Land Development Regulations (the "Project");

WHEREAS, the Developer and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Chapter 68, Article V, Division 5 of the City's Land Development Regulations.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Developer and the City agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.

2. Definitions.

- a. "Additional Term" is defined in Section 4 of this Agreement.
- b. "Comprehensive Plan" means the City's comprehensive plan meeting the requirements of Chapter 163, F.S.
- c. "Conceptual Master Plan" is that master development plan entitled "Midtown Doral," prepared by Pascual, Perez, Kiliddjian, and Associates, dated October 3, 2014, and approved by the City, which regulates the nature of the streets and blocks and establishes the lots and building sites within the Property and, along with the Pattern Book, govern the future development and subsequent review of all detailed development site plans for the Project.
- d. "Developer" means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.
- e. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, and/or the dividing of land into three or more parcels.
- f. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
- g. "Effective Date" is the date of recording of this Agreement in the Public Records of Miami-Dade County, Florida.
- h. "Entire Term" is the total term of this Agreement.
- i. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government.
- j. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.
- k. "Land Development Regulations" means ordinances, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign

regulation or any other regulations controlling the development of, or construction upon, Land.

- l. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.
- m. "Pattern Book" is the development manual that establishes the setbacks, heights, floor area ratio, building envelope, and other development parameters for the development of the individual building sites identified within the Conceptual Master Plan.
- n. "Project" means the development approved pursuant to the Project Approval.
- o. "Project Approval" is defined in Section 5 of this Agreement.
- p. "Property" is that certain +/-30 acre parcel of real property owned by the Developer, as more particularly described in Exhibit "A" attached hereto.
- q. "Public Facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health system facilities.
- r. "Site Plan" is comprised of a scaled and dimensioned site plan (with landscaping), elevation, and typical floor plans submitted for review and approval and for consistency with the Project Approval, as may be contemplated by Chapter 68, Article V, Division 5, and other applicable provisions of the Land Development Regulations.
- s. "Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, oil, water sewer service, telephone service, telegraph service, radio service, or telecommunication service.

3. Intent. It is the intent of the Developer and the City that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the parties and the purpose and intent of Chapter 68, Article V, Division 5 of the Land Development Regulations. The Developer acknowledges and agrees that this Agreement is not to be construed as a "Development Agreement" pursuant to Section 163.3221, Florida Statutes.

4. Effective Date and Duration.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of thirty (30) years from the Effective Date, after which time it may be extended for a period of ten (10) years after approval by the City Council at a public hearing, unless an

instrument has been recorded agreeing to release, amend, or modify this Agreement in whole, or in part, as provided below.

b. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any moratorium, litigation or challenges that materially limit the ability of the Developer to continue the development of the Project.

5. Permitted Development Uses and Building Intensities.

a. **Permitted Development Uses.** Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the City has accepted and adopted the Conceptual Master Plan and the Pattern Book as the binding development criteria for the Property (collectively, the "Project Approval"). In granting the Project Approval, the City has determined and hereby concurs that the Project is consistent with the City's Comprehensive Plan and that the Project Approval in accordance with the Land Development Regulations. Upon execution of this Agreement, the City confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the City's Comprehensive Plan, and the Land Development Regulations.

b. **Phasing, Density and Intensities, Building Heights, and Setbacks.** The maximum density and intensities, setbacks, and height for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan in effect at the time of site plan approval.

i. **Phasing.** The Project will be developed in three (3) phases as contemplated in the Conceptual Master Plan. While the Conceptual Master Plan contemplates that the Property will be developed in three (3) phases, residential density, and office and retail intensity may be shifted to future phases of Project development so long as said transfer does not result in an overall increase of residential density or office and retail intensity for the Project.

ii. **Density and Intensities.** Maximum density is further determined by the provisions of that certain Settlement Agreement, dated June 12, 2005, as modified by that certain Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06, as modified by the Second Amendment to Settlement Agreement recorded in Official Records Book 28642 at Page 4067 of the Public Records of Miami-Dade County, Florida, and as subsequently amended by that certain Third Amendment to Settlement Agreement recorded in Official Records Book 29252 at Page 1882 of the Public Records of Miami-Dade County, Florida, as it applies to the Property and as may be amended from time to time (collectively, the "Settlement Agreement").

iii. **Height.** The height of the buildings within the Project shall not exceed eight (8) stories; except within Phase III wherein buildings may reach a height of ten (10) stories.

c. **Residential Unit Type Mix.** Subject to the provisions of the Settlement Agreement, the Developer reserves the ability to modify the mix of the residential unit types to convert the mix of unit types between multi-family units and townhome units so long as said modification does not result in an overall increase of residential density for the Project. The reduction of residential density resulting from the modification of the residential unit type mix shall be deemed consistent with the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan.

