



# CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK  
Page 1 of 1

Transmittal From: Public Works Department  
*Department*

Delivered by: Jennifer Laffita  
*Name*

Date of Transmittal: April 11<sup>th</sup>, 2011

City Clerk's Date Stamp



The following record (master) copy is being transmitted to the Office of the City Clerk:

- Contract
- Agreement
- Lease
- Deed
- Bond Documentation
- Vehicle Title
- Special Magistrate Order
- Other: Original Closing Binder- Purchase of Real Property (Tract 60)

Is this record (master) copy to be recorded with the County Clerk?  Yes  No

Description of Record Copy:

Original Closing Binder- Purchase of Real Property (Tract 60). Includes Original Chicago Title Insurance Company Owner's Policy No. FL2911-46-3197218-2011.7210609-83106883 and an original Survey prepared by Hadonne Corp.

### Office of the City Clerk Administrative Use Only

Received by: Kristina Gomez

Reviewed for completion by Barbara Heuer

Returned to originating Department for the following corrections on NA  
*Date*

Archived in the Office of the City Clerk on 4/12/11 (Date)

Copy provided in electronic format to originating Department on 4/12/11 (Date)

STEARNS WEAVER MILLER  
WESSLER ALHADEFF & SITTERSON, P.A.

150 West Flagler Street, Suite 2200  
Miami, FL 33130  
Office: (305) 789-3200  
Fax: (305) 789-3395

April 7, 2011

**Via Federal Express**

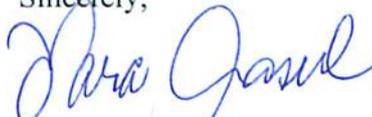
Eric Carpenter, Public Works Director  
City of Doral  
8300 N.W. 53<sup>rd</sup> Street, Suite 200  
Doral, Florida 33166

Re: Purchase of Real Property (Tract 60) by and between Southern Commerce Park at Doral, LLC, a Florida limited liability company ("Seller"), and The City of Doral, a Florida Municipal Corporation

Dear Mr. Carpenter:

With respect to the above-referenced transaction, enclosed is the original Closing Binder, which includes the original Chicago Title Insurance Company Owner's Policy No. FL2911-46-3197218-2011.7210609-83106883 and an original Survey prepared by Hadonne Corp, Eduardo M. Suarez, PSM, Job No. 09091.

Sincerely,



Dara Rasul, Assistant  
for Marina I. Ross, Esq.

Enclosure

RECEIVED  
APR 11 2011 JL  
CITY OF DORAL  
PUBLIC WORKS DEPARTMENT

# CLOSING BINDER

**BUYER:** THE CITY OF DORAL, a Florida Municipal Corporation

**SELLER:** SOUTHERN COMMERCE PARK AT DORAL, LLC,  
a Florida limited liability company

**DATE OF CLOSING:** MARCH 10, 2011

**PROPERTY:** THE EAST 1/2 OF TRACT 60 OF FLORIDA FRUIT LANDS  
COMPANY'S SUBDIVISION NO. 1 ACCORDING TO THE PLAT  
THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17  
OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA;  
SAID PROPERTY BEING SITUATED IN SECTION 17,  
TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE  
COUNTY, FLORIDA

---

1. Contract for Purchase and Sale of Real Property dated July 6, 2010 by and between Seller and Buyer.
2. First Amendment to Contract for Purchase and Sale of Real Property dated August 5, 2010 by and between the Seller and Buyer.
3. Reinstatement of and Second Amendment to Contract for Purchase and Sale of Real Property dated October 27, 2010 by and between the Seller and Buyer.
4. Memorandum of Contract dated October 27, 2010 by and between the Seller and Buyer recorded on November 1, 2010 in Official Records Book 27474 at page 2940 in the Public Records of Miami-Dade County, Florida.
5. Termination of Memorandum of Contract dated March 10, 2011, by and between the Seller and Buyer recorded on March 10, 2011 in Official Records Book 27623 at Page 0544 in the Public Records of Miami-Dade County, Florida.
6. Company Affidavit recorded on March 10, 2011 in Official Records Book 27613 at Page 0548 in the Public Records of Miami-Dade County, Florida.
7. Special Warranty Deed dated March 10, 2011 in favor of Buyer recorded on March 10, 2011 in Official Records Book 27613 at Page 0551 in the Public Records of Miami-Dade County, Florida.
8. Memorandum of Agreement dated March 10, 2011 by and between the Seller and Buyer recorded on March 10, 2011 in Official Records Book 27613 at Page 0554 in the Public Records of Miami-Dade County, Florida.

## CLOSING BINDER

**BUYER:** THE CITY OF DORAL, a Florida Municipal Corporation

**SELLER:** SOUTHERN COMMERCE PARK AT DORAL, LLC,  
a Florida limited liability company

**DATE OF CLOSING:** MARCH 10, 2011

**PROPERTY:** THE EAST 1/2 OF TRACT 60 OF FLORIDA FRUIT LANDS  
COMPANY'S SUBDIVISION NO. 1 ACCORDING TO THE PLAT  
THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17  
OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA;  
SAID PROPERTY BEING SITUATED IN SECTION 17,  
TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE  
COUNTY, FLORIDA

---

9. General Assignment and Assumption Agreement dated March 10, 2011.
10. Assignment of Mitigation Credits and Agreement for Allocation of Obligations dated March 10, 2011.
11. Post Closing Agreement dated March 10, 2011.
12. Closing Statement dated March 10, 2011.
13. Broker's Receipt and Release dated March 8, 2011.
14. Title Affidavit.
15. Affidavit of No Change to Governing Documents.
16. State of Florida Certificate of Good Standing and Articles of Organization for Southern Commerce Park at Doral, LLC, dated March 2, 2011 and Certificate of Good Stand and Articles of Incorporation for Southern Homes of Broward, Inc.
17. The City of Doral, Florida Resolution No. 10 -68.
18. The City of Doral, Florida Resolution No. 10-141.
19. A mark-up of Chicago Title Insurance Company Title Commitment - Revision D (Order No. 3197218) dated March 3, 2011.
20. Chicago Title Insurance Company Owner's Policy No. FL2911-46-3197218-2011.7210609-83106883.

#800535 v1 38903 0000

## CLOSING BINDER

**BUYER:** THE CITY OF DORAL, a Florida Municipal Corporation

**SELLER:** SOUTHERN COMMERCE PARK AT DORAL, LLC,  
a Florida limited liability company

**DATE OF CLOSING:** MARCH 10, 2011

**PROPERTY:** THE EAST 1/2 OF TRACT 60 OF FLORIDA FRUIT LANDS  
COMPANY'S SUBDIVISION NO. 1 ACCORDING TO THE PLAT  
THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17  
OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA;  
SAID PROPERTY BEING SITUATED IN SECTION 17,  
TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE  
COUNTY, FLORIDA

---

21. Survey prepared by Hadonne Corp, Eduardo M. Suarez, PSM, Job No. 09091.
22. Copy of Letter dated November 22, 2010 from the Everglades Mitigation.
23. Copy of Letter dated November 22, 2010 from the National Park Foundation.
24. Copy of Miami-Dade County Department of Environmental Resources Management (DERM) Class IV Wetland Permit No. FW10-029.
25. Copy of Release of Lien – Final Payment from Trans Florida Development Corp dated February 15, 2011.
26. City of Doral Building Department Permit Application dated December 9, 2010.

**CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY**

[a portion of Tract 60, Section 17 – Doral, Florida]

This Contract for Purchase and Sale of Real Property (the "Contract") is made and entered into as of this \_\_\_ day of June, 2010 by and between **SOUTHERN COMMERCE PARK AT DORAL, LLC**, a Florida limited liability company (the "Seller"), and **The CITY OF DORAL**, a Florida Municipal Corporation (the "Buyer").

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. **Definitions.** The following terms when used in this Contract shall have the following meanings:

1.1 **Attorneys' Fees.** All reasonable fees and expenses charged by an attorney for its services and the services of any paralegals, legal assistants or law clerks, including, but not limited to, fees and expenses charged for representation at the trial level and in all appeals.

1.2 **Broker.** G.A. Properties Realty, Inc.

1.3 **Business Day.** Any day that the banks in Miami-Dade County, Florida are open for business, excluding Saturdays, Sundays and legal holidays.

1.4 **Buyer's Address.** The City of Doral, 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166; Attn: Eric Carpenter P.E., Public Works Director; Telephone (305) 593-6740; Telecopy (305) 406-6737.

1.5 **Buyer's Attorney.** Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., Attention: Robert E. Gallagher, Esq. Buyer's Attorney's mailing address is 150 West Flagler Street, Suite 2200, Miami, Florida 33130; Telephone (305) 789-3300; Telecopy (305) 789-3395.

1.6 **Buyer's Costs.** Buyer's documented out-of-pocket costs paid to third-parties with respect to the purchase of the Property including, but not limited to, charges for surveys, lien searches, soil tests, feasibility studies, appraisals, environmental audits, engineering and architectural work, and Attorneys' Fees incurred in the negotiation and preparation of this Contract.

1.7 **Cash to Close.** The Purchase Price, plus the Mitigation Credit Escrow, plus all of Buyer's closing costs specified herein (subject to the adjustments herein set forth), less the Deposit.

1.8 **Closing.** The delivery of the Deed to Buyer concurrently with the delivery of the Purchase Price to Seller, subject to the Holdback and the Mitigation Credit

Escrow being delivered to the Escrow Agent for the Escrow Agent to hold in escrow pursuant to the terms of the Escrow Agreement.

1.9 Closing Agent. Buyer's Attorney as agent for the Title Company shall be the Closing Agent.

1.10 Closing Date. The date of the Closing, which shall occur on the date that is fifteen (15) days following the expiration of the Investigation Period; provided, that if the Closing Date shall fall on a Saturday, Sunday or legal holiday, then the Closing Date shall be the next date that is not a Saturday, Sunday or legal holiday.

1.11 Deed. The Special Warranty Deed that conveys title to the Land from Seller to Buyer.

1.12 Deposit. The sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), together with all interest earned on said sum while it is held in escrow by Escrow Agent in accordance with this Contract.

1.13 Effective Date. The date this Contract is executed by the last party (excluding Escrow Agent).

1.14 Escrow Agent. Buyer's Attorney shall be the Escrow Agent.

1.15 Escrow Agreement. That certain escrow agreement (the form of which will be agreed upon by the parties prior to the expiration of the Investigation Period) to be signed by Buyer, Seller and the Escrow Agent at the Closing governing the rights and duties of Buyer, Seller and Escrow Agent with respect to the holding and disbursing of the Holdback and the Mitigation Credit Escrow in and from escrow.

1.16 INTENTIONALLY DELETED.

1.17 Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

1.18 Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority enacted, adopted, promulgated, entered, or issued that is applicable to Seller, the Land, the "Approval", any of the Permits, or any of the other permits necessary for Seller to commence and complete the "Post Closing Site Preparation Work" (as those terms are hereinafter defined).

1.19 Hazardous Material. Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, hazardous wastes or substances or toxic wastes or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous

#321455 38903-0000

materials," "toxic materials" or "toxic substances" under any applicable Governmental Requirements.

1.20 Holdback. That portion of the Cash to Close in the amount of Six Hundred Eighty-Seven Thousand Five Hundred and No/100 (\$687,500.00) Dollars (such amount being equal to one hundred twenty-five percent (125%) of Seller's budget for the Post-Closing Site Preparation Work) to be delivered to Escrow Agent at Closing for the Escrow Agent to hold in and disburse from escrow pursuant to the terms of the Escrow Agreement.

1.21 Intended Improvements. The public works facility to be constructed on the Land by Buyer.

1.22 Investigation Period. The period of time beginning on the Effective Date and ending on 5PM, local time, on the thirtieth (30<sup>th</sup>) calendar day after the Effective Date.

1.23 Land. That certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all property rights, easements, privileges and appurtenances thereto and all leases, rents, and profits derived therefrom.

1.24 Mitigation Credit Escrow. The amount of One Hundred Sixty-Two Thousand Five Hundred Seven and 12/100 Dollars (\$162,507.12) (such amount being equal to fifty percent (50%) of the cost of the Mitigation Credits under the Mitigation Contract and the Mitigation Credit Reservation Letter, less the Buyer's Portion of the Mitigation Contract Deposit) to be paid by Buyer in addition to the Purchase Price to cover the cost of the "Buyer's Mitigation Credits" being purchased by and assigned to Buyer under the "Mitigation Contract" and the "Mitigation Credit Reservation Letter" (as those terms are hereinafter defined). Buyer shall deliver the Mitigation Credit Escrow to the Escrow Agent at Closing for the Escrow Agent to hold in and disburse from escrow pursuant to the terms of the Escrow Agreement.

1.25 Permits. The Department of the Army Permit No. SAJ-2007-02674 (IP-INS) (the "ACOE Permit"), and the South Florida Water Management District Environmental Resource Permit No. 13-03714-P (the "SFWMD Permit").

1.26 Post-Closing Site Preparation Work. The clearing, grubbing, demucking, filling and compaction to an elevation of 6.5 feet of the 3.42 acre building pad located on the Land and the roadways located on the Land, as such building pad and roadways are shown on the Site Plan.

1.27 Post-Closing Site Preparation Work Completion Date. The day that is four (4) months after the Closing Date; provided, however, such four (4) month period shall be subject to extension due to any delay in Seller's performance of the Post-Closing Site Preparation Work caused by the acts or omissions of Buyer (or any of its employees, agents and/or contractors) as well as for force majeure events including, without limitation,

acts of god, hurricane or other severe weather events, a Governmental Authority's delay in issuing, failure to issue, or revocation of the issuance of a permit (or the modification of any existing permit) or inspection required to commence or complete Post-Closing Site Preparation Work through no fault of Seller, or any other event beyond the control of Seller.

1.28 Property. The Property Records and the Land.

1.29 Property Records. Copies of all the following documents relating to the Land to the extent they are physically located within Seller's corporate offices: (i) all leases affecting the Land that are currently in effect; (ii) all licenses, permits, authorizations and approvals issued to Seller by any Governmental Authority affecting the Land which are currently in effect; (iii) Seller's title insurance policy covering, and latest survey of, the Land; (iv) all written soil, engineering and environmental reports and audits prepared by or on behalf of Seller; and (v) all material correspondence addressed to Seller, other than attorney/client privileged correspondence, which discloses, claims or alleges that (a) the Land is in violation of any Governmental Requirements, which violation remains uncured as of the Effective Date, or (b) any Hazardous Material is on or in the Land in violation of any Governmental Requirement, which violation remains uncured as of the Effective Date.

1.30 Purchase Price. The sum of Two Million Seven Hundred Fifty Thousand and No/100 Dollars (\$2,750,000.00).

1.31 Seller's Address. Southern Commerce Park at Doral, LLC, 12900 S.W. 128<sup>th</sup> Street, Suite 200, Miami, Florida 33186, Attention: Hector Garcia; Telephone (305) 971-0102; Telecopy (305) 971-0190.

1.32 Seller's Attorney. Sheitelman Law, PA, Attention: Michael S. Sheitelman, Esq. Seller's Attorney's mailing address is 3858-S Sheridan Street, Hollywood, Florida 33021; Telephone (954) 967-2350; Telecopy (954) 839-6454.

1.33 Seller's Retained Land. Any real property adjacent to the Land owned by Seller as of the Effective Date.

1.34 Site Plan. Buyer's site plan for the Land attached hereto and made a part hereof as Exhibit "B". Subject to the conditions and limitation set forth in Section 8.7 of this Contract, Buyer shall have the right to modify the Site Plan from time to time.

1.35 Title Commitment. An ALTA title insurance commitment (Florida Current Edition) from the Title Company agreeing to issue the Title Policy to Buyer upon satisfaction of the B-1 Requirements of the Title Commitment.

1.36 Title Company. TICOR Title Insurance Company or such other nationally recognized title insurance company licensed to write title insurance in the State of Florida approved by Buyer.

1.37 Title Policy. An ALTA Owner's Title Insurance Policy (Florida Current Edition) with Florida modifications in the amount of the Purchase Price insuring Buyer's title to the Land, subject only to exceptions as agreed to by Buyer as set forth herein.

2. Purchase and Sale. Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase and acquire the Property from Seller on the terms and conditions hereinafter set forth.

3. Purchase Price. The Purchase Price shall be paid as follows:

3.1 Deposit. Within three (3) Business Days after the Effective Date, Buyer will deliver to Escrow Agent the Deposit. The Deposit shall be placed by Escrow Agent in an interest-bearing escrow account with a commercial or savings bank the deposits of which are insured by the FDIC.

3.2 Cash to Close. The Cash to Close and the Deposit shall be paid to Seller at Closing, subject to the Holdback being held by Escrow Agent pursuant to the terms of the Escrow Agreement, in accordance with the closing procedure hereinafter set forth. Buyer shall receive a credit at Closing for the Deposit and any interest earned thereon.

4. Investigation Period.

4.1 Suitability for Use. During the Investigation Period, Buyer shall determine, in its sole discretion, whether the Land is suitable for Buyer's intended use.

4.2 Seller's Delivery of Property Records. Within three (3) Business Days after the Effective Date, Seller shall deliver to Buyer the Property Records.

4.3 Buyer's Inspection of the Property. At all times while this Contract remains in effect, Buyer shall have the right to enter upon the Land and to make all inspections and investigations of the condition of the Land which it may deem necessary (including, but not limited to, soil borings, percolation tests, engineering and topographical studies, investigations of zoning and the availability of utilities), all of which shall be undertaken at Buyer's cost and expense. If this Contract is terminated for any reason other than due to a default by Seller, then Buyer shall repair all damage to the Land caused by any inspections or investigations thereof done by or at the direction of Buyer, normal wear and tear and loss due to weather conditions and events excluded. Buyer's obligations under this Section shall survive the termination of this Contract.