6. Project Approval.

a. The Project Approval authorizes the development of a Project that currently contemplates a development program as specifically described in the Pattern Book and the Conceptual Master Plan. This development program consists of 1,548 dwelling units, 300,000 square feet of gross leasable area of commercial use, and 75,000 square feet of office use. The development of the Property in conformity with this development program, as provided in the Pattern Book and the Conceptual Master Plan, is referred to herein as the "Project."

b. **Further Development Review.** This Agreement and the Project Approval establish the criteria upon which the Project shall be developed and shall set forth the sole and exclusive limitation upon the development of the Project. Consistent with the foregoing and pursuant to Subsection 68-40(a) of the City's Land Development Code, prior to the issuance of any building permit for any development within any portion of the Property (the "Building Site"), the Developer shall submit a Site Plan for the Building Site that includes the proposed buildings for administrative review and approval by the City's Planning and Zoning Director or as may otherwise be provided in the Land Development Regulations. The Site Plan for each Building Site shall be designed to generally conform to the Project Approval and the applicable provisions of the Land Development Regulations and Comprehensive Plan. Said Site Plan shall include the number of bedrooms, bathrooms, and the square footage of each residential unit shown on the Site Plan for that residential building.

c. Any Site Plan approved pursuant to the provisions of this Paragraph may be modified from time to time in accordance with Section 53-185(d) and Section 68-740 of the City's Land Development Code, as may be amended from time to time. Minor variations to the building placement, building style, and lot configuration may be approved administratively by the Director of the Planning and Zoning Department, or the executive officer of the successor of such Department, as provided in the Land Development Regulations.

d. In the event that the City's Planning and Zoning Director does not approve the Site Plan, the Director shall render his or her decision by notifying the Developer (or its assigns as to such portion of the Property) in writing by certified mail, overnight express delivery, or hand delivery. The Developer, or its assigns, has the right to appeal the administrative decision directly to the City Council for the City Council to determine whether the City's Planning and Zoning Director erred in his or her decision to deny the approval of the Site Plan based on the Site Plan's conformance with this Agreement, the Project Approval, and the applicable provisions of the Land Development Regulations and Comprehensive Plan. The City agrees to process any appeal to the City Council on an expedited basis and, in the absence of a force majeure event, agrees to hear and decide on any appeal within sixty (60) days from receipt of a letter from the Developer requesting such hearing addressed to the City Clerk and the City's

Planning and Zoning Director (or successor thereto), appealing the decision of the City's Planning and Zoning Director to the City Council.

7. Rooftop Amenities. The Developer may construct amenities, including accessory structures, on building rooftops and the top level of parking structures. The amenities may include, but shall not be limited to, recreational facilities, dining and food preparation areas, and landscaping.

8. Maintenance of Common Areas. The common areas of the Property shall be maintained by a homeowners' association, property owners' association, special taxing district, or community development district.

9. Security During Construction. During construction of the Project, Developer shall provide security to those phases under construction from 7:00pm to 7:00am, Monday through Friday, and 24 hours per day on weekends and holidays.

10. Roadway Improvements. In order to address the impacts of the proposed Project on the City and regional roadways, the Developer agrees to address and shall provide certain on-site and off-site roadway improvements to the area's roadway network. The Developer shall construct or cause to be constructed the following roadway improvements, as more particularly set forth below.

- a. The Developer shall restore any existing landscaping, irrigation, and lighting within the NW 107 Avenue median that may be impacted by the roadway improvements made to NW 107 Avenue in connection with the Project.
- b. Modifications to NW 107 Avenue to provide deceleration and/or right turn lanes at certain Project access points along NW 107 Avenue. A larger north-to-east turning radius may be constructed in lieu of turn lanes at the discretion of the Miami-Dade County Public Works and Waste Management Department Traffic Engineering Division.
- c. Dedication of right-of-way to accommodate a roadway width of sixty feet (60') for NW 78 Street to provide two (2) westbound approach lanes (one exclusive left-turn lane and one exclusive right-turn lane). Said dedication shall be made by plat.
- d. Dedication of right-of-way to accommodate a roadway width of sixty feet (60') for NW 82 Street to provide two (2) westbound approach lanes (one exclusive left-turn lane and one shared through/right-turn lane) and an exclusive northbound right-turn lane at the intersection with NW 107 Avenue. A larger north-to-east turning radius may be constructed in lieu of the exclusive northbound right-turn lane at the discretion of the Miami-Dade County Public Works and Waste Management Department Traffic Engineering Division. Said dedication shall be made by plat.
- e. Dedication of right-of-way to accommodate a roadway width of sixty feet (60') for NW 88 Street to provide two (2) westbound approach lanes (one shared through/left-turn lane and one exclusive right-turn lane) and an

exclusive northbound right-turn lane at the intersection with NW 107 Avenue. A larger north-to-east turning radius may be constructed in lieu of the exclusive northbound right-turn lane at the discretion of the Miami-Dade County Public Works and Waste Management Department Traffic Engineering Division. Said dedication shall be made by plat.