4.4 Indemnification. Buyer shall indemnify, defend and hold Seller harmless from and against all causes of action, claims, demands, losses, damages and liabilities, including Attorneys' Fees, incurred by Seller as a result of or arising from any act or omission of Buyer (or any of its employees or contractors) while performing any test, inspection or investigation of or to the Land. Buyer's obligations under this Section shall survive the Closing or any earlier termination of this Contract.

**4.5 Buyer's Right to Terminate** Buyer may elect to terminate this Contract at any time before the end of the Investigation Period by written notice to Seller and to Escrow Agent sent in accordance with Section 20 of this Contract. If Buyer timely sends such termination notice in accordance with Section 20 of this Contract, then Escrow Agent shall return to Buyer the Deposit, this Contract shall be terminated and, except as otherwise specifically set forth in this Contract, neither Buyer nor Seller shall have any further rights or obligations hereunder. If, however, Buyer does not timely send such termination notice in accordance with Section 20 of this Contract, then Buyer shall have waived its right to terminate this Contract under this Section 4.

**5. Title.**

**5.1** Buyer shall obtain: (a) a Title Commitment from a title agent selected by Buyer (the "Title Agent") for the issuance of a Title Policy covering the Land from the Title Company; and (b) a survey of the Land prepared by a land surveyor selected by Buyer that is registered in the State of Florida, which survey meets at least the minimum technical standards for surveys as set forth in Florida Statutes and Florida Administrative Code, reflects the acreage of the Land and is certified to the parties, the Title Agent, the Title Company and such other persons as either party may request (the "Survey"). Buyer shall deliver a copy of the Title Commitment (together with copies of all instruments reflected therein) and the Survey (as well as all updates to the Title Commitment and/or Survey) to Seller within five (5) days after receiving the later of: (y) the Title Commitment; or (z) the Survey.

**5.2** Buyer shall have the right to object to any exception to title set forth in the Title Commitment or matters reflected on the Survey by delivering a written notice of such objections (the "Title Objection Letter") to Seller that is received by Seller within twenty (20) days after the Effective Date. If Seller does not timely receive the Title Objection Letter, then Buyer shall have waived its right to object to any matters relating to the status of title to the Land, except as to those matters described in Section 5.3 below. If Seller timely receives the Title Objection Letter, then Seller shall have the right to deliver to Buyer, within five (5) days after it receives the Title Objection Letter, written notice as to which objections in the Title Objection Letter Seller will cure (the "Title Cure Letter") by Closing, if any, and Seller shall be obligated to cure by Closing all matters to which it agrees to cure in its Title Cure Letter. If Seller fails to deliver its Title Cure Letter to Buyer, or delivers its Title Cure Letter but refuses therein to cure all of the objections in the Title Objection Letter, then in either such instance Buyer shall have the right to terminate this Contract by written notice to Seller and to Escrow Agent sent before the end of the Investigation Period in accordance with Section 20 of this Contract. If Buyer timely sends such termination in accordance with Section 20 of this Contract, then Escrow Agent shall return to Buyer the Deposit, this Contract shall be terminated and, except as otherwise specifically set forth in this Contract, neither Buyer nor Seller shall have any further rights or obligations hereunder. If, however, Buyer does not timely send such termination notice in accordance with Section 20 of this Contract, then Buyer shall have waived its right to terminate this Contract under this Section 5.

5.3 Except for those matters that Seller expressly agrees to cure in its Title Cure Letter, Seller shall have no obligation whatsoever to cure any matter objected to by Buyer in its Title Objection Letter, provided, however, Seller shall, by Closing, take the necessary action to satisfy, delete and/or discharge from the Title Commitment and/or public record (as applicable) the following matters: (a) the B-2 Standard Exceptions of the Title Commitment relating to the "gap exception", the "parties-in-possession exception" and the "mechanic's lien exception"; (b) any liens recorded against the Land arising from labor, services, materials and/or supplies performed for or provided to Seller in connection with any improvement made to or upon the Land by Seller prior to Closing; (c) any mortgages and related loan documents recorded against the Land securing any payment and/or performance obligation of Seller; (d) any liquidated claims, judgments, taxes or other matters affecting the status of title to the Land that is otherwise curable by the payment of a set, liquidated amount without resort to litigation; and (e) any matter affecting the status of title to the Land created by Seller first appearing in the public records after the original effective date of the Title Commitment that is not permitted or contemplated by this Contract. If Seller breaches its obligations under this Section 5.3, then such breach shall be a default by Seller and Buyer shall have those rights and remedies available to it under Section 18.1 of this Contract.

6. INTENTIONALLY DELETED.

7. Seller's Representations.

7.1 Representations and Warranties. Seller hereby represents and warrants to Buyer as follows:

7.1.1 Seller's Existence. Seller is a limited liability company duly created under the laws of the State of Florida whose status is active in the State of Florida, and that it has the requisite legal authority to own and sell the Property, to enter into this Contract, to comply with the terms of this Contract, and to perform the obligations incurred hereunder, and all required action has been taken by Seller to make this Contract valid and binding upon it.

7.1.2 Authority. The person executing this Contract on behalf of Seller is duly authorized to execute and bind Seller to this Contract and all other agreements, documents and instruments executed and to be executed in connection with the transaction contemplated herein.

7.1.3 No Legal Bar. The execution by Seller of this Contract and the consummation by Seller of the transaction hereby contemplated does not: (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Land; (b) result in the imposition of any lien or encumbrance upon the Land under any indenture, agreement, instrument or obligation to which Seller is a party or by which Seller or the Land is bound; or (c) to the best of Seller's knowledge, constitute a violation of any Governmental Requirement.

7.1.4 No Default. Seller is not in default under any indenture, mortgage, deed of trust, loan document or other similar type of security instrument to which Seller is a party and which affects any portion of the Land.

7.1.5 Compliance With Governmental Requirements. To the best of Seller's knowledge, Seller and the Land are in compliance with all Governmental Requirements in all material respects.

7.1.6 Title. Seller is the owner of the Land in fee simple and, at Closing, Seller shall convey to Buyer good and marketable title to the Land in fee simple subject only to the "Permitted Exceptions" (as hereinafter defined).

7.1.7 Litigation. To the best of Seller's knowledge, there are no pending, threatened or contemplated actions, suits, proceedings or investigations (including, without limitation, any condemnation or similar proceeding) against Seller or the Land affecting any portion of the Land or Seller's ability to convey the Land to Buyer.

7.1.8 No Hazardous Material. Seller has not used the Land for the handling, storage, transportation or disposal of Hazardous Material in violation of any Governmental Requirement and, to the best of Seller's knowledge based solely on the environmental reports and assessments delivered to Buyer as part of the Property Records, the Land was not used for the handling, storage, transportation or disposal of Hazardous Material in violation of any Governmental Requirement prior to the acquisition thereof by Seller, except as may be disclosed in such environmental reports and assessments.

7.1.9 No Special Assessments. To the best of Seller's knowledge, no portion of the Land is affected by any special assessments imposed by any Governmental Authority, except for any such special assessments that may be disclosed in: (a) the Title Commitment; (b) any lien search of the Land; or (c) the tax bill covering the Land.

7.1.10 Parties in Possession. There are no parties other than Seller in possession of any portion of the Land.

7.1.11 Commitments to Governmental Authorities. No commitments relating to the Land have been made by Seller or, to the best of Seller's knowledge, any other party, to any Governmental Authority, utility company, school board, church or other religious body, any homeowner association or any other organization, group or individual which commitment would impose an obligation upon Buyer to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Land, except for those fees, costs, expenses, obligations, contributions, dedications and improvements required by: (a) the Approval; (b) the Permits; and (c) Governmental Requirements generally applicable to the development, construction, use, occupancy and operation of property and improvements thereto or thereon.

**7.1.12 Governmental Impositions.** To the best of Seller's knowledge, Seller has not received any written correspondence from any Governmental Authority notifying Seller that a developer of the Land is required to pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the development of the Land, except for those fees, costs, expenses, obligations, contributions, dedications and improvements required by: (a) the Approval; (b) the Permits; and (c) Governmental Requirements generally applicable to the development, construction, use, occupancy and operation of property and improvements thereto or thereon.

**7.1.13 Adverse Information.** To the best of Seller's knowledge, Seller does not know of any fact or condition not already known to Buyer, to its actual knowledge, which would prevent Buyer's use of the Land for the Intended Improvements.

**7.1.14 Post-Closing Site Preparation Work.** Seller has obtained the Permits and the same are open and in good standing. To the best of Seller's knowledge, the only other permits (in addition to the Permits) necessary to commence the Post-Closing Site Preparation Work are as follows: (a) Department of Environmental Resources Management Permit to be issued by Miami-Dade County (the "DERM Permit"), which DERM Permit will be issued after Seller's purchase of the "Mitigation Credits" (as hereinafter defined) under the Mitigation Contract and the Mitigation Credit Reservation Letter; and (b) Soils Improvement Permit to be issued by Buyer (the "Soils Permit").

**7.2 Definition of "Seller's Knowledge".** The parties hereby acknowledge and agree that any reference to "Seller" and to "the best of Seller's knowledge", "the best knowledge of Seller", "to the knowledge of Seller" and phrases of similar import shall mean and refer solely and exclusively to Hector Garcia (and of no other officer, director, employee, agent, attorney, consultant or contractor of Seller) and to the actual knowledge of Hector Garcia (and of no other officer, director, employee, agent, attorney, consultant or contractor of Seller) after due inquiry to the Seller's respective employees.

**7.3 Survival of Representations.** All of the representations, warranties, covenants, agreements and statements of Seller set forth in this Section 7 of this Contract shall be true and correct upon Seller's execution of this Contract and shall be true and correct as of the Closing Date. With exception to the representation in Section 7.1.14 of this Contract, none of the representations, warranties, covenants, agreements or statements of Seller set forth in Section 7 of this Contract shall survive the Closing or any earlier termination of this Contract.

## **8. Affirmative Covenants.**

**8.1 Acts Affecting Property.** From and after the Effective Date through the Closing Date, Seller will not: (a) perform any clearing, grubbing, demucking, filling or compaction of the Land; (b) construct or remove any improvements on or from the Land; (c) enter into any agreement, document or instrument not permitted or contemplated by this Contract that affects all or any portion of the Land which, by its own terms, does not terminate prior to Closing; or (d) commit any nuisance upon the Land.

**8.2 Maintenance of Property.** From and after the Effective Date through the Closing Date, Seller will observe all Governmental Requirements affecting the Land and its use.

**8.3 No Changes in Laws.** Seller will advise Buyer promptly of any written correspondence received by Seller from any Governmental Authorities concerning information which adversely affects the Land.

**8.4 Application(s) for Permits.** Subject to the conditions and limitations set forth hereinafter, from and after the Effective Date through the Closing Date, upon the request of Buyer, Seller shall promptly execute and deliver to Buyer such consents, joinders or other authorizations required by any Governmental Authority for Buyer to submit thereto and process therewith any application for any permit required for Buyer to construct the Intended Improvements and any ancillary facilities related thereto on the Land (a "Buyer's Permit"). Buyer shall pay any and all fees relating to any such applications. If, however, this Contract is terminated for any reason after any Buyer's Permit is issued to Buyer, then Buyer shall be obligated to terminate and close all such Buyer's Permit at its sole cost and expense; provided, however, in the event this Contract is terminated due to a Seller default, then Seller shall pay the cost of Buyer terminating and closing all such Buyer's Permits. Notwithstanding anything to the contrary contained in this Section or elsewhere in this Contract, Seller shall have no obligation to give any consent, joinder or authorization to Buyer with respect to, and Buyer hereby covenants and agrees not to make any application for, any new (or any modification to any existing) approval, permit, license or other authorization from the Department of the Army, the South Florida Water Management District or the Department of Environmental Resources Management for Miami-Dade County in connection with the Land or the Intended Improvements, except as otherwise provided in Section 8.7.6. It is acknowledged by the parties that the foregoing sentence shall not prohibit Buyer from seeking prior to Closing or during the "Exclusive Work Period" (as hereinafter defined) any approval, permit, license or other authorization sought by Buyer in connection with the "vertical" construction of the Intended Improvements (e.g., building permit) that is not related to the Post-Closing Site Preparation Work or the "Development Permits" (as hereinafter defined). The covenants, agreement and obligations of the parties under this Section shall survive the Closing and any earlier termination of this Contract.

**8.5 Further Assurances.** In addition to the obligations required to be performed by the parties at the Closing, each party agrees to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as the other party may reasonably request in order to effectuate the consummation of the transactions contemplated in this contract, including to vest title to the Land in Buyer. This Section shall survive the Closing.

**8.6 Separate Tax Folio.** In the event that the Land does not have a unique tax folio or tax identification number, then Seller covenants and agrees to cooperate with Buyer and facilitate in Buyer's efforts to have a unique tax folio or tax identification number

issued for the Land, which tax folio or tax identification number will include no other property than the Land. This Section shall survive the Closing.

**8.7 Post-Closing Site Preparation Work; Modification of the Approval and Development Permits; Buyer's Application for SFWMD ERP Permit.**

8.7.1. Seller shall complete the Post-Closing Site Preparation Work by the Post-Closing Site Preparation Work Completion Date (as the same may be extended pursuant to the terms of this Contract) at no additional cost or expense to Buyer. The parties hereby acknowledge and agree, however, that the Post-Closing Site Preparation Work that Seller has agreed to perform and complete at no additional cost or expense to Buyer is based on the Site Plan attached hereto as Exhibit "B". Buyer shall be permitted to modify the Site Plan at any time and from time to time (an "Amended Site Plan"); provided, however, if Buyer amends the Site Plan or an Amended Site Plan (as the case may be) after Seller commences the Post-Closing Site Preparation Work, Seller shall nevertheless only be obligated to perform and complete the Post-Closing Site Preparation Work pursuant to the Site Plan or Amended Site Plan in effect at the time the Post-Closing Site Preparation Work commenced. If the Post-Closing Site Preparation Work is to be performed pursuant to any Amended Site Plan and the amount of Post-Closing Site Preparation Work to be performed pursuant to such Amended Site Plan is greater than the amount of Post-Closing Site Preparation Work to be performed pursuant to the Site Plan attached hereto as Exhibit "B", then: (a) an engineer, subject to the reasonable approval of both Buyer and Seller will give a certified cost estimate of the additional work necessary to perform and complete the Post-Closing Site Preparation Work based on the Amended Site Plan (the "Additional Cost"); and (b) Buyer shall be obligated to pay for any such Additional Cost as they are incurred by Seller or are otherwise payable to any contractor of Seller. If Buyer fails to timely pay for any Additional Cost to Seller or a contractor of Seller, as the case may be, then Escrow Agent shall promptly deliver the Holdback to Seller and Seller shall be relieved from performing or completing any further Post-Closing Site Preparation Work until said Additional Cost is paid for by Buyer.

8.7.2 From and after the Closing Date until the Post-Closing Site Preparation Work has been completed, Seller (and its employees, agents and contractors) shall be permitted to enter upon the Land to perform the Post-Closing Site Preparation Work. Seller shall obtain prior to commencing the Post-Closing Site Preparation Work and maintain through its completion commercial general liability insurance in the amounts of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate, which insurance shall name Buyer as an additional insured and be from an insurance company licensed to do business in the State of Florida reasonably acceptable to Buyer. Seller shall provide Buyer with a copy of a certificate of insurance which evidences compliance with the foregoing insurance obligation.

8.7.3 The parties hereby acknowledge that Seller has obtained approval from the applicable Governmental Authorities to develop the Land and Seller's Retained Land, collectively, as commercial offices (the "Approval"). The parties hereby further acknowledge and agree that Seller has obtained the Permits from the applicable

#321455 38903-0000

Governmental Authorities based on its contemplated development of the Land and Seller's Retained Land under the Approval. Promptly after the Closing Date, Seller shall: (a) purchase (subject to Escrow Agent releasing the Mitigation Credit Escrow to Seller for use in purchasing) the Mitigation Credits under the Mitigation Contract and the Mitigation Credit Reservation Letter for both the Land and the Seller's Retained Land, and provide proof of such purchase to Buyer; (b) make application for the DERM Permit; (c) make application for the Soils Permit; and (d) make application to modify the Approval so that it does not affect the Land. Promptly after receiving the DERM Permit and the Soils Permit, Seller shall give all required notices and take all other actions required under the Permits, DERM Permit and Soils Permit (such permits, together with any other permit that may be necessary to commence the Post-Closing Site Preparation Work, are referred to herein collectively as the "Development Permits") to commence the Post-Closing Site Preparation Work and, once Seller commences the Post-Closing Site Preparation Work, Seller shall diligently pursue the same to completion.

8.7.4 Seller shall complete the Post-Closing Site Preparation Work in a workmanlike manner free from: (a) all liens; and (b) violations of Governmental Requirements. If, in connection with Seller's performance of the Post-Closing Site Preparation Work, any lien is recorded against the Land or notice of violation by a Governmental Authority is issued, then Seller shall: (y) discharge such lien within ten (10) days after learning of the same either by payment or by transfer to bond; and/or (z) cure such violation promptly after learning of the same. Seller shall indemnify, defend and hold Buyer harmless from and against all causes of action, claims, demands, losses, damages and liabilities, including Attorneys' Fees, arising from any act or omission of Seller (or any of its employees, agents and/or contractors) in performing the Post-Closing Site Preparation Work.

8.7.5 The Post-Closing Site Preparation Work shall be deemed completed upon the following (if applicable and, to the extent applicable, as it relates only to the Land): (a) satisfaction of each condition in the Development Permits as the same relate only to the Land; (b) submission of the required certifications under the ACOE Permit, the SFWMD Permit and the DERM Permit with respect to the Post-Closing Site Preparation Work performed on the Land; and (c) any final inspection and closing out of the Soils Permit. If Seller fails to complete the Post-Closing Site Preparation Work by the Post-Closing Site Preparation Work Completion Date (as the same may be extended pursuant to the terms of this Contract) or otherwise fails to comply with any of its obligations under Sections 8.7.3, 8.7.4 and 8.7.5 (a) through (c) above, then Buyer, as its sole and exclusive remedy for any such failure, shall have the right to: (y) use the proceeds of the Holdback (such proceeds to be disbursed from escrow in a manner similar to the disbursement of proceeds under a construction loan – i.e., draw request, copies of paid invoices and lien releases) to complete the Post-Closing Site Preparation Work and/or cure any such other failure of Seller; and (z) required that Seller assign to Buyer the "Buyer's Mitigation Credits" (as hereinafter defined) and Seller's rights under the Development Permits as the same relates to the Land. Upon the completion of the Post-Closing Site

Preparation Work (whether by Seller or Buyer), the entire Holdback (or remaining proceeds thereof if Buyer used any of the same as allowed hereunder) shall be released to Seller.

8.7.6 Notwithstanding anything to the contrary contained in this Contract, Buyer shall be prohibited from meeting with and/or making any application to the Department of the Army, the South Florida Water Management District and the Department of Environmental Resources Management for Miami-Dade County for or in connection with any new (or any modification to any existing) approval, permit, license or other authorization from the Department of the Army, the South Florida Water Management District or the Department of Environmental Resources Management for Miami-Dade County that relate to the Land, the Intended Improvements or the Development Permits until the earlier to occur of: (a) the date that is ninety (90) days after the Closing Date; and (b) the date on which Seller completes the Post-Closing Site Preparation Work and the Holdback is released to Seller. The time period in the preceding sentence is referred to herein as the "Exclusive Work Period". After the expiration of the Exclusive Work Period, Buyer and Seller agree to cooperate with each other to modify the SFWMD Permit (the "SFWMD Permit Modification") in such a manner that: (v) contemplate two (2) phases (i.e., one phase for the Land and a second phase for the Seller's Retained Land; (w) does not adversely affect any of Seller's vested rights under any of the Development Permits with respect to the Seller's Retained Land; (x) makes Buyer the applicant and permittee under the SFWMD Permit Modification; (y) retains Seller as the permittee under the SFWMD Permit; and (z) allocates all special or specific conditions of the SFWMD Permit and SFWMD Permit Modification between the Land and the Seller's Retained Land based upon the respective development thereof. Buyer and Seller each agree to indemnify and hold the other harmless from and against any claims, demands, losses, damages and liabilities, including Attorneys' Fees, arising from such party's failure to comply with any general, special or specific condition in the SFWMD Permit and SFWMD Permit Modification applicable to the property owned by said party. At Closing, Buyer and Seller agree to execute the Memorandum of Understanding (the "MOU"), a copy of which is attached hereto and made a part hereof as Exhibit "C" and record the MOU in the Public Records of Miami-Dade County, Florida against the Land and Seller's Retained Land.

8.7.7 Subject to the terms, conditions and limitations of this Contract, each party covenants and agrees, at its own cost and expense, within ten (10) days after the request of the other party, to execute and deliver to the requesting party such consents, joinders, authorizations and other materials required by a Governmental Authority for the requesting party to submit thereto and process therewith any form, application, document, agreement or instrument necessary to modify and/or obtain any of the permits or approvals, or any modification to any permit or approval, contemplated in this Contract, including without limitation, the Approval and the SFWMD Permit Modification.

8.7.8 If, as a result of any application made by Buyer for any new permit or approval, or any modification to any existing permit or approval (including, without limitation, any application to the Department of the Army, the South Florida Water Management District or Miami-Dade County), for the Land prohibits Seller from working on the Post-Closing Site Preparation Work (a "Site Work Moratorium"), then the Post-Closing

#321455 38903-0000

Site Preparation Work Completion Date shall be extended by one (1) day for each day that there is a Site Work Moratorium. In the event one or more Site Work Moratoriums, in the aggregate, exceeds one (1) month, then: (a) promptly after such occurrence (i) an amount equal to the actual costs incurred by Seller through such date to third parties in conducting the Post-Closing Site Preparation Work shall be released from the Holdback to Seller, and (ii) an amount equal to Eighty-Two Thousand Five Hundred and No/100 (\$82,500.00) Dollars (such amount being equal to fifteen percent (15%) of the budget on which the Holdback has been estimated) shall be released from the Holdback to Seller; (b) continuing thereafter, no more than once per month, a portion of the Holdback equal to the actual costs incurred by Seller, in the immediately prior month, to third parties in conducting the Post-Closing Site Preparation Work shall be released from the Holdback to Seller; and (c) upon completion of the Post-Closing Site Preparation Work and satisfaction of the conditions set forth in Section 8.7.5 of this Contract, the remaining balance of the Holdback shall be released to Seller. Any payment under (a)(i) and (b) above shall be based on invoices received from or evidence of payment to the third parties who performed such work, subject to the reasonable approval of Buyer and Seller. If any Site Work Moratorium (whether individually or collectively) causes such delays in the performance and completion of the Post-Closing Site Preparation Work that the cost to complete the same increases, then Buyer shall be obligated to pay for any such increased costs as they are incurred by Seller or are otherwise payable to any contractor of Seller. If the parties are unable to agree upon the increased cost, then an arbitrator, subject to the reasonable approval of both Buyer and Seller, will determine the increased cost necessary to perform and complete the Post-Closing Site Preparation Work based on the Amended Site Plan which determination shall be binding on the parties. If, after the amount of the increased costs are agreed upon by the parties or determined by the arbitrator, Buyer fails to timely pay any such increased costs to Seller or a contractor of Seller, as the case may be, then Escrow Agent shall promptly deliver to Seller an amount equal to One Hundred Thirty-Seven Thousand Five Hundred and No/100 (\$137,500.00) Dollars (such amount being equal to twenty-five percent (25%) of the budget on which the Holdback has been estimated) less any amount paid to Seller under (a)(ii) above and Seller shall be relieved from performing or completing any further Post-Closing Site Preparation Work until said increased costs are paid for by Buyer.

All of Section 8.7 shall survive the Closing of this Contract.

9. Buyer's Representations. Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Closing Date as follows:

9.1 Buyer's Existence and Authority. Buyer is a Florida Municipal Corporation and Buyer has the full power and authority to purchase the Property from Seller, enter into this Contract, and to comply with the terms of this Contract.

10. Conditions to Buyer's Obligation to Close.

10.1 Buyer shall not be obligated to close under this Contract unless and until each of the following conditions are either fulfilled or waived by Buyer in writing:

**10.1.1 No Default.** Seller is not in default (giving effect to applicable notice and cure provisions) of any term, covenant or condition of this Contract.

**10.1.2 Post-Closing Site Preparation Work.** The Permits are open and in good standing.

**10.2 Failure to Satisfy Conditions.** If there is a failure of the condition set forth in Section 10.1.1 or Section 10.2.2 and such failure is not waived by Buyer in writing on or before the Closing Date, then the same shall be a default (subject, however, to notice and cure provisions) by Seller and Buyer shall have those rights and remedies available to it under Section 18.1.

**11. Closing.** Subject to all of the provisions of this Contract, Buyer and Seller shall close this transaction on the Closing Date commencing at 10:00 a.m. at the office of Buyer's Attorney.

**12. Seller's Closing Documents.**

**12.1 Documents.** In addition to any other agreement, document or instrument required to be delivered by a party at the Closing pursuant to the terms of this Contract, at Closing, each party shall execute and deliver to the other (as applicable) the following documents (collectively, the "Closing Documents"):

**12.1.1 Deed.** Seller shall execute and deliver to Buyer the Deed in recordable form so as to convey to Buyer fee simple title to the Land subject only to those matters which will expressly appear as Schedule B-1 Exceptions on the Title Policy based on the marked-up Title Commitment at the Closing after the parties take all actions pursuant to Section 5 of this Contract (collectively, the "Permitted Exceptions").

**12.1.2 Seller's No Lien, Gap and FIRPTA Affidavit.** Seller shall execute and deliver to Buyer a "Title Affidavit" in usual and customary form sufficient to delete the "gap exception", the "parties-in-possession exception" and the "mechanic's lien exception". In addition, the Title Affidavit shall also include a certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by Buyer.

**12.1.3 General Assignment and Assumption.** Each party shall execute and deliver to the other a General Assignment and Assumption pursuant to which Seller shall assign to Buyer all of Seller's rights to the Land including, but not limited to, any and all rights to water and sewer allocations, rights to storm water drainage, rights to impact fee credits, development rights and any other rights allocable or heretofore allocated to the Land, and Buyer assumes all obligations in connection therewith.

**12.1.4 Closing Statement.** Each party shall execute and deliver to the other a closing statement setting forth the Purchase Price, Deposit and all credits,

adjustments and prorations between Buyer and Seller, and the net Cash to Close due Seller.

12.1.5 Form 1099-B. Seller shall execute and deliver to Buyer such federal income tax reports respecting the sale of the Land as are required by the Internal Revenue Code of 1986.

12.1.6 Escrow Agreement. The Escrow Agreement, which shall contain, among other terms and provisions, those terms and conditions applicable to: (a) the Post-Closing Site Preparation Work and the release of the Holdback from escrow as more particularly set forth in Section 8 of this Contract; and (b) the purchase of the Mitigation Credits and the release of the Mitigation Credit Escrow as more particularly set forth in Section 8 and Section 15 of this Contract.

12.1.7 Assignment of Mitigation Credits. An assignment pursuant to which Seller assigns to Buyer the Buyer's Mitigation Credits and the "Buyer's Portion of the Mitigation Contract Deposit" (as hereinafter defined) as more particularly described in Section 15 of this Contract.

12.1.8 Memorandum of Understanding. Each party shall execute and deliver the MOU with respect the modification of the SFWMD Permit into two (2) phases and their respective rights and obligations in connection with said SFWMD Permit as to be modified, to be recorded against the Land and the Seller's Retained Land in the Public Records of Miami-Dade County, Florida.

12.2 Pre-Closing Delivery. Buyer's Attorney shall prepare and deliver a copy of the Escrow Agreement and the Closing Statement to Seller's Attorney for review not less than five (5) days prior to the Closing Date, and Seller's Attorney shall prepare and deliver all other Closing Documents to Buyer's Attorney for review not less than five (5) days prior to the Closing Date.

13. Closing Procedure. The Closing shall proceed in the following manner:

13.1 Transfer of Funds. On or before the Closing Date, Buyer shall pay the Cash to Close and Escrow Agent shall deliver the Deposit to Closing Agent by wire transfer to a depository designated by Closing Agent.

13.2 Delivery of Documents. On or before the Closing Date, each party shall deliver original Closing Documents executed by it, properly signed, witnessed and notarized (as applicable) to Closing Agent.

13.3 Disbursement of Funds and Documents. Upon its receipt of the Cash to Close, the Deposit and all Closing Documents, and its authorization to release all of the aforementioned items from any applicable escrow provisions or conditions, Closing Agent shall: (a) disburse to Seller the Deposit, Cash to Close (less the Holdback), and those Closing Documents executed by Buyer; and (b) disburse to Buyer those Closing

Documents executed by Seller, provided, however, that Closing Agent shall record the Deed in the Public Records of Miami-Dade County, Florida.

13.4 Holdback. At Closing, Closing Agent shall deliver the Holdback and the Mitigation Credit Escrow to Escrow Agent who shall hold and disburse the same from escrow pursuant to and in accordance with the terms of the Escrow Agreement.

14. Prorations and Closing Costs.

14.1 Prorations. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding the Closing, except as otherwise specified:

14.1.1 Taxes. Real estate and personal property taxes shall be prorated on the following basis:

14.1.1.1 If a tax bill for the year of Closing is available, then proration shall be based upon the current bill.

14.1.1.2 If the assessment for the year is available, but not the actual tax bill, then proration shall be based upon the prior year's real estate taxes.

14.1.1.3 In all events proration shall include the maximum discount for early payment of taxes.

14.1.2 Pending and Certified Liens. Any certified, confirmed and ratified special assessment liens of any Governmental Authority affecting the Land as of the Closing Date shall be paid by Seller; provided, however, to the extent any such special assessment liens are payable in installments, such assessment shall be prorated through the Closing Date and Buyer shall take title to the Land subject to such liens and shall assume and be responsible for the balance of any installments which are payable after the Closing Date. Any pending liens of any Governmental Authority affecting the Land as of the Closing Date and special assessment liens of any Governmental Authority affecting the Land which become certified, confirmed, or ratified after the Closing Date shall be prorated through the Closing Date and the responsibility of and paid by Buyer.

14.1.3 Utilities. Water, sewer, electricity, gas and other utility charges, if any, shall be prorated on the basis of the fiscal period for which assessed.

14.1.4 Proration Adjustment. Due to the fact that the Land being sold pursuant to this Contract is only fifty (50%) percent of the total land that is currently assessed as one real estate tax parcel identified as Folio No. 35-3017-001-0610, any real estate tax, personal property taxes, or special assessments to be prorated pursuant to this Section 14.1 shall be fifty (50%) percent of the total tax or assessment for the entire tax parcel identified as Folio No. 35-3017-001-0610.

**14.1.5 Reproration of Taxes.** At the Closing, the above-referenced items shall be prorated and adjusted as indicated. If subsequent to the Closing taxes for the year of Closing are determined to be higher or lower than as prorated, a reproration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the reproration shall be made within ten (10) days following demand therefor. All other prorations and adjustments shall be final. This Section shall survive Closing for a period of twelve (12) months after Closing.

**14.2 Seller's Closing Costs.** In addition to those fees, costs and expenses that Seller is obligated to pay as provided elsewhere in this Contract, Seller shall also pay for the following items prior to or at the time of Closing: (a) all fees, costs and expenses payable to the attorneys, consultants and other third parties retained by Seller in connection with the transaction contemplated by this Contract; (b) the cost of documentary stamps and surtax on Deed; (c) the cost of the Title Commitment; (d) the cost of curing those matters that Seller elects to cure (and the recording fees for any documents associated therewith), if any, pursuant to Seller's Title Cure Letter or Section 5.3 of this Contract; and (e) the commission due to Broker.

**14.3 Buyer's Closing Costs.** In addition to those fees, costs and expenses that Buyer is obligated to pay as provided elsewhere in this Contract, Buyer shall also pay for the following items prior to or at the time of Closing: (a) all fees, costs and expenses payable to the attorneys, consultants and other third parties retained by Buyer in connection with the transaction contemplated by this Contract; (b) all fees, costs, expenses and other charges associated with any tests, inspections or investigations of the Land performed by or on behalf of Buyer; (c) the cost of all lien searches on the Land performed by or on behalf of Buyer; (d) all premiums associated with the issuance of the Title Policy and any endorsements thereto that Buyer may elect to obtain; (e) all fees, costs and expenses associated with the preparation of the Survey; and (f) the cost of recording the Deed and any other instruments to be recorded in the public records in connection therewith.

**15. Mitigation Fees.** From and after the Closing Date: (a) Buyer shall be obligated, at its sole cost and expense, to comply with any mitigation requirements (wetland or otherwise) imposed under any permit or approval issued by any Governmental Authority in connection with the development of the Land; and (b) Seller shall be obligated, at its sole cost and expense, to comply with any mitigation requirements (wetland or otherwise) imposed under any permit or approval issued by any Governmental Authority in connection with the development of the Seller's Retained Land. In that regard, the parties hereby acknowledge and agree that Seller has executed that certain Everglades Mitigation Bank Mitigation Credit Purchase and Sale Agreement dated January 2, 2008 (the "Mitigation Contract") for the purchase of 4.42 Freshwater Forested Mitigation Credits and has reserved 2.31 Freshwater Herbaceous Mitigation Credits under that certain letter dated February 3, 2010 from the United States Department of the Interior (the "Mitigation Credit Reservation Letter"). The 4.42 Freshwater Forested Mitigation Credits and the 2.31 Freshwater Herbaceous Mitigation Credits are referred to herein collectively as the "Mitigation Credits". Although it will be unknown as of the Closing Date the exact amount

#321455 38903-0000

of Mitigation Credits needed to develop the Land or the exact amount of Mitigation Credits needed to develop the Seller's Retained Land, the parties agree to equally share the cost to purchase all of the Mitigation Credits under the Mitigation Contract and the Mitigation Credit Reservation Letter. Therefore, at the Closing: (a) Seller shall generally assign to Buyer the amount of Mitigation Credits (not to exceed, however, fifty percent (50%) of each type of mitigation credit; provided however, after the exact amount of Mitigation Credits needed to develop the Land and the Seller's Retained Land are known, if Seller's Retained Land requires less than fifty percent (50%) of the Mitigation Credits and the Land requires more than fifty percent (50%) of the Mitigation Credits, then the amount of the Mitigation Credits assigned to Buyer may exceed fifty percent (50%)) required for Buyer's development of the Land (the "Buyer's Mitigation Credits"), together with fifty percent (50%) of the deposit paid by Seller under the Mitigation Contract (such amount being \$12,155.00 and referred to herein as the "Buyer's Portion of the Mitigation Contract Deposit"); and (b) Buyer shall deliver the Mitigation Credit Escrow to the Escrow Agent for the Escrow Agent to hold and disburse from escrow pursuant to the terms of the Escrow Agreement. The Escrow Agreement shall provide that the Mitigation Credit Escrow will be released from escrow and disbursed to Seller at the time Seller goes to purchase the Mitigation Credits. If it is determined that the parties purchased excess Mitigation Credits after the exact amount of Mitigation Credits needed to develop the Land and the exact amount of Mitigation Credits needed to develop the Seller's Retained Land are known, then the parties shall cooperate with one another in attempt to obtain a refund for any excess Mitigation Credits purchased with the parties sharing any such refund in proportion to the actual amount of Mitigation Credits used by each. The parties hereby acknowledge and agree, however, that neither party shall have any liability to the other in the event they are unable to obtain any such refund for excess Mitigation Credits purchased. This Section shall survive Closing.