- f. The Developer shall prepare and submit to the City and the Miami-Dade County Public Works Departments a traffic signal warrant study for traffic signals at the following intersections of (i) NW 107 Avenue at NW 78 Terrace, (ii) NW 107 Avenue at NW 82 Street, (iii) NW 107 Avenue at NW 88 Street, and (iv) NW 107 Avenue and NW 86 Street in the event that a Project driveway aligns with this existing intersection, within six (6) months of the issuance of the first certificate of occupancy for any building adjacent to each of the respective intersections. If a signal is not warranted or is otherwise rejected by Miami-Dade County, then the Developer shall be relieved of any obligation to construct a signal at such location. If warranted, within six (6) months of the acceptance of the warrant study by the City and Miami-Dade County, the Developer shall prepare and submit plans and diligently process a permit application for said signal to Miami-Dade County. Once permitted by Miami-Dade County, the Developer shall install the signal within six (6) months after the approval of the plans by the Miami-Dade County and the City; provided, however, that the timeframe for the completion of the installation of the signal may be extended by the City's Public Works Director for good cause shown.

It is expressly acknowledged by the parties that the potential traffic signal(s) will constitute a voluntary off-site improvement and that the costs paid by the Developer for the installation of the signal(s) shall be considered a voluntary contribution over and above the applicable Project roadway impact fees. The Developer may seek to apply to Miami-Dade County for a credit against the applicable Miami-Dade County roadway impact fees for off-site roadway improvements pursuant to Chapter 33-E, Miami-Dade County Code. The City agrees to support the Developer's application for an impact fee contribution in lieu of fee determination by the County. However, the Developer's obligation to submit the traffic signal warrant studies and, if warranted, to install the signal(s) is not contingent upon the County's approval of such a credit.

11. Street Lighting. The Developer shall be responsible for installing or causing the installation of street lighting along the rights-of-way adjacent to the Project. Said street lighting shall be installed in connection with the development of each Building Site and shall be operational prior to the issuance of a final certificate of occupancy for any building within that certain Building Site.

12. Pedestrian Connection to Bikeway. The Developer shall provide a pedestrian connection from the Project to the City's adjacent public bikeway.

13. Public Services and Facilities: Concurrency. As of the date of the Project Approval, pursuant to the provisions of Chapter 59 of the City Code, the Project has been found

to meet concurrency standards as set forth in the Comprehensive Plan. The City reserves the right to conduct concurrency reviews and determinations at the time of approval of a site plan for the Project and any modifications thereto, all as provided in Chapter 59 of the City Code.

14. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is inconsistent with the Project Approval. Where construction has occurred on the Property, or any portion thereof, pursuant to a lawful permit issued by the City, and inspections made and approval of occupancy given by the City, then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Agreement.

15. Proximity to Landfill. The Developer shall provide each prospective purchaser or lessee within the Property with a written notification, acknowledgement, waiver, and release recognizing that the Property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill. The Developer shall cause every prospective purchaser or lessee to execute the written notification, acknowledgement, waiver, and release in writing and the Developer shall record the executed written notification, acknowledgement, waiver, and release in the Public Records of Miami-Dade County, Florida. The terms of the Developer's obligation to provide said notification and the form of notification pursuant to Section 53-184 of the Land Development Regulations and attached hereto as Exhibit "B."

16. Reservation of Development Rights. For the Entire Term, the City hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement and in effect at the time of any site plan approvals and modifications thereto.

17. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement.

18. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

19. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by

recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to City at: City Manager
 City of Doral
 8401 N.W. 53rd Terrace
 Doral, Florida 33166

With a copy to: City Attorney
 City of Doral
 8401 N.W. 53rd Terrace
 Doral, Florida 33166

If to Developer at: 107 Avenue Doral Properties, LLC
 c/o Juan J. Mayol, Jr., Esq.
 Holland & Knight, LLP
 701 Brickell Avenue, Suite 3300
 Miami, Florida 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

20. Severability. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

21. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

22. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the City and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the City after public hearing.