16. Possession. Buyer shall be granted full possession of the Land at Closing, subject to Seller's right to come upon the land to perform and complete the Post-Closing Site Preparation Work as provided in this Contract.

17. Condemnation and Damage by Casualty.

17.1 Condemnation. In the event of the institution of any proceedings by any Governmental Authority, which shall relate to the proposed taking of any portion of the Land by eminent domain prior to Closing, or in the event of the taking of any portion of the Land by eminent domain prior to Closing, Seller shall promptly notify Buyer and Buyer shall thereafter have the right and option to terminate this Contract by giving Seller written notice of Buyer's election to terminate within fifteen (15) days after receipt by Buyer of the notice from Seller. Seller hereby agrees to furnish Buyer with written notice of a proposed condemnation within two (2) Business Days after Seller's receipt of such notification. Should Buyer terminate this Contract, Escrow Agent shall return to Buyer the Deposit, this Contract shall be terminated and, except as otherwise specifically set forth in this Contract, neither Buyer nor Seller shall have any further rights or obligations hereunder. Should Buyer elect not to terminate, the parties hereto shall proceed to Closing and Seller shall assign all of its right, title and interest in all awards in connection with such taking to Buyer.

#321455 38903-0000

17.2 Damage by Casualty. It is the intention of the parties that on the Closing Date, Seller shall transfer to Buyer the Land in its present state and condition, subject only to reasonable wear and tear. Therefore, risk of loss to the Land from fire, windstorm or other casualty shall be borne by Seller until the Closing Date.

18. Default.

18.1 Buyer's Remedies for Seller's Default. If Seller defaults on any term, condition, covenant or other provision of this Contract on the part of Seller to be performed and/or kept prior to Closing, then Buyer shall have, as its sole and exclusive remedy (provided, however, this provision is not intended to limit, and Seller shall remain liable to Buyer for, any and all claims, causes of action, losses, damages, liabilities, liens, fees, costs and expenses incurred by Buyer, including Attorneys' Fees, as a result of Seller's failure to fully satisfy its obligations to indemnify, defend and hold Buyer harmless as set forth in this Agreement), any one of the following remedies: (a) to terminate this Contract by giving a written notice of termination to Seller, whereupon, this Contract shall terminate, Escrow Agent shall promptly return the Deposit to Buyer, Seller shall pay Buyer an amount equal to the Buyer's Costs and, upon the delivery of the Deposit to Buyer, the parties shall be released from this Contract, except for those terms, provisions, obligations and liabilities that expressly survive its termination; or (b) to waive the default and close on and take title to the Land subject to such default without any reduction in the Purchase Price; or (c) to commence an action for specific performance against Seller to compel Seller to convey title to the Land to Buyer, or to perform such other obligations as the case may be, in accordance with the terms and provisions of this Contract.

18.2 Seller's Remedies for Buyer's Default. If Buyer defaults on any term, condition, covenant or other provision of this Contract on the part of Buyer to be performed and/or kept prior to Closing, then Seller shall have as its sole and exclusive remedy the right to terminate this Contract and retain the Deposit as full and agreed upon liquidated damages in full and final settlement of any and all claims for damages Seller has or may have against Buyer for such default (provided, however, the Deposit is not intended to cover, and Buyer shall remain liable to Seller for, any and all claims, causes of action, losses, damages, liabilities, liens, fees, costs and expenses incurred by Seller, including Attorneys' Fees, as a result of Buyer's failure to fully satisfy its obligations to restore the Land and/or to indemnify, defend and hold Seller harmless as set forth in this Contract) and, upon the delivery of the Deposit to Seller, the parties shall be released from this Contract, except for those terms, provisions, obligations and liabilities that expressly survive its termination. The Parties acknowledge and agree that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of Buyer's default under this Contract based on Seller having lost the opportunity to market and sell the Land to other persons and the fact that the exact amount of damages that Seller may incur is incapable of ascertainment.

18.3 Notice and Opportunity to Cure Defaults. Except for Buyer's obligation to deliver the Deposit, Buyer's obligation to deliver the Mitigation Credit Escrow and a party's failure to close on the Closing Date (for which there shall be no notice or opportunity

#321455 38903-0000

to cure under this Section for any of the foregoing), prior to either Buyer or Seller declaring any default under this Contract, the non-defaulting party shall send written notice of the default to the defaulting party and to Escrow Agent. The defaulting party shall have a period of ten (10) days after receipt of the notice of default to cure such default. Neither Buyer nor Seller shall be entitled to any of the remedies set forth in this Section 18 prior to the sending of a notice of default to the defaulting party and the allowance of an opportunity to cure such default within ten (10) days after the receipt of the notice by the defaulting party. The notice and cure provisions of this Section shall survive Closing and be applicable to any default that may occur with respect to those obligations of the parties that are to be performed after Closing.

19. Brokers. Each party represents to the other that other than the Broker, no broker has been involved in this transaction. It is agreed that if any claims for brokerage commissions or fees are ever made against Seller or Buyer, other than a commission to the Broker which shall be paid for solely by Seller, in connection with this transaction, all such claims and demands shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim. It is further agreed that each party agrees to indemnify and hold harmless the other from and against any and all claims or demands with respect to any brokerage fees, agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Contract or the transactions contemplated hereby as a result of such party's actions or alleged commitments giving rise to such claim or demand.

20. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, or (c) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to Buyer, Seller, Buyer's Attorney, Seller's Attorney, and Escrow Agent, at their respective addresses set forth in Section 1 of this Contract. Notice shall be deemed to have been given upon (x) the earlier of receipt by the addressees if hand delivered or attempted delivery if refused by the intended recipient thereof, (y) on the next business day after deposit with Federal Express or a comparable overnight mail service, and (z) at the time of transmission if delivered by facsimile provided a confirmation of a successful transmission is sent by Federal Express to the recipient of said notice on the next business day. The addressees and addresses for the purpose of this paragraph may be changed by giving notice, and unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder. The attorneys for the parties are authorized to send and receive notices and demands on behalf of their respective clients under this Contract.

21. Escrow Agent. The holding of any money, agreement, document or instrument delivered to the Escrow Agent in escrow (collectively, the "Escrowed Property") shall be subject to the following provisions:

21.1 Duties and Authorization. The delivery of the Escrowed Property to the Escrow Agent is for the accommodation of the parties. The duties of the Escrow Agent shall be determined solely by the express provisions of this Contract or pursuant to any written instructions of the party delivering the Escrowed Property. The parties authorize the Escrow Agent, without creating any obligation on the part of the Escrow Agent, in the event this Contract or any Escrowed Property becomes involved in litigation, to deposit the Escrowed Property with the clerk of the court in which the litigation is pending and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Contract. The undersigned also authorize the Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit the Escrowed Property with the clerk of the court and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

21.2 Liability. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Contract is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

21.3 Indemnification. The parties will, and hereby agree to, jointly and severally, indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without gross negligence or willful misconduct on the part of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Contract, as well as the costs and expenses of defending against any claim or liability arising under this Contract. This provision shall survive the Closing or termination of this Contract.

21.4 Buyer's Attorney. Seller acknowledges that the Escrow Agent is also Buyer's Attorney in this transaction, and that Seller hereby consents to the Escrow Agent's representation of Buyer in any litigation which may arise out of this Contract.

22. Assignment. This Contract may not be assigned by Buyer without Seller's consent.

23. Miscellaneous.

23.1 Counterparts and Execution via Electronic Transmission. This Contract may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original. The execution of this Contract and delivery via electronic transmission shall be sufficient for all purposes and shall be binding on the party who so executes.

23.2 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Contract.

23.3 Amendment. No modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Seller and Buyer.

23.4 Attorneys' Fees. If any party obtains a judgment against any other party by reason of breach of this Contract, Attorneys' Fees and costs shall be included in such judgment. This Section shall survive the Closing or any earlier termination of this Contract.

23.5 Governing Law. This Contract shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial. Venue for all actions, litigation and/or other proceedings arising out of this Contract shall be exclusively in Miami-Dade County, Florida

23.6 Entire Contract. This Contract sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

23.7 Time of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Contract.

23.8 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Contract which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full Business Day.

23.9 Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

23.10 Construction of Contract. All of the parties to this Contract have participated freely in the negotiation and preparation hereof; accordingly, this Contract shall not be more strictly construed against any one of the parties hereto.

23.11 Gender. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

23.12 Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional

information regarding radon and radon testing may be obtained from your county public health unit.

23.13 The waiver of a party of any default, term, condition, covenant, agreement or other provision of this Contract must be in writing signed by the party waiving such default, term, condition, covenant, agreement or other provision. If any provision of this Contract is for any reason held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other provision of this Contract and this Contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

23.14 Buyer acknowledges and agrees that it is purchasing the Property in its "AS-IS, WHERE-IS" condition with and subject to all faults and defects, latent and patent. Buyer moreover acknowledges and agrees that, except only for the specific representations expressly made by Seller in this Contract or any document executed by Seller as required under this Contract: (a) Seller has not made, does not make, and specifically negates and disclaims any and all other representations, warranties, covenants, statements and agreements of any kind, nature or character whatsoever, whether express or implied, oral or written, concerning or relating to the Property; and (b) no person acting for or on behalf of Seller (including, without limitation, any employee, agent, consultant or contractor of Seller) is authorized to make (whether prior to or after the Effective Date) any representation, warranty, covenant, statement or agreement, for or on behalf of Seller, whether express or implied, oral or written, concerning or relating to the Property. Buyer's inspection and other rights under this Contract will provide Buyer with ample opportunity to perform and review the Property and to fully evaluate all aspects of the transaction contemplated by this Contract. Buyer covenants with and warrants to Seller that Buyer shall rely solely on its own inspections and not on any information provided by Seller, except for those representations, warranties and acknowledgements expressly made in this Contract none of which survive the Closing or earlier termination of this Contract unless expressly provided otherwise. Upon Buyer's acquisition of the Property, Buyer shall have unconditionally and irrevocably waived any and all actual or potential claims and causes of action Buyer has or might have against Seller (whether in law or at equity) in connection with, arising under or in any way relating to this Contract, other than with respect to a breach by Seller of any of its obligations to be performed subsequent to Closing. This Section shall survive Closing or any earlier termination of this Contract.

[Signatures on the next page]

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

SELLER:

SOUTHERN COMMERCE PARK AT DORAL, LLC a Florida limited liability company

By: SOUTHERN HOMES OF BROWARD, INC. a Florida corporation, its Manager

By: [Signature]  
Name: Heleen Cornea  
Title: CEO

Date: 6/28/10

[Signature]  
Signature  
Maria Victoria Nieves  
Print Name  
[Signature]  
Signature  
Lissette Souto  
Print Name

BUYER:

CITY OF DORAL, a Florida Municipal Corporation

By: [Signature]  
Yvonne Soler-McKinley, City Manager

Date: 7/1/10

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

JOINDER OF ESCROW AGENT

The undersigned Escrow Agent hereby joins in the Contract and, by doing so, Escrow Agent hereby acknowledges its duties and obligations under the terms and provisions thereof and hereby agrees to be bound by and to perform such duties and obligation in accordance with such terms and provisions.

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

By: \_\_\_\_\_  
Robert E. Gallagher, Jr.

Date: April \_\_, 2010

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

**SELLER:**

SOUTHERN COMMERCE PARK AT DORAL, LLC a Florida limited liability company

By: SOUTHERN HOMES OF BROWARD, INC., a Florida corporation, its Manager

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

**BUYER:**

CITY OF DORAL, a Florida Municipal Corporation

By: *Yvonne Solef-McKinley*  
Yvonne Solef-McKinley, City Manager

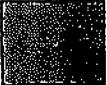
\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

Date: \_\_\_\_\_



**JOINDER OF ESCROW AGENT**

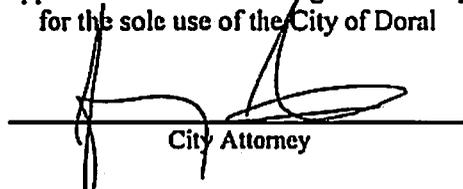
The undersigned Escrow Agent hereby joins in the Contract and, by doing so, Escrow Agent hereby acknowledges its duties and obligations under the terms and provisions thereof and hereby agrees to be bound by and to perform such duties and obligation in accordance with such terms and provisions.

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

By: *Robert E. Gallagher, Jr.*  
Robert E. Gallagher, Jr.  
Attorney at Law

Date: April 6/30, 2010

Approved as to form and legal sufficiency  
for the sole use of the City of Doral



---

City Attorney

Jimmy Morales

Print Name

CITY CLERK OF BUYER:

The CITY OF DORAL,  
a Florida Municipal Corporation

By: Barbara Herrera

Name:

Title: City Clerk

Date: 7 6, 2010



**EXHIBIT "A"**

**Legal Description of the Land**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida; property situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

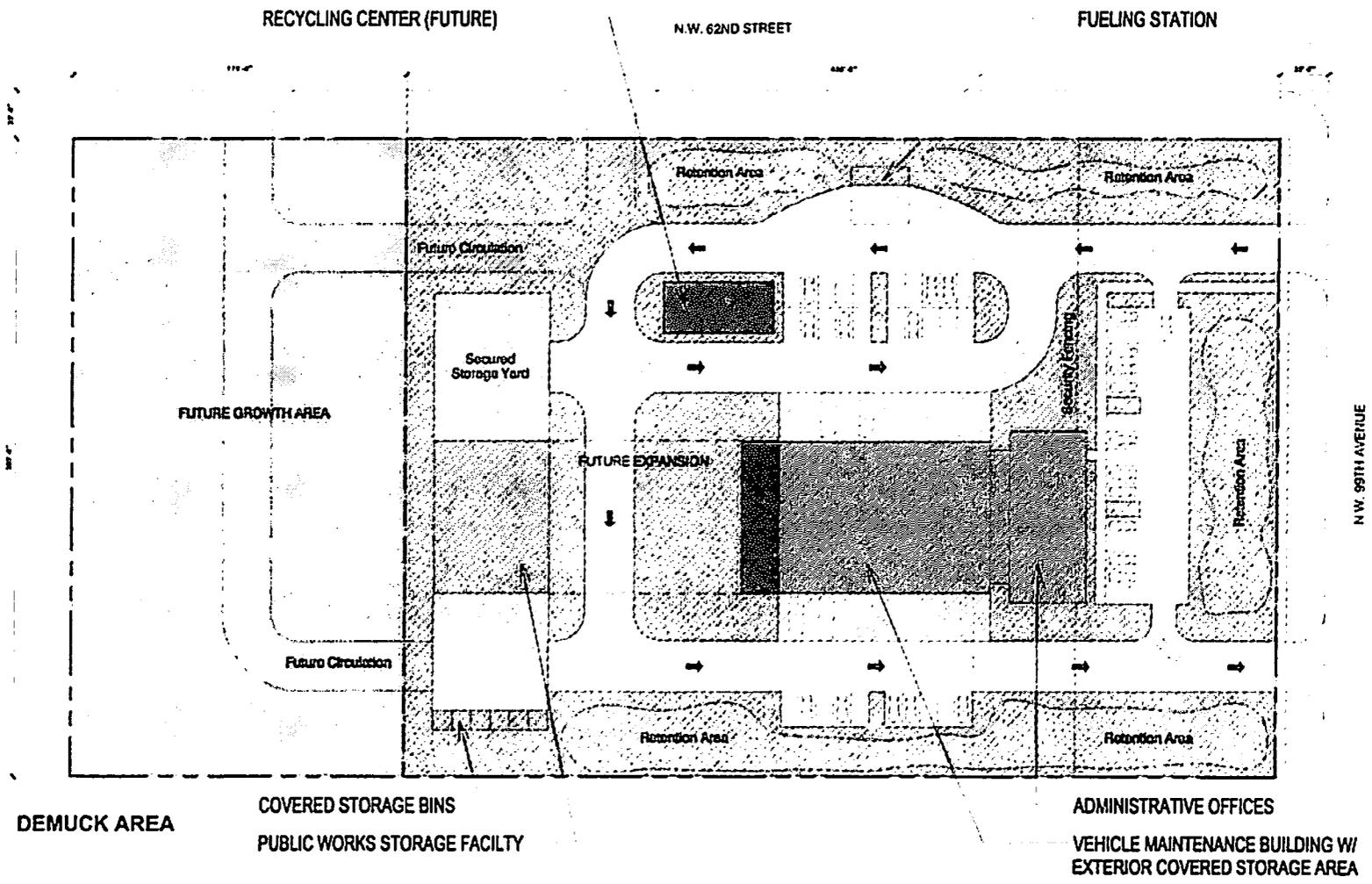
Containing 217,412 square feet, 4.99 acres, more or less, by calculations.

Folio No: 35-3017-001-0610 (All of Tract 60)

**EXHIBIT "B"**

**The Site Plan**

**(see following page)**



DEMUCK AREA

COVERED STORAGE BINS  
PUBLIC WORKS STORAGE FACILITY

ADMINISTRATIVE OFFICES  
VEHICLE MAINTENANCE BUILDING W/  
EXTERIOR COVERED STORAGE AREA

CONCEPTUAL SITE PLAN



# VEHICLE MAINTENANCE BUILDING



**FIRST AMENDMENT TO  
CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY**

This First Amendment to Contract for Purchase and Sale of Real Property (this "First Amendment") is made as of August 5, 2010 by and between SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company (the "Seller"), and CITY OF DORAL, a Florida municipal corporation (the "Buyer").

**RECITALS**

WHEREAS, Seller and Buyer have executed that certain Contract for Purchase and Sale of Real Property [a portion of Tract 60, Section 17 - Doral, Florida] with the effective date of July 6, 2010 (the "Contract") for the sale and purchase of certain real property more particularly described in the Contract; and

WHEREAS, Seller and Buyer desire to extend the Investigation Period (as defined in the Contract) as hereinafter set forth.