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

24. Cumulative Remedies. Nothing contained herein shall prevent the Developer from exercising its rights and remedies it may have under law.

EXHIBIT "A"**Legal Description of the Property:**

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter refer to as Reference Point "A"; thence S88°16'31"W for a distance of 310.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the said West Line of the Northwest 1/4 of said Section 8, for a distance of 386.81 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "A"; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter refer to as Reference Point "B"; thence S88°16'31"W for a distance of 104.00 feet; thence N01°43'29"W for a distance of 100.00 feet; thence S88°16'31"W for a distance of 206.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 408.24 feet; thence N88°16'31"E for a distance of 310.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "B"; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter refer to as Reference Point "C"; thence S88°16'31"W for a distance of 310.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Southwest 1/4 of said Section 8, for a distance of 1258.97 feet; thence N88°16'31"E for a distance of 206.00 feet; thence N01°43'29"W for a distance of 104.32 feet; thence N88°16'31"E for a distance of 104.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "C"; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 1208.64 feet to a point of

curvature of a circular curve to the left, concave to the East; thence Southeasterly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'35" for an arc distance of 5.04 feet; thence S88°16'17"W for a distance of 310.55 feet a point hereinafter refer to a Reference Point "D"; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 1213.66 feet; thence N88°16'31"E for a distance of 310.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "D"; thence S01°43'29"E, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01deg43min29secE, along the last described line for a distance of 315.20 feet; thence S03°11'19"E, along the Easterly Right-of-way Line of N.W. 107th Avenue as recorded in Official Records Book 24939, at Page 4001 of the Public Records of Miami-Dade County, Florida, for a distance of 291.54 feet; thence N89°39'25"E, along a line 730.00 feet North of and parallel with the South Line of the Southwest 1/4 of said Section 8, for a distance of 302.64 feet; thence N01°43'29"W, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 608.96 feet to a point of curvature of a circular curve to the right, concave to the East; thence Northeasterly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'07" for an arc of 5.04 feet; thence S88°16'17"W for a distance of 310.55 feet to the POINT OF BEGINNING.

AND:

A portion of the West 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01deg43min29secE, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 1096.08 feet; thence N88deg16min31secE for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N88deg16min31secE for a distance of 206.00 feet; thence S01deg43min29secE for a distance of 100.00 feet; thence N88deg16min31secE for a distance of 104.00 feet; thence S01deg43min29secE, along the West Line of a 170.00 foot F.P.L. Easement as recorded in Official Records Book 6142, Page 326, for a distance of 50.00 feet; thence S88deg16min31secW for a distance of 104.00 feet; thence S01deg43min29secE for a distance of 104.32 feet; thence S88deg16min31secW for a distance of 206.00 feet to a point on a line 40.00 feet East of and parallel with the West Line of said Section 8; thence N01deg43min29secW, along the last described line for a distance of 254.32 feet to the POINT OF BEGINNING.

EXHIBIT "B"**NOTIFICATION, ACKNOWLEDGMENT, WAIVER AND RELEASE OF
PROXIMITY OF SOLID WASTE FACILITY**

The purchasers (their heirs, successors, assigns), lessees, occupants and residents (hereinafter jointly and severally, the "Covenanters") are hereby advised and hereby acknowledge, agree and covenant as follows:

The subject property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill, both of which are used in connection with the County's solid waste management and disposal activities, and operate 24 hours per day, 7 days a weeks. As a result, occupants of the property may be affected by odors, noise, or dust emanating from the Ash Landfill and Resource Recovery Facility (the "Facility") and truck traffic entering and exiting the Facility during daytime and nighttime hours.

The Covenanters agree that they do not object to the presence of the Resource Recovery Facility or the Ash Landfill, or their respective operations. The Covenanters agree that they waive and shall not raise any objection to the continued operation of the Facility. Further, the Covenanters waive and release Miami-Dade County from any and all liability for any past, present or future claims, and the Covenanters hereby agree not to file any claim or action against Miami-Dade County or the operator of the Facility, pertaining to or arising out of the current operations of the Facility. This waiver and release includes, but is not limited to, both non-constitutional and constitutional claims and actions (including, but not limited to, inverse condemnation, takings and nuisance), of any kind or other constitutional or non-constitutional claims of any kind or nature whatsoever. In the event that any paragraph or portion of this notice is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall affect no other provision of this Notification, Acknowledgment, Waiver and Release ("Notice"), and the remainder of this Notice shall be valid and enforceable in accordance with its terms.