**AGREEMENT**

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual covenants and agreements herein contained, Seller and Buyer agree as follows:

1. **Recitals.** The Recitals herein contained are true and correct and are made a part hereof.
2. **General Provisions.** In the event of any conflict between the terms of the Contract, and the terms of this First Amendment, the terms of this First Amendment shall prevail. All capitalized terms not defined herein shall have the meaning ascribed to them in the Contract.
3. **Closing Date.** Section 1.10 of the Contract is hereby deleted in its entirety and replaced with the following:  

**Closing Date.** The Closing Date shall occur on August 20, 2010 or on such other date mutually agreed to by Buyer and Seller; provided, that if the Closing Date shall fall on a Saturday, Sunday or legal holiday, then the Closing Date shall be the next date that is not a Saturday, Sunday or legal holiday.
4. **Investigation Period.** Section 1.22 of the Contract is hereby deleted in its entirety and replaced with the following:  

**Investigation Period.** The period of time beginning on the Effective Date and ending at 5 p.m., local time, on August 11, 2010.
5. **Successors and Assigns.** This First Amendment shall be binding upon and shall inure to the benefits of the parties hereto, their respective legal representatives, successors in title and assigns.
6. **Counterparts; Facsimile.** This First Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same First Amendment. A facsimile shall serve as an original for all purposes.



7. **Ratification.** Except as modified herein, the Contract remains unchanged and is hereby ratified and confirmed in all respects and shall remain in full force and effect

[SIGNATURES ARE LOCATED ON THE FOLLOWING PAGE]

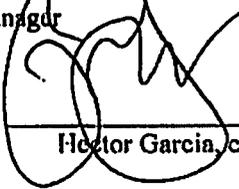
A handwritten signature or set of initials, possibly 'M' and 'S', written in black ink.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment on the dates set forth below.

**SELLER:**

**SOUTHERN COMMERCE PARK AT DORAL, LLC**, a Florida limited liability company

By: Southern Home of Broward, Inc., a Florida corporation, its manager

By:   
Hector Garcia, chief executive officer

**BUYER:**

**THE CITY OF DORAL**, a Florida municipal corporation

By:   
Yvonne Soler-McKinley, City Manager

**REINSTATEMENT OF AND SECOND AMENDMENT TO  
CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY**

THIS REINSTATEMENT OF AND SECOND AMENDMENT TO CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Second Amendment") is made as of the 27<sup>th</sup> day of October, 2010 (the "Amendment Effective Date") by and between SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company (the "Seller"), and CITY OF DORAL, a Florida municipal corporation (the "Buyer"). Seller and Buyer are sometimes referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, the Parties executed that certain Contract for Purchase and Sale of Real Property [a portion of Tract 60, Section 17 - Doral, Florida] having an Effective Date of July 6, 2010 (the "Original Contract"); and

WHEREAS, the Parties executed that certain First Amendment to Contract for Purchase and Sale of Real Property dated as of August 5, 2010 (the "First Amendment"); and

WHEREAS, the Parties, through an exchange of e-mails, extended the Investigation Period through August 25, 2010 (collectively, the "Additional Amendments"; the Original Contract, as amended by the First Amendment and the Additional Amendments, is referred to herein as the "Contract"); and

WHEREAS, Buyer terminated the Contract prior to the expiration of the Inspection Period pursuant to a letter dated August 25, 2010; and

WHEREAS, the Parties desire to reinstate and further amend the Contract as hereinafter provided.

**AGREEMENT**

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual covenants and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The Recitals herein contained are true and correct and are made a part hereof.
2. **Reinstatement.** The Parties hereby reinstate the Contract and agree that, as of the Amendment Effective Date, the Contract is reinstated, in full force and effect, binding against the Parties, and enforceable in accordance with the terms and provisions thereof as if the same had never been terminated.
3. **General Provisions.** In the event of any conflict between the terms of the Contract and the terms of this Second Amendment, the terms of this Second Amendment shall prevail and control. Any previously defined term re-defined in this Second Amendment shall have the meaning given to such term as re-defined herein for all purposes of the Contract. All capitalized terms used but not defined herein shall have the meaning previously ascribed to them in the Contract.
4. **Section 1.7.** Section 1.7 of the Contract is hereby deleted in its entirety and replaced with the following:

**Cash to Close.** The Purchase Price, plus (ii) all of the fees, costs, expenses and prorated amounts to be paid by Buyer pursuant to the terms of the Contract, plus (iii) an amount equal

to the Seller's Share of the Mitigation Credit Escrow Amount, less (iii) a credit in an amount equal to the Deposit.

5. **Section 1.8.** Section 1.8 of the Contract is hereby deleted in its entirety and replaced with the following:

**Closing.** The delivery of the Deed to Buyer concurrently with the delivery of the Purchase Price and Seller's Share of the Mitigation Credit Escrow Amount to Seller on the Closing Date.

6. **Section 1.10.** Section 1.10 of the Contract is hereby deleted in its entirety and replaced with the following:

**Closing Date.** The Closing Date shall be the date that is five (5) days following the date on which the Pre-Closing Site Preparation Work is deemed completed under Section 8.7.4; provided, however, if the Closing Date shall fall on a Saturday, Sunday or legal holiday, then the Closing Date shall be extended to the next date that is not a Saturday, Sunday or legal holiday.

7. **Section 1.12.** Section 1.12 of the Contract is hereby deleted in its entirety.

8. **Section 1.15.** Section 1.15 of the Contract, together with all references of the term "Escrow Agreement" in the Contract, are hereby deleted in their entirety and shall be of no further force and effect.

9. **Section 1.20.** Section 1.20 of the Contract, together with all references of the term "Holdback" in the Contract, are hereby deleted in their entirety and shall be of no further force and effect.

10. **Section 1.24.** Section 1.24 of the Contract, together with all references of the term "Mitigation Credit Escrow" in the Contract, are hereby deleted in their entirety and shall be of no further force and effect.

11. **Section 1.26.** The heading of Section 1.26 of the Contract, together with all references of the term "Post-Closing Site Preparation Work" in the Contract, are hereby deleted in their entirety and replaced with the term "Pre-Closing Site Preparation Work".

12. **Section 1.27.** Section 1.27 of the Contract is hereby deleted in its entirety and replaced with the following:

**Pre-Closing Site Preparation Work Completion Date.** The date that is four (4) months after the date on which the last of the following two (2) conditions are satisfied: (a) all permits necessary to commence the Pre-Closing Site Preparation Work (all such permits are referred to herein collectively as the "Development Permits") have been issued to Seller; and (b) Buyer delivers the Second Deposit to the Escrow Agent. The Pre-Closing Site Preparation Work Completion Date, however, shall be extended for a period of time commensurate with any delay in Seller's performance of the same caused by: (v) the intentional acts or omissions of Buyer (or any of its employees, agents and/or contractors); (w) force majeure events including, without limitation, acts of god, hurricane or other severe weather events; (x) a Governmental Authority's revocation of any Development Permit that has been issued, unless caused by any act or omission by Seller done with the intent to delay the Pre-Closing Site Preparation Work; (y) a Governmental Authority's delay in performing any inspection required to commence or complete the Pre-Closing Site Preparation Work, unless caused by

any act or omission by Seller done with the intent to delay the Pre-Closing Site Preparation Work; or (z) any other event beyond the control of Seller.

13. **Section 1.35.** Section 1.35 of the Contract is hereby deleted in its entirety and replaced with the following:

**Title Commitment.** Chicago Title Insurance Company title commitment order number 3197218 having an effective date as of July 13, 2010 at 11:59 PM (as the same has been or may hereafter be updated and/or revised from time to time).

14. **Section 1.36.** Section 1.36 of the Contract is hereby deleted in its entirety and replaced with the following:

**Title Company.** Chicago Title Insurance Company.

15. **Section 3.** Section 3 of the Contract is hereby deleted in its entirety and replaced with the following:

3. **Purchase Price.** The Purchase Price shall be paid as follows:

3.1 **Deposit.** The Parties hereby acknowledge that Buyer has delivered an "Initial Deposit" in the amount of \$25,000.00 to the Escrow Agent. Buyer shall deliver a "Second Deposit" in the amount of \$550,000.00 to the Escrow Agent no later than the fifth (5<sup>th</sup>) day following the date on which Seller advises Buyer in writing that all of the Development Permits have been issued to Seller. The Initial Deposit and the Second Deposit, together with all interest earned on said sums while held in escrow under the Contract, are referred to herein collectively as the "Deposit". The Deposit shall be held by the Escrow Agent in an interest-bearing escrow account with a commercial or savings bank the deposits of which are insured by the FDIC.

3.2 **Cash to Close.** The Cash to Close and any portion of the Deposit then held in escrow by the Escrow Agent shall be paid to Seller on the Closing Date in accordance with the closing procedure set forth in Section 13. At Closing, Buyer shall receive a credit against the Purchase Price in an amount equal to the Deposit.

16. **Section 4.5.** Buyer hereby acknowledges that: (i) the Investigation Period has expired; (ii) Buyer did not terminate the Contract under Section 4.5 thereof; and (iii) Buyer no longer has any right to terminate the Contract under Section 4.5 thereof, all such rights having been waived by Buyer.

17. **Section 5.2.** Buyer hereby acknowledges that: (i) Buyer sent its Title Objection Letter to Seller and, in response thereto, Seller sent its Title Cure Letter to Buyer; (ii) Buyer did not terminate the Contract under Section 5.2 thereof; and (iii) Buyer no longer has any right to terminate the Contract under Section 5.2 thereof, all such rights having been waived by Buyer.

18. Buyer hereby waives and releases Seller from any and all breaches of and/or defaults under the Contract that were committed by Seller prior to the Amendment Effective Date (any such breach or default being referred to herein as a "Prior Seller Default"); it being the intention of Buyer that it shall have no right or remedy against Seller, under the Contract or otherwise, for any Prior Seller Default. Seller hereby waives and releases Buyer from any and all breaches of and/or defaults under the Contract that were committed by Buyer prior to the Amendment Effective Date (any such breach or default being referred to herein as a "Prior Buyer Default"); it being the intention of Seller that it shall have no right or remedy against Buyer, under the Contract or otherwise, for any Prior Buyer Default.

19. **Section 7.1.10.** Section 7.1.10 of the Contract is hereby deleted in its entirety and replaced with the following:

**Parties-in-Possession.** Seller has not entered into any written or oral lease, license or other use or occupancy agreement granting any third person any right to lease, license, use, occupy or possess the Land or any part thereof and, except as set forth in the Title Commitment or which might be disclosed by the survey of the Land under Job. No. 09091, prepared by Hadonne Corp., Professional Land Surveyors and Mappers, dated as of October 5, 2009 and recertified on August 2, 2010 (the "Survey"): (i) Seller is in sole and exclusive possession of the Land; (ii) no person or entity other than Seller has any right or lawful claim to use, occupy or possess the Land; and (iii) no person or entity is claiming any right to use, occupy or possess the Land.

20. **Section 7.3.** Section 7.3 of the Contract is hereby deleted in its entirety and replaced with the following:

**Survival of Representations.** All of the representations, warranties, covenants, agreements and statements of Seller set forth in Section 7 of the Contract shall be true and correct as of the Closing Date; provided, however, none of the representations, warranties, covenants, agreements or statements of Seller set forth in Section 7 of the Contract shall survive the Closing or any earlier termination of the Contract.

21. **Section 8.1.** Section 8.1 of the Contract is hereby deleted in its entirety and replaced with the following:

From and after the Effective Date through the Closing Date, Seller will not: (a) enter into any agreement, document or instrument that is not permitted or contemplated by the Contract that affects all or any portion of the Land and which, by its own terms, does not terminate prior to the Closing Date; or (b) commit any nuisance upon the Land.

22. **Section 8.4.** Section 8.4 of the Contract is hereby deleted in its entirety and replaced with the following:

Buyer shall have the right to complete the design of its Site Plan. Buyer, however, shall have no right to meet with and/or make any application to any Governmental Authority (other than the City of Doral) prior to Closing for or in connection with any: (a) approval relating to its Site Plan; and/or (b) new (or any modification to any existing) approval, permit, license or other authorization from any Governmental Authority (other than the City of Doral) that relate to the Land, the Intended Improvements or the Development Permits.

23. **Section 8.7.** Section 8.7 of the Contract is hereby deleted in its entirety and replaced with the following:

**8.7 Pre-Closing Site Preparation Work: Modification of Approval and Development Permits.**

8.7.1 The Parties hereby acknowledge and agree that the Pre-Closing Site Preparation Work that Seller has agreed to perform and complete is based on the Site Plan attached to the Original Contract as Exhibit "B". Buyer: (a) shall be permitted to modify the Site Plan (an "Amended Site Plan") at any time prior to the issuance of the last Development Permit needed to commence the Pre-Closing Site Preparation Work, provided the cost of the Pre-Closing Site Preparation Work based on the Amended Site Plan is not greater than the cost of Pre-Closing Site Preparation Work based on the Site Plan attached to the Original Contract as Exhibit

"B"; and (b) shall not be permitted to modify the Site Plan or any Amended Site Plan (as the case may be) after the last Development Permit needed to commence the Pre-Closing Site Preparation Work has been issued until after Closing.

8.7.2 To the best of Seller's knowledge, the only permits necessary to commence the Pre-Closing Site Preparation Work are the SFWMD Permit, the ACOE Permit, the DERM Permit and the Soils Permit. Seller has obtained the SFWMD Permit and the ACOE Permit, has made application for the DERM Permit (the "DERM Application"), and will make application for the Soils Permit as provided in Section 8.7.3. The Parties hereby acknowledge and agree that the SFWMD Permit, the ACOE Permit and the DERM Permit encumber or will encumber both the Land and the Seller's Retained Land (collectively, the "Overall Property").

8.7.3 Seller will diligently pursue the DERM Application through the issuance of the DERM Permit. To that end, the Parties shall take the following actions: (a) Buyer shall, within five (5) days after it delivers the "Approval Letter" (as hereinafter defined) to Seller, deliver to the Escrow Agent an amount equal to the Mitigation Credit Purchase Price (the "Mitigation Credit Escrow Amount"); and (b) Seller shall, within five (5) days after the Escrow Agent receives the Mitigation Credit Escrow Amount from Buyer, purchase the Mitigation Credits under the Mitigation Contract and the Mitigation Credit Reservation Letter. The Escrow Agent shall hold the Mitigation Credit Escrow Amount in escrow until Closing, at which time, the Escrow Agent shall release: (y) fifty percent (50%) of the Mitigation Credit Escrow Amount to Seller (such portion being referred to herein as the "Seller's Share of the Mitigation Credit Escrow Amount"); and (z) fifty percent (50%) of the Mitigation Credit Escrow Amount to Buyer (such portion being referred to herein as the "Buyer's Share of the Mitigation Credit Escrow Amount"). Buyer shall not receive any credit against the Purchase Price for the Seller's Share of the Mitigation Credit Escrow Amount. Seller shall make application for the Soils Permit no later than five (5) days after the DERM Permit is issued to Seller and, after making such application, Seller will diligently pursue the same through the issuance of the Soils Permit.

8.7.4 Seller shall, within two (2) business days after all of the Development Permits have been issued to Seller, give Buyer written notice that all of the Development Permits have been so issued, whereupon, Buyer shall deliver the Second Deposit to the Escrow Agent pursuant to the terms of Section 3.1. Seller shall commence the Pre-Closing Site Preparation Work within thirty (30) days after Buyer delivers the Second Deposit to the Escrow Agent and shall complete the Pre-Closing Site Preparation Work by the Pre-Closing Site Preparation Work Completion Date (as the same may be extended pursuant to the terms of the Contract).

Seller shall execute and deliver to the Escrow Agent a notice of commencement in connection with the Pre-Closing Site Preparation Work within the time period required by Section 12.2. The Escrow Agent shall record the notice of commencement in the Public Records of Miami-Dade County, Florida against the Land immediately after it records the "Mortgage" (as hereinafter defined), the cost of which shall be equally shared by the Parties. Buyer shall have the right to use the proceeds of the Second Deposit to complete the Pre-Closing Site Preparation Work, with such proceeds being released from escrow and disbursed to Seller by the Escrow Agent pursuant to the terms of the Mortgage. Seller shall complete the Pre-Closing Site Preparation Work in a workmanlike manner free from all liens arising under Chapter 713, Florida Statutes and free from violations of Governmental Requirements. The Pre-Closing Site Preparation Work shall be deemed completed upon Seller's delivery of the following to Buyer: (a) a soil report certified to the Parties evidencing that the Pre-Closing Site Preparation Work has been completed in accordance with the terms of the Contract; (b)

an engineer's report certified to the Parties evidencing that the Pre-Closing Site Preparation Work has been completed in accordance with the terms of the Contract; (c) an elevation survey certified to the Parties evidencing that the Pre-Closing Site Preparation Work has been completed in accordance with the terms of the Contract; and (d) a final release of lien from the "Contractor" and all "Sub-Contractors" (as those terms are hereinafter defined).

8.7.5 Seller shall execute and deliver a first mortgage and security agreement (the "Mortgage") to the Escrow Agent within the time period required by Section 12.2. The Mortgage is to secure Seller's repayment of any Second Deposit proceeds released to it under Section 8.7.4 in the event Buyer terminates the Contract due to a Seller default (which is not cured within any applicable notice and cure periods) and requests a return of the Deposit, but Seller fails to repay Buyer any of the Second Deposit proceeds that were released to Seller. Subject to the terms of Section 8.7.7, the Escrow Agent shall record the Mortgage in the Public Records of Miami-Dade County, Florida against the Land upon its receipt of the Second Deposit from Buyer. The Parties shall equally share the cost of: (a) any intangible and documentary stamp taxes payable in connection with the execution of the Mortgage; and (b) the recording of the Mortgage in the Public Records of Miami-Dade County, Florida. Buyer shall execute and deliver a satisfaction of the Mortgage (the "Satisfaction") to the Escrow Agent within the time period required by Section 12.2. At Closing, the Escrow Agent shall record the Satisfaction in the Public Records of Miami-Dade County, Florida, the cost of which shall be equally shared by the Parties.

8.7.6 After Closing, the Parties agree to (a) notify the applicable Governmental Authorities of the conveyance of the Land to Buyer, (b) seek a modification of the Development Permits, and (c) seek a modification of the approval Seller has obtained from the applicable Governmental Authorities to develop the Overall Property as a commercial development (the "Approval"); all as provided in the Assignment of Mitigation Credits and Agreement for Allocation of Obligations (the "Post-Closing Agreement"). The Parties shall execute and deliver the Post-Closing Agreement as well as a Memorandum of Understanding with respect to the Post-Closing Agreement (the "Memorandum of Understanding") to the Escrow Agent within the time period required by Section 12.2. At Closing, the Escrow Agent shall record the Memorandum of Understanding in the Public Records of Miami-Dade County, Florida against the Overall Property, the cost of which shall be equally shared by the Parties.

8.7.7 It is contemplated by the Parties that Buyer shall deliver the Second Deposit to the Escrow Agent no later than the fifth (5<sup>th</sup>) day following the date on which Seller advises Buyer in writing that all of the Development Permits have been issued to Seller. If, however, Buyer delivers the Second Deposit to the Escrow Agent prior to the issuance of all Development Permits to Seller, then the Escrow Agent shall record the Mortgage at the time Seller notifies Buyer in writing that all of the Development Permits have been so issued to Seller rather than at the time Buyer delivers the Second Deposit to the Escrow Agent.

24. Section 10.1.2. Section 10.1.2 of the Contract is hereby deleted in its entirety and replaced with the following:

Pre-Closing Site Preparation Work. Seller has completed the Pre-Closing Site Preparation Work in accordance with the terms of the Contract.

25. Section 12. Section 12 of the Contract is hereby deleted in its entirety and replaced with the following:

12. Closing Documents.

12.1 Documents. The Parties shall execute and deliver (as applicable) the following documents (collectively, the "Closing Documents"):

12.1.1 Deed. Seller shall execute and deliver to Buyer the Deed in the form attached hereto and made a part hereof as Exhibit "A". The "Permitted Exceptions" are set forth on Exhibit "A" attached to the Deed.

12.1.2 Seller's No Lien, Gap and FIRPTA Affidavit. Seller shall execute and deliver to Buyer a "Title Affidavit" in the form attached hereto and made a part hereof as Exhibit "B".

12.1.3 General Assignment and Assumption Agreement. Each Party shall execute and deliver to the other a General Assignment and Assumption Agreement in the form attached hereto and made a part hereof as Exhibit "C".

12.1.4 Affidavit of Governing Documents. Seller shall execute and deliver to Buyer an "Affidavit of Governing Documents" in the form attached hereto and made a part hereof as Exhibit "D".

12.1.5 Resolutions. Seller shall execute and deliver to Buyer company and corporate affidavits and resolutions in the forms attached hereto and made a part hereof as composite Exhibit "E-1", Exhibit "E-2 and Exhibit "E-3".

12.1.6 Closing Statement. At Closing, each Party shall execute and deliver to the other a closing statement setting forth the Purchase Price, the Deposit and all credits, adjustments and prorations, the Cash to Close payable by Buyer, and the net proceeds due Seller.

12.1.7 Form 1099-B. Seller shall execute and deliver to Buyer a "Form 1099-B in usual and customary form.

12.1.8 Post-Closing Agreement. Each Party shall execute and deliver to the other the Post-Closing Agreement in the form attached hereto and made a part hereof as Exhibit "F".

12.1.9 Memorandum of Understanding. Each Party shall execute and deliver to the other the Memorandum of Understanding in the form attached hereto and made a part hereof as Exhibit "G".

12.1.10 Mortgage. Seller shall execute and deliver to Buyer the Mortgage in the form attached hereto and made a part hereof as Exhibit "H".

12.1.11 Collateral Assignment of Site Development Contract. Seller shall execute and deliver to Buyer a "Collateral Assignment of Site Development Contract" in the form attached hereto and made a part hereof as Exhibit "I".

12.1.12 Satisfaction. Buyer shall execute and deliver to Seller the Satisfaction in the form attached hereto and made a part hereof as Exhibit "J".

12.1.13 Other Closing Documents. At Closing, each Party shall execute and deliver to the other any other agreement, document or instrument required to be delivered by each such Party pursuant to the terms of the Contract.

12.1.14 Notice of Commencement. Seller shall execute and deliver to Buyer a notice of commencement in the form attached hereto and made a part hereof as Exhibit "K".

12.2 Closing in Escrow. Notwithstanding anything to the contrary contained in the Contract, the Parties shall execute and deliver to the Escrow Agent the original, undated Closing Documents referred to in Section 12.1 (other than those referred to in Section 12.1.6 and Section 12.1.13 which will be delivered on or before the Closing Date) properly signed, witnessed and notarized (as applicable) within ten (10) days after the date on which the Escrow Agent receives the Mitigation Credit Escrow Amount from Buyer. The Escrow Agent shall hold all of the Closing Documents delivered to it in escrow until: (a) its receipt of the Second Deposit from Buyer or, if Section 8.7.7 applies, the time Seller notifies Buyer in writing that all of the Development Permits have been so issued to Seller, at which time, the Escrow Agent shall (i) release the Mortgage and notice of commencement from escrow and record the same pursuant to the terms of the Contract, and (ii) release the Collateral Assignment of Site Development Contracts from escrow and deliver the same to Buyer; and (b) Closing, at which time, the Escrow Agent shall release the remaining Closing Documents from escrow and deliver and/or record the same pursuant to the terms of the Contract.

26. Section 13. Section 13 of the Contract is hereby deleted in its entirety and replaced with the following:

13. Closing Procedure. The Closing shall proceed in the following manner:

13.1 Transfer of Funds. On or before the Closing Date, Buyer shall deliver the Cash to Close to the Escrow Agent by wire transfer to a depository designated by the Escrow Agent.

13.2 Delivery of Documents. To the extent not previously delivered to the Escrow Agent under Section 12.2, each Party shall, on or before the Closing Date, deliver to the Escrow Agent the original of any other Closing Documents required to be delivered by it pursuant to the terms of the Contract properly signed, witnessed and notarized (as applicable).

13.3 Disbursement of Funds and Documents. On the Closing Date, the Escrow Agent shall: (a) subject to Section 13.4, disburse to Seller any portion of the Deposit then held in escrow by the Escrow Agent, the Seller's Share of the Mitigation Credit Escrow Amount, the net proceeds due Seller as shown on the Closing Statement, and (except for those documents to be recorded and of which duplicate copies will be provided) original copies of those Closing Documents executed by Buyer, and (b) disburse to Buyer the Buyer's Share of the Mitigation Credit Escrow Amount and (except for those documents to be recorded and of which duplicate copies will be provided) original copies of those Closing Documents executed by Seller.

13.4 Holdback of Amounts Owed Contractors. If Seller fails to provide any final release from the contractor named in the construction contract attached to the Collateral Assignment of Site Development Contracts (the "Contractor") or a final release from any subcontractor of the Contractor who provided Seller with a notice to owner pursuant to the Construction Lien Law (a "Sub-Contractor"), then the Escrow Agent shall have the right to withhold from the closing proceeds otherwise payable to Seller under Section 13.3(a) an

amount equal to the amount that would be covered by any such final release(s). For purposes of this Section, the phrase "the amount that would be covered by such final release(s)" shall mean the amount owed/paid to the Contractor or any Sub-Contractor not covered by any release or waiver previously provided by the Contractor or Sub-Contractor and delivered to the Escrow Agent.

27. **Section 14.** The Parties hereby insert the following new provision into the Contract:

14.1.6 **Proration Effective Date.** Notwithstanding anything to the contrary contained in the Contract, the Parties hereby agree that all real estate and personal property taxes and assessments shall be prorated as of August 31, 2010, regardless of the actual Closing Date.

28. **Section 15.** Section 15 of the Contract is hereby deleted in its entirety and replaced with the following:

**Mitigation Fees.** The Parties hereby acknowledge that Seller has executed that certain Everglades Mitigation Bank Mitigation Credit Purchase and Sale Agreement dated January 2, 2008 (the "Mitigation Contract") for the purchase of 4.42 Freshwater Forested Mitigation Credits and has reserved 2.31 Freshwater Herbaceous Mitigation Credits under that certain letter dated February 3, 2010 from the United States Department of the Interior (the "Mitigation Credit Reservation Letter"). The 4.42 Freshwater Forested Mitigation Credits and the 2.31 Freshwater Herbaceous Mitigation Credits are referred to herein collectively as the "Mitigation Credits". Seller shall (using its own funds) purchase the Mitigation Credits as provided in Section 8.7.3, and the actual cost to purchase the Mitigation Credits is referred to herein as the "Mitigation Credit Purchase Price". The use and allocation of the Mitigation Credits by and between the Parties shall be as set forth in the Post-Closing Agreement.

29. **Section 16.** Section 16 of the Contract is hereby deleted in its entirety and replaced with the following:

**Possession.** Buyer shall be granted full possession of the Land at Closing, subject to the Permitted Exceptions.

30. **Section 18.** Section 18 of the Contract is hereby deleted in its entirety and replaced with the following:

18.1 **Buyer's Remedies for Seller's Default.** If Seller defaults on any term, condition, covenant or other provision of the Contract on the part of Seller to be performed and/or kept, then Buyer shall have, as its sole and exclusive remedy, any one of the following remedies: (a) the right to terminate the Contract by giving a written notice of termination to Seller, whereupon, the Contract shall terminate, the Escrow Agent shall record the Termination in the Public Records of Miami-Dade County, Florida and promptly return to Buyer (if and to the extent held in escrow) the Mitigation Credit Escrow Amount and the Deposit, Seller shall promptly pay Buyer an amount equal to the amount of Second Deposit proceeds previously released to it (if any, then such amount is referred to herein as the "Second Deposit Reimbursement") and an amount equal to the Buyer's Costs and, upon Seller's delivery to Buyer of the Second Deposit Reimbursement, the Escrow Agent shall record the Satisfaction in the Public Records of Miami-Dade County, Florida and, upon such recordation, the Parties shall be released from the Contract, except for those terms, provisions, obligations and liabilities that expressly survive its termination, provided, however, if Seller fails to deliver to Buyer the Second Deposit Reimbursement, then Buyer (in addition to terminating the Contract and receiving the return of the Mitigation Credit Escrow Amount and the Deposit as

provided herein) shall also have the right to exercise and enforce its rights under the Mortgage and Collateral Assignment of Site Development Contracts; or (b) to waive the default, proceed to Closing and close on and take title to the Land subject to such default without any reduction in the Purchase Price or claim against Seller; or (c) to commence an action for specific performance against Seller to compel Seller to convey title to the Land to Buyer in accordance with the terms of the Contract.

**18.2 Seller's Remedies for Buyer's Default.** If Buyer defaults on any term, condition, covenant or other provision of the Contract on the part of Buyer to be performed and/or kept, then Seller shall have as its sole and exclusive remedy the right to terminate the Contract and retain (a)(i) the entire Mitigation Credit Escrow Amount, if Seller has purchased the Mitigation Credits, or (a)(ii) \$75,000.00 of the Mitigation Credit Escrow Amount, if Seller has not purchased the Mitigation Credits, (b) the Initial Deposit, and (c) the Second Deposit (to the extent released to Seller and/or required by Seller to pay any contractor for work performed in connection with the Pre-Closing Site Preparation Work through the date on which the Contract is terminated (such amount being referred to herein as the "Second Deposit Forfeiture")), all as full and agreed upon liquidated damages in full and final settlement of any and all claims for damages Seller has or may have against Buyer for such default. Upon any such termination by Seller due to a default by Buyer, the Escrow Agent shall deliver the amount required by (a)(i) or (a)(ii) above (as applicable), the Initial Deposit, and the Second Deposit Forfeiture to Seller and record the Termination and Satisfaction in the Public Records of Miami-Dade County, Florida and, upon delivery of such amounts to Seller and recordation of such documents, the Escrow Agent shall be authorized to return the remaining balances (if any) of the Mitigation Credit Escrow Amount and Second Deposit to Buyer and, upon the return of such remaining balances, the Parties shall be released from the Contract, except for those terms, provisions, obligations and liabilities that expressly survive its termination. The Parties acknowledge and agree that this provision for liquidated damages is a fair and reasonable measure of the damages to be suffered by Seller in the event of Buyer's default under the Contract based on Seller having lost the opportunity to market and sell the Land to other persons, the fact that Seller would never have purchased the Mitigation Credits nor performed any of the Pre-Closing Site Preparation Work but for the execution of the Contract, and the fact that the exact amount of damages that Seller may incur is incapable of ascertainment.

**18.3 Notice and Opportunity to Cure Defaults.** Except for a Party's failure to deliver any money or document within the time period required by the Contract, Seller's failure to complete the Pre-Closing Site Preparation Work by the Pre-Closing Site Preparation Work Completion Date (as the same may be extended pursuant to the terms of the Contract), Buyer's failure to comply with the prohibitions set forth in Section 8.4, or a Party's failure to close on the Closing Date (for which there shall be no notice or opportunity to cure under this Section in any of the foregoing instances), prior to either Party declaring the other to be in default of the Contract, the non-defaulting Party shall first send a written notice of the default to the defaulting Party and to the Escrow Agent, and the defaulting Party shall have a period of thirty (30) days after receipt of such notice of default to cure the same. If the defaulting Party fails to cure the default set forth in the default notice within such thirty (30) day cure period, then the non-defaulting Party shall have the right to exercise and enforce its rights and remedies under this Section 18.

31. **Cut/Fill License.** The Parties hereby acknowledge that Seller must obtain from DERM, as part of the DERM Permit, a "Cut/Fill License". A requirement to the issuance of the Cut/Fill License is the recordation of a restrictive covenant in favor of DERM against all of the water management tracts as shown on the site plan submitted to DERM in connection with the DERM Permit Applications (such restrictive covenant

is referred to herein as the "Restrictive Covenant" and such site plan as submitted by Seller is referred to herein as the "Seller Site Plan"). The Seller Site Plan submitted to DERM in connection with the DERM Permit is a site plan for the Overall Property and shows four (4) water management tracts, with two (2) being located in the Seller's Retained Land and two (2) being located on the Land. It is anticipated by the Parties that the form of Restrictive Covenant that will be recorded in the Public Records of Miami-Dade County, Florida against the Overall Property (including the Land) is attached hereto and made a part hereof as Exhibit "L". Seller, prior to recording the Restrictive Covenant, shall provide Buyer with an executed copy of the same for Buyer to review and confirm that it is substantially in the same form as attached hereto as Exhibit "L". Seller, upon the expiration of five (5) business days after the date on which it delivers the executed copy of the Restrictive Covenant to Buyer, shall have the right to record the same unless it is substantially different than the form attached hereto as Exhibit "L" and the City objects to the recordation of the same prior to expiration of such five (5) business day review period. The Restrictive Covenant, as recorded, shall be a Permitted Exception. It shall be Buyer's obligation to modify the Restrictive Covenant after Closing when Buyer seeks to modify the DERM Permit based on its Site Plan.

32. **Memorandum of Contract.** The Parties, simultaneously with their execution and delivery of this Second Amendment, shall execute and deliver to the Escrow Agent a memorandum of contract (the "Memorandum of Contract") in the form attached hereto and made a part hereof as Exhibit "M" and a termination of the Memorandum of Contract in the form attached hereto and made a part hereof as Exhibit "N" (the "Termination"). The Escrow Agent shall, promptly after Seller receives the Approval Letter from Buyer, record the Memorandum of Contract in the Public Records of Miami-Dade County, Florida. At Closing, the Escrow Agent shall record the Termination in the Public Records of Miami-Dade County, Florida. The Parties shall equally share the cost to record the Memorandum of Contract and the Termination.

33. **Contingency.** This Second Amendment is expressly subject to and contingent upon the City Council of Buyer approving the same and all appeal periods to such approval having expired. Buyer, promptly upon its City Council having approved this Second Amendment and the expiration of all appeal periods to such approval having expired with no appeal to such approval having been filed, shall deliver a letter to Seller stating that the City Council of Buyer has approved this Second Amendment and that all appeal periods to such approval have expired with no appeal to such approval having been filed (the "Approval Letter"). If the City Council of Buyer rejects this Second Amendment or if Seller does not receive the Approval Letter within sixty (60) days after the date on which Seller signs this Amendment (the "Outside Approval Date"), then this Second Amendment and the Contract shall terminate on the fifth (5<sup>th</sup>) day after (a) the date on which this Second Amendment is rejected by the City Council of Buyer, or (b) after the Outside Approval Date, whichever date should first occur, unless the Parties otherwise agree in writing.

34. **Successors and Assigns.** This Second Amendment shall be binding upon and shall inure to the benefits of the Parties and their respective successors and assigns.

35. **Counterparts; Facsimile.** This Second Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Second Amendment. A facsimile shall serve as an original for all purposes.

36. **Ratification.** The Contract, as amended by this Second Amendment, remains in full force and effect unmodified, except by this Second Amendment. The Parties hereby ratify and confirm the Contract, as amended by this Second Amendment, in all respects.

[signatures follow on the next page]

Executed by the Parties as of the date first set forth above.

**SELLER:**

**SOUTHERN COMMERCE PARK AT DORAL, LLC**, a Florida limited liability company

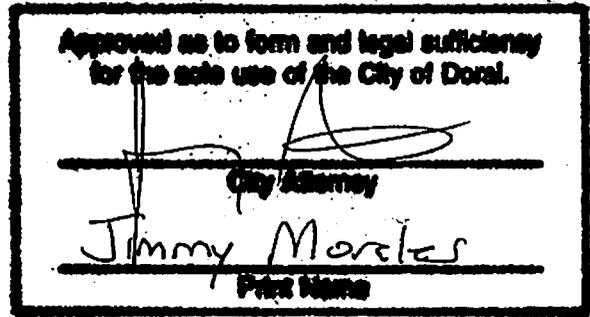
By: Southern Homes of Broward, Inc., a Florida corporation, its manager

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

**BUYER:**

**THE CITY OF DORAL**, a Florida municipal corporation

By: Yvonne Soler-McKinley  
Yvonne Soler-McKinley, City Manager



Barbara Herrera

Barbara Herrera, City Clerk

**EXHIBIT "A"**

**Deed**

**[see following three (3) pages]**

Prepared by:  
Michael S. Sheitelman, Esq.  
Sheitelman Law  
3858-S Sheridan Street  
Hollywood, Florida 33021

Record and Return to:  
Jason Post, Esq.  
Steams Weaver Miller Weissler Alhadeff &  
Sitterson, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

PCN: A Portion of Folio No. 35-3017-001-0610

(Space Reserved for Clerk of Court)

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and given as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company, having a mailing address of 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186 (the "Grantor"), to and in favor of THE CITY OF DORAL, a Florida municipal corporation, having a mailing address of 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166 (the "Grantee").

[Whenever used herein the terms "Grantor" and "Grantee" include the parties to this instrument, together with their respective successors and assigns.]

### WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to Grantee and its successors and assigns forever, the following described land lying, being, and situate in Miami-Dade County, Florida (the "Property"), to wit:

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

SUBJECT TO the matters set forth on Exhibit "A" attached hereto and made a part hereof, but this reference shall not operate to reimpose any of the same.

TO HAVE and to hold the same in fee simple forever.

GRANTOR hereby covenants with Grantee that it is lawfully seized of the Property in fee simple, that it has good right and lawful authority to sell and convey the Property, that it specially warrants the title to the Property and, subject to the matters set forth on Exhibit "A" attached hereto, will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no others.

[signatures and notary acknowledgment follow on next page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

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

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

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

STATE OF FLORIDA     )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

**EXHIBIT "A"**

1. Taxes and assessments for the year 2010 and subsequent years which are not yet due and payable;
2. Matters disclosed on the survey of the Property under Job. No. 09091, prepared by Hadonne Corp., Professional Land Surveyors and Mappers, dated as of October 5, 2009 and recertified on August 2, 2010;
3. Environmental Resource Permit Notice recorded in Official Records Book 26471, Page 2196 of the Public Records of Miami-Dade County, Florida, and all matters disclosed thereby;
4. Grant of Easement recorded in Official Records Book 10696, Page 1635 of the Public Records of Miami-Dade County, Florida; and
5. Restrictive Covenant recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Miami-Dade County, Florida.

**EXHIBIT "B"**

**Title Affidavit**

[see following two (2) pages]

**TITLE AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Hector Garcia (the "Affiant"), the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who being by me first duly sworn, deposes and says as follows:

1. Affiant is the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation (the "Manager"), the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company (the "Company"), and as such, Affiant has personal knowledge of all facts and matters stated herein.

2. The Company is the owner of that certain real property located in Miami-Dade County, Florida (the "Property") more particularly described in Chicago Title Insurance Company (the "Title Company") title commitment order number 3197218, as revised (the "Commitment"), having an effective date as of \_\_\_\_\_ at \_\_\_\_\_ (the "Effective Date").

3. To inform The City of Doral, a Florida municipal corporation (the "City"), that withholding of tax is not required under Section 1445 of the Internal Revenue Code upon the Company's sale of the Property (a U.S. real property interest) to the City, Affiant hereby states the following on behalf of the Company:

(a) The Company is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

(b) The Company is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations;

(c) The Company's U.S. employer identification number is 20-2347045; and

(d) The Company's office address is 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186.

4. There have been no improvements, repairs or renovations made to or upon the Property within the past 90 days by or under the Company for which there remain any outstanding and unpaid bills for labor, services, materials and/or supplies for which a lien can be claimed by anyone; and, all persons who have performed or provided any labor, services, materials or supplies to, for or upon the Property by or under the Company within the past 90 days have been or will be paid in full.

5. The Company has not entered into any written or oral lease, license or other use or occupancy agreement granting any third person any right to lease, license, use, occupy or possess the Property or any part thereof and, except as set forth in the Commitment or which might be disclosed by the survey of the Property under Job. No. 09091, prepared by Hadonne Corp., Professional Land Surveyors and Mappers, dated as of October 5, 2009 and recertified on August 2, 2010: (i) the Company is in sole and exclusive possession of the Property; (ii) no person or entity other than the Company has any right or lawful claim to use, occupy or possess the Property; and (iii) no person or entity is claiming any right to use, occupy or possess the Property.

6. There are no matters pending against the Company which could give rise to a lien that would attach to the Property subsequent to the Effective Date of the Commitment through the date on which the instrument conveying the interest being insured under the Commitment (the "Special Warranty Deed") is recorded in the Public Records of Miami-Dade County, Florida; and, Affiant will not record nor

allow the Company to record any instrument in the Public Records of Miami-Dade County, Florida adversely affecting title to the Property after the Effective Date of the Commitment and before the Special Warranty Deed is recorded in the Public Records of Miami-Dade County, Florida.

7. This instrument is given for the express purpose of inducing Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. (the "Title Agent"), as agent for the Title Company, to issue a title insurance policy pursuant to the Commitment. The Company shall indemnify, defend and hold Title Agent and Title Company harmless from and against any claims, causes of action, losses, damages, fees, costs and expenses (including reasonable attorneys' fees and court costs through all trial and appellate levels and proceedings) incurred by either of them on account of their reliance on any untrue statement made herein by Affiant.

8. Affiant has read the full facts of this Affidavit and understands its contents. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

EXECUTED BY AFFIANT as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**AFFIANT:**

\_\_\_\_\_  
Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company

SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who is personally known to me or has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed Name

**EXHIBIT "C"**

**General Assignment and Assumption Agreement**

**[see following five (5) pages]**

## GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made is entered into and executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company (the "Assignor"), and of the CITY OF DORAL, a Florida municipal corporation (the "Assignee").

### WITNESSETH:

Whereas, Assignor is the owner that that certain real property more particularly described on Exhibit "A" attached hereto (the "Overall Property"); and

Whereas, Assignor is on this date selling and conveying to Assignee that portion of the Overall Property as more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Property"); and

Whereas, Assignor, as part of the sale and conveyance of the Property to Assignee, is assigning to Assignee all of Assignor's right, title and interest in and to the "Assigned Property" (as hereinafter defined), if any, on the terms and provisions set forth hereinafter.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, remise, release and quit-claim unto Assignee all of Assignor's right, title, interest, claim and demand, if any and then only to the extent assignable, in and to the following as they relate to the Property (collectively, the "Assigned Property"): (a) all easements, privileges, rights-of-way, and lands underlying any adjacent streets or roads; (b) all land use zoning approvals, ordinances and/or resolutions; (c) all development rights including, but not limited to, all rights under any development order issued by any governmental authority; and (d) all permits, licenses and agreements with any utility company or governmental authority relating to the reservation, providing and/or installation of utilities and utility services including, without limitation, electric, drainage, water and sewer.

Notwithstanding anything to the contrary contained in this Agreement, the parties hereby acknowledge and agree that this Agreement does not include, and specifically excludes, any and all rights of Assignor under or with respect to (v) that certain South Florida Water Management District Environmental Resource Permit No. 13-03714-P, (w) that certain United States Army Corp of Engineers Section 404 Permit No. SAJ-2007-2674, (x) that certain Department of Environmental Resources Management \_\_\_\_\_ Permit No. \_\_\_\_\_, (y) any of the mitigation credits purchased under that certain Everglades Mitigation Bank Mitigation Credit Purchase and Sale Agreement dated January 2, 2008 for the purchase of 4.42 Freshwater Forested Mitigation Credits, and (z) any of the mitigation credits reserved under that certain letter dated February 3, 2010 from the United States Department of the Interior for the reservation of 2.31 Freshwater Herbaceous Mitigation Credits; all such rights of Assignor being addressed in one or more separate agreements between the parties hereto.

Assignee hereby accepts the foregoing assignment of the Assigned Property from Assignor and, from and after the Effective Date, agrees to be bound by and to perform all of the terms, covenants and conditions under and with respect to the Assigned Property as the same relates to the Property.

Assignor makes no representation or warranty, whether express or implied, whatsoever with respect to any of the Assigned Property, except that Assignor hereby represents and warrants to Assignee that Assignor has not previously assigned or conveyed, and hereby covenants and agrees not to assign, convey or encumber from and after the Effective Date, any right, title or interest in or to the Assigned Property to or in favor of any person or entity other than to Assignee.

Each party covenants and agrees to perform such other acts, and to execute, acknowledge and deliver such other agreements, documents, instruments and materials as the other party may reasonably

request in order to give effect to the purpose and intent of this Agreement.

If any action, litigation or other proceeding arising out of this Agreement is commenced by any party against any other party, then the prevailing party in such action, litigation or proceeding shall recover all fees, costs and expenses incurred thereby therein (including, but not limited to, reasonable attorneys fees and costs at all trial, appellate and post-judgment proceedings) from the non-prevailing party.

This Agreement contains the entire agreement and understanding between the parties relating to the matters contained herein and contemplated hereby, and all prior or contemporaneous agreements, understandings, terms, covenants, conditions, representations, warranties and statements, whether oral or written, are merged herein.

This Agreement cannot be amended or modified except in writing signed by the party against whom enforcement is sought.

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and/or assigns.

This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement.

[signatures follow on next page]

EXECUTED BY the parties as of the date and year first set forth above.

**ASSIGNOR:**

Southern Commerce Park at Doral, LLC, a  
Florida limited liability company

By: Southern Homes of Broward, Inc., a  
Florida corporation

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

**ASSIGNEE:**

THE CITY OF DORAL, a Florida municipal  
corporation

By: \_\_\_\_\_  
Yvonne Soler-McKinley, City Manager

**EXHIBIT "A"**

**The Legal Description of the Overall Property**

Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "B"**

**The Legal Description of the Property**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "D"**

**Affidavit of Governing Documents**

**[see following thirty-one (31) pages]**

**AFFIDAVIT OF GOVERNING DOCUMENTS**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Hector Garcia (the "Affiant"), the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who being by me first duly sworn, deposes and says as follows:

1. Affiant is the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation (the "Manager"), the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company (the "Company"), and as such, Affiant has personal knowledge of all facts and matters stated herein.

2. Attached hereto as Attachment "1" is a true and complete copy of the Articles of Organization for the Company.

3. Attached hereto as Attachment "2" are true and correct copies of those pages of the Operating Agreement for the Company which set forth the purpose of the Company, the management of the Company being vested in a manager, the powers of the manager, the names of the members of the Company and the voting rights of members of the Company.

4. Attached hereto as Attachment "3" is a true and complete copy of the Articles of Incorporation for the Manager.

5. Attached hereto as Attachment "4" is a true and complete copy of the Bylaws of the Manager.

6. Affiant has read the full facts of this Affidavit and understands its contents. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

EXECUTED BY AFFIANT as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**AFFIANT:**

\_\_\_\_\_  
Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company

SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who is personally known to me or has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public, State of Florida  
\_\_\_\_\_  
Printed Name

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L05000016364  
FILED 8:00 AM  
February 17, 2005  
Sec. Of State  
mthomas

**Article I**

The name of the Limited Liability Company is:  
SOUTHERN COMMERCE PARK AT DORAL, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:  
12900 SW 128 STREET  
SUITE 100  
MIAMI, FL. 33186

The mailing address of the Limited Liability Company is:  
12900 SW 128 STREET  
SUITE 100  
MIAMI, FL. 33186

**Article III**

The purpose for which this Limited Liability Company is organized is:  
ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The name and Florida street address of the registered agent is:  
WILLIAM GARCIA  
12900 SW 128 STREET  
SUITE 200  
MIAMI, FL. 33186

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: WILLIAM GARCIA

**Article V**

The name and address of managing members/managers are:

Title: MGR  
SOUTHERN HOMES OF BROWARD, INC.  
12900 SW 128 ST, SUITE 100  
MIAMI, FL. 33186

L05000016364  
FILED 8:00 AM  
February 17, 2005  
Sec. Of State  
mthomas

**Article VI**

The effective date for this Limited Liability Company shall be:

02/17/2005

Signature of member or an authorized representative of a member

Signature: HECTOR GARCIA

---

---

**LIMITED LIABILITY COMPANY**

**OPERATING AGREEMENT**

**FOR**

**SOUTHERN COMMERCE PARK AT DORAL, LLC,**

**A FLORIDA LIMITED LIABILITY COMPANY**

---

---

## OPERATING AGREEMENT

This Operating Agreement (the "Agreement") is made and adopted as of the Effective Date of February \_\_\_ 2005, by SOUTHERN COMMERCE PARK AT DORAL, LLC., a Florida limited liability company (hereinafter referred to as "Southern"), and those parties identified on the Schedule of members attached hereto and made a part hereof as Exhibit "A" (hereinafter collectively with Southern referred to as the "Members").

In consideration of the mutual promises made and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I DEFINITIONS

1.1 Definitions. The following terms shall have the following meanings when used herein:

"Act" - The Florida Limited Liability Company Act, Sections 608.401-608.514, of the Florida Statutes, as amended from time to time.

"Additional Capital Contributions" - Additional funds contributed by Members as may become necessary as discussed in Article IV Section 4.2.

"Adjusted Capital Account Deficit" - With respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amount which such Member is obligated to restore pursuant to Treasury Regulations §1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Treasury Regulations §1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Adjusted Capital Contribution(s)" - As of any day, a Member's Capital Contributions plus Additional Capital Contributions adjusted as follows:

(i) increased by the amount of any Company liabilities which, in connection with distributions are assumed by such Member or are secured by any Company Property distributed to such Member;

(ii) reduced by the amount of cash and the Gross Asset Value of any Company Property distributed to such Member, and the amount of any liabilities of such Member assumed by the Company which are secured by any property contributed by such Member to the Company.

will not be taken into account in computing Profits or Losses.

**"Pro Forma Statements"** - The performance assumptions prepared by SOUTHERN.

**"Services"** - Acquiring land, planning, developing, marketing, selling and constructing residential units at the Development.

**"Treasury Regulations"** - The final and temporary (but not proposed) Income Tax Regulations promulgated under the Code, as such Treasury Regulations may be amended from time to time (including corresponding provisions of succeeding Treasury Regulations).

**"Unrecovered Capital"** - With respect to a Member, an amount, determined for each day of a particular Fiscal Year, equal to the aggregate of all Capital Contributions and Additional Capital Contributions made by such Member and reduced by all distributions made to such Member on or before such day (excluding, however, payments of principal and interest on Member Loans).

1.2 **Construction.** Whenever the context requires, the gender of all words used in this Agreement will include the masculine, feminine and neuter. Unless otherwise specified, all references to Articles and Sections refer to articles and sections of this Agreement, and all references to Exhibits are to Exhibits attached hereto, each of which is made a part hereof for all purposes. The captions contained herein are solely for the convenience of the parties and will not constitute a part of the substance, intent or terms of this Agreement, nor will such captions be considered in the construction of this Agreement. To the extent not otherwise provided in this Agreement, the rights, duties and relations of the Members and Manager will be controlled by the laws of the State of Florida, including the Act.

## **ARTICLE II** **FORMATION, PURPOSES, FORM AND PROPERTY**

### **2.1 Formation.**

2.1.1 This Company has been created pursuant to the laws of the State of Florida and the Act. However, other than where the Act expressly provides that it supersedes any provision contained in this Agreement, the terms of this Agreement will apply.

2.1.2 The Company will be managed by one Manager.

2.2 **Name.** The name of the Company is "SOUTHERN COMMERCE PARK AT DORAL, LLC".

2.3 **Purposes.** The purposes of the Company are to acquire, plan, develop, construct, market, sell or lease commercial office buildings, and to do all things necessary, advisable and expedient in connection with, or incidental to, such activities.

occurs, was the owner of the Company Interest. The Manager and the Company will incur no liability for making allocations and distributions in accordance with the provisions of this Section 6.3, whether or not the Manager or the Company has knowledge of any Disposition of Company Interest.

6.4 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution or allocation to the Company or the Members will be treated as amounts distributed to the Members pursuant to this Article VI for all purposes under this Agreement. The Manager is authorized to withhold from distributions, or with respect to allocations, to the Members and to pay over to any federal, state or local government any amounts required to be so withheld pursuant to the Code or any provision of any other federal, state or local law, and will allocate such amounts to the Members with respect to which such amount was withheld.

## ARTICLE VII MEMBERS

7.1 Members' Company Interests. The Company will not issue certificates evidencing the ownership of Company Interests, nor will it maintain a register of certificates. Notwithstanding anything to the contrary herein, for voting purposes only, Member Southern Builders of South Florida, Inc., shall control the voting rights and be entitled to vote fifty one percent (51%) of the voting rights and/or percentage interests of all Members on any decisions to be made by the Members herein. The remaining voting rights shall be proportionately allocated to the remaining Members.

### 7.2 Actions by Members.

7.2.1 The Members will hold an annual meeting at the time and place designated by the Manager but no later than one hundred and twenty (120) days after the close of the Company's Fiscal Year.

7.2.2 Special meetings of the Members will be held when directed by the Manager, or when requested by Notice from the holders of not less than sixty (60%) of all Percentage Interests entitled to vote at the meeting.

7.2.3 Meetings of Members will be held within the State of Florida.

7.2.4 Notice of a meeting of Members must state the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, and such Notice must be delivered to each Member not less than ten (10) nor more than sixty (60) days before the meeting.

7.2.5 When a meeting is adjourned to another time or place, it will not be necessary to give any Notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the

original date of the meeting. If, however, after the adjournment the Manager fixes a new date for the adjourned meeting, a Notice of the adjourned meeting must be given to each Member.

7.2.6 Each of the voting Member(s) will be entitled at each meeting, and upon each proposal presented at a meeting of Members, to vote in person or by proxy. Every proxy must be signed by the Member, and no proxy will be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy will be revocable at the pleasure of the Member executing it. The authority of the holder of a proxy to act will not be revoked by the incompetence or death of the Member (if such Member is a natural person) who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death shall have been received by the Company. If expressly provided in a proxy, a proxy holder may appoint in writing a substitute to act in its place.

7.2.7 Any action required or permitted by law or this Agreement to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall have been signed by Members owning not less than the Percentage Interests that would have been necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, the Manager will give Notice to those Members who have not consented in writing. The Notice will fairly summarize the material features of the authorized action.

## ARTICLE VIII MANAGEMENT

### 8.1 Rights, Powers and Duties of the Manager.

The overall management and control of all aspects of the business affairs of the Company shall be vested exclusively in the Manager. The Manager shall have all the rights and powers of a Manager as provided by law, and as provided by the Management Agreement. Each Member, by their execution hereof, does hereby acknowledge and agree that the Manager may be an affiliate of, or related to, Southern, and that certain contractual relationships may be entered into by the Manager on behalf of the Company with parties which may be affiliates of, with or related to Southern.

### 8.2 Liability and Indemnification.

No Member nor any of its officers, shareholders, directors, employees or agents shall be liable to the Company or any Member for any loss or liability incurred in connection with any act or omission in the conduct of the business of the Company in accordance with the terms hereof, including, but not limited to, any liability under any financing executed by the Manager as agent for the Company, except for any loss or liability which the Company incurs in connection with such person's or entity's fraud, willful and wanton misconduct or gross negligence (provided that nothing contained herein shall relieve a Member of any liability for the fraud, willful and wanton misconduct, or gross negligence of such Member's officers,

16.16 No Oral Modification. No modification or waiver of this Agreement or any part thereof shall be valid or effective unless in writing and signed by the party or parties required herein; no waiver of any breach or condition of this Agreement shall be deemed a waiver of any subsequent breach, whether of like or different nature.

16.17 Governing Law. This Agreement and the rights of the Members shall be governed by and construed or enforced in accordance with the laws of the State of Florida without regard to any conflict of law provisions.

16.18 Notices. All notices required pursuant to this Agreement, shall be in writing and shall be deemed to have been delivered and given for all purposes: a) if delivered personally to the party or the address listed in this Operating Agreement; or, b) if sent by registered or certified mail, postage is prepaid, five (5) days after posted in the United States Post Office, whether or not the same is actually received, provided the same is addressed as follows:

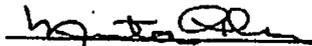
IN WITNESS WHEREOF, the Member has executed this Agreement on the day and year first above written.

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_

  
\_\_\_\_\_

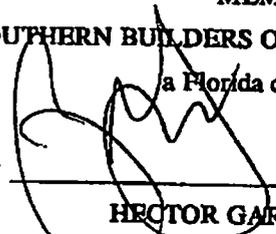
  
\_\_\_\_\_

  
\_\_\_\_\_

MEMBER:

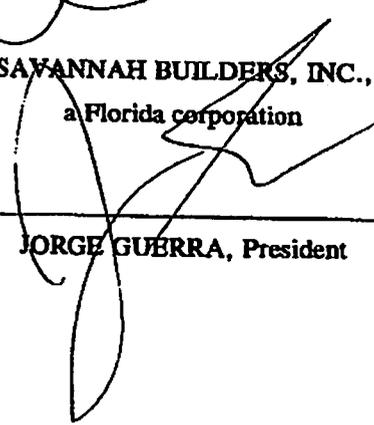
SOUTHERN BUILDERS OF SOUTH FLORIDA, INC.  
a Florida corporation

BY:

  
HECTOR GARCIA, President

SAVANNAH BUILDERS, INC.,  
a Florida corporation

BY: 

  
JORGE GUERRA, President

**CERTIFICATE OF INCORPORATION**  
**OF**  
**SOUTHERN HOMES OF BROWARD, INC.**

**FILED**  
**98 SEP 16 PM 12:58**  
**SECRETARY OF STATE**  
**TALLHASSEE FLORIDA**

WE, the undersigned hereby associate for the purpose of becoming a Corporation under the laws of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation for profit.

**ARTICLE I**

The name of the Corporation shall be: SOUTHERN HOMES OF BROWARD, INC.

**ARTICLE II**

The Corporation may engage in any activity or business permitted under the laws of the United States and the State of Florida.

**ARTICLE III**

The maximum number of shares of stock with a One Dollar, (\$1.00) par value that is authorized to have outstanding at any one time is Five Hundred (500) shares.

**ARTICLE IV**

The amount of Capital with which this Corporation will begin business will not be less than Five Hundred Dollars (\$500.00).

**ARTICLE V**

The capital stock of this Corporation shall be issued pursuant to a plan under Section 1244, Internal Revenue Code of 1954, as added by the Small Business Tax Revision Act of 1958; all of the stocks and securities in lieu of cash or at a just valuation are to be determined by the Board of Directors of this Corporation.

**ARTICLE VI**

This Corporation is to have perpetual existence.

**ARTICLE VII**

The principal office of this Corporation shall be:

7990 S.W. 117<sup>TH</sup> AVENUE  
Suite 135  
Miami, Florida 33183

**ARTICLE VIII**

The number of members of the Board of Directors of this Corporation shall not be less than one person. The name and post office address of the first Board of Director, who, subject to the provisions of this Certificate of Incorporation, the By-Laws and Acts of Legislature, shall hold office for the first year of the Corporation's existence or until successors are elected and shall be duly qualified are:

<u>Name</u>	<u>Address</u>
Gerardo L. Aguirre Director	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183
Hector Garcia Director	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183

**ARTICLE IX**

The name and post office address of each subscriber to this Certificate of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
Gerardo L. Aguirre	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183
Hector Garcia	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183

#### ARTICLE X

No shareholder of this Corporation may sell or transfer stock in this Corporation except to another individual who is eligible to be a shareholder in this Corporation, and such sale or transfer may be made only after the same shall have been approved at a shareholder's meeting, exclusive of the stock to be sold. The shares of stock held by the stockholder proposing to sell or transfer his shares may not be voted or counted for the purpose of said meeting.

#### ARTICLE XI

The Corporation shall have the further right and power to; from time to time determine whether and to what extent and at what time and places and under what conditions and regulations the accounting books of this Corporation (other than the stock books) or any of them, shall be open to the inspection of the stockholder, and no stockholder shall have the right of inspecting any account book or document of this Corporation except as conferred by statute, unless authorized by resolution of the stockholders or the Board of Directors.

#### ARTICLE XII

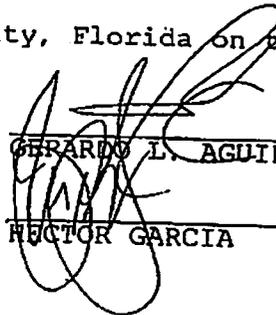
The Corporation in its By-Laws, may confer powers upon its Board of Directors or Officers, in addition to the foregoing, and in addition to the powers authorized and expressly conferred by Statute.

Both Stockholders and Directors shall have the power, if the By-Laws so provide, to hold their respective meetings and to have one or more Officers within and without the State of Florida, and to keep the books of this Corporation (subject to the provisions of this statute) outside the State of Florida, at such places as may, from time to time, be designated by the Board of Directors.

The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation in any manner now or hereafter prescribed by Statute, and all rights conferred upon the Stockholders herein, are granted subject to this reservation.

WE, the undersigned, being the only original subscriber to the capital stock herein above named for the purpose of forming a corporation for profit to do business both within and without the State of Florida, do hereby make, subscribe, acknowledge and file this Certificate hereby declaring that the facts herein above stated are true and so respectively agree to abide by the Articles as herein stated.

SUBSCRIBED AT MIAMI, Dade County, Florida on this 28 day of August, 1998.

  
\_\_\_\_\_  
GERARDO L. AGUIRRE

\_\_\_\_\_  
HECTOR GARCIA

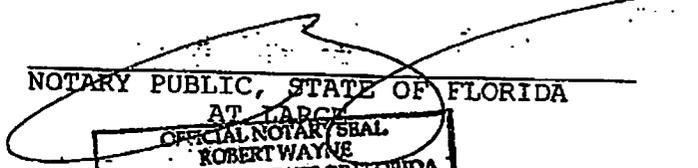
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority personally appeared GERARDO L. AGUIRRE AND HECTOR GARCIA, who after being first duly sworn and under oath, deposes and states that he signed the above and foregoing Certificate of Incorporation on this 28 day of August, 1998.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA

  
AT LARGY  
OFFICIAL NOTARY SEAL  
ROBERT WAYNE  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC530812  
MY COMMISSION EXP. FEB. 24, 2000

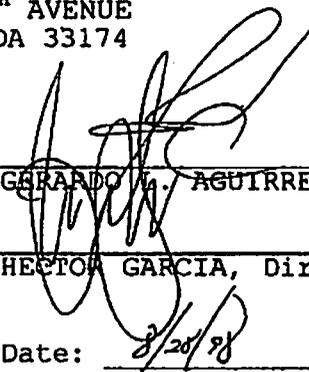
**CERTIFICATE OF DESIGNATION  
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is: SOUTHERN HOMES OF BROWARD, INC.

2. The name and address of the registered agent and office is:

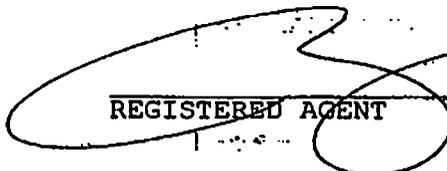
ROBERT WAYNE, ESQUIRE  
1225 S.W. 87<sup>TH</sup> AVENUE  
MIAMI, FLORIDA 33174

  
\_\_\_\_\_  
GERARDO M. AGUIRRE, Director

\_\_\_\_\_  
HECTOR GARCIA, Director

Date: 8/20/98

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

  
\_\_\_\_\_  
REGISTERED AGENT

Date: August 31, 1998

FILED  
98 SEP 16 PM 12:55  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**BYLAWS**  
**OF**  
**SOUTHERN HOMES OF BROWARD, INC.**

***ARTICLE I***

***Principal Office***

The principal office of the Corporation shall be established and maintained at 12900 SW 128<sup>th</sup> Street, Suite 100, Miami, Florida 33186, until changed to such place or places as the Board of Directors may determine.

***ARTICLE II***

***Seal***

The Corporation shall have a corporate seal which shall be in circular form and have inscribed thereon the name of the Corporation, the year of its incorporation and the words "CORPORATE SEAL" and may use the same by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced upon any paper or document.

***ARTICLE III***

***Meetings of Shareholders***

***SECTION 1. Place of Meeting.*** All meetings of the shareholders shall be held at such place within or without the State of Florida as shall be designated from time to time by the Board of Directors and stated in the notice of such meeting or in a duly executed waiver of notice thereof.

***SECTION 2. Annual Meetings.*** The annual meeting of the shareholders of the Corporation shall be held the first Monday of September beginning in 1999. If the day fixed for the annual meeting shall be a legal holiday in the State of Florida or the state or jurisdiction where

the meeting is to be held, such meeting shall be held on the next succeeding business day. The purpose of the annual meeting of shareholders shall be to elect directors and to transact such other business as may come before the meeting. If the election of directors shall not be held on the day designated herein for the annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause such election to be held at a special meeting of the shareholders as soon thereafter as conveniently possible.

*SECTION 3. Special Meetings.* Special meetings of the shareholders, for any purpose or purposes, may be called (a) by the Board of Directors, (b) by the holders of not less than three quarters of all the shares entitled to vote at the meeting, or (c) by the President.

*SECTION 4. Notice of Meetings.* Whenever shareholders are required or authorized to take any action at a meeting, a notice of such meeting, stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered, no fewer than ten (10) nor more than sixty (60) days before the date set for such meeting, either personally or by first-class mail, by or at the direction of the President or the Secretary, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder, at his address as it appears on the stock transfer books of the Corporation, with first-class postage prepaid thereon. Written waiver by a shareholder of notice of a shareholders' meeting, signed by him, whether before or after the time stated thereon, shall be equivalent to the giving of such notice.

*SECTION 5. Action by Consent in Writing.* Any action required or permitted to be taken at any annual or special meeting of the shareholders of this Corporation may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action

so taken, shall be signed by the holders of the outstanding stock, having no fewer than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

*SECTION 6. Quorum.* The majority of the shares entitled to vote thereat, present or represented by proxy at any meeting, shall constitute a quorum of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting, subject to the provisions of Section 4 hereof.

*SECTION 7. Required Vote.* If a quorum is present at any meeting, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the question is one for which, by express provision of law or of the Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

*SECTION 8. Voting and Proxies.* Except as otherwise provided in the Articles of Incorporation or by the terms of any outstanding series of Preferred Stock of the Corporation, each

shareholder shall be entitled at each meeting and upon each proposal presented at such meeting to one vote in person or by proxy for each share of voting stock recorded in his name on the books of the Corporation on the record date fixed as below provided, or if no such record date was fixed, on the day of the meeting. Every proxy must be signed by the shareholder or his attorney in fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by law. If a proxy expressly provides, any proxy-holder may appoint in writing a substitute to act in his place.

*SECTION 9. Voting Lists.* The Secretary shall have charge of the stock ledger and shall prepare and make, or cause to be prepared and made, at least ten (10) days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number and class and series, if any, of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder at any time during usual business hours for a period of at least ten (10) days prior to the meeting, either at (i) the registered office of the Corporation, (ii) the principal place of business of the Corporation, or (iii) the office of the transfer agent or registrar of the Corporation. The list also shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder or proxy who is present. The stock ledger shall be the only evidence as to who are the shareholders entitled to examine the stock ledger, the list required by this section or the books of the Corporation, or to vote in person or by proxy at any meeting of shareholders. The requirements set forth in this section shall not apply to any meeting occurring while the Corporation has fewer than six shareholders.

*SECTION 10. Record Date.* In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix in advance, but shall not be required to, a record date in accordance with the Florida Statutes then in effect.

*SECTION 11. Office.* No person shall be required to own, hold or control stock in the Corporation as a condition precedent to holding an office in the Corporation.

#### *ARTICLE IV*

##### *Board of Directors*

*SECTION 1. Powers.* The business of the Corporation shall be managed and its corporate powers shall be exercised by its Board of Directors, except as otherwise provided by statute or by the Articles of Incorporation.

*SECTION 2. Number.* Until the number is changed by resolution of the shareholders at any time and from time to time, the Board shall consist of at least (1) director.

*SECTION 3. Election and Term of Office.* Directors shall be elected at the annual meeting of shareholders, except as provided in Sections 4 and 5 of this Article. At each meeting of shareholders for the election of directors at which a quorum is present, the persons receiving the greatest number of votes, up to the number of directors to be elected, shall be the directors. Each director shall hold office until the next succeeding annual meeting, or until his successor is elected and qualified, or until his earlier resignation by written notice to the Secretary of the Corporation, or until his removal from office.

*SECTION 4. Vacancies.* Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected until the next annual meeting of the shareholders. If there are no directors in office, then any officer or any shareholder or an executor, administrator, trustee or guardian of a shareholder or other fiduciary entrusted with like responsibility for the person or estate of a shareholder, may call a special meeting of shareholders for the purpose of electing a new Board of Directors.

*SECTION 5. Removal.* At a special meeting of the shareholders, duly called expressly for that purpose as provided in these Bylaws, any director or directors, by the affirmative vote of the holders of a majority of all the shares of stock outstanding and entitled to vote for the election of directors, may be removed from office, either with or without cause, and the remaining directors, in the manner provided in these Bylaws, shall fill any vacancy or vacancies created by such a removal.

*SECTION 6. Place of Meetings.* Meetings of the Board of Directors of the Corporation, regular or special, may be held either within or without the State of Florida.

*SECTION 7. Regular Meetings.* The Board of Directors shall hold a regular meeting each year immediately after the annual meeting of the shareholders at the place where such meeting of the shareholders was held for the purpose of election of officers and for the consideration of any other business that may be properly brought before the meeting. No notice of any kind to either old or new members of the Board of Directors for such regular meeting shall be necessary.

**SECTION 8. Special Meetings.** Special meetings of the Board of Directors may be called by any two directors, the Chairman of the Board or the President or Secretary on two (2) days' written notice to each director, either personally or by mail or by telegram. Notice of any special meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance by a director at a special meeting shall constitute a waiver of notice of such special meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because such special meeting is not lawfully convened.

**SECTION 9. Quorum.** A majority of all the directors shall constitute a quorum for the transaction of business. The affirmative vote of the majority of directors present at a meeting where a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

**SECTION 10. Compensation.** The Board of Directors shall have the authority to fix the compensation of directors, and the directors may be paid their expenses, if any, for attendance at each meeting of the Board of Directors.

**SECTION 11. Executive Committee.** The Board, by resolution passed by a majority of the whole Board, may designate from among its members an executive committee and one or more other committees, which committees, to the extent provided in such resolution, shall have and exercise any or all of the authority of the Board of Directors, except that no such committee shall have the authority to take actions prohibited to such committees by the Florida Statutes.

*SECTION 12. Presence at Meetings.* Members of the Board of Directors or an executive committee shall be deemed present in person at a meeting of such Board or committee if a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other is used.

*SECTION 13. Written Consent.* Any action of the Board of Directors or of any committee thereof, which is required or permitted to be taken at a regular or special meeting, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, signed by all of the members of the Board of Directors or of the committee, as the case may be, is filed in the minutes of the proceedings of the Board of Directors or committee.

## *ARTICLE V*

### *Officers*

*SECTION 1. Designation.* The Corporation shall have a President, a Secretary and a Treasurer. The Corporation also may have, at the discretion of the Board of Directors, a Chairman of the Board and one or more Vice Presidents (however titled), Assistant Secretaries and Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. One person may hold two or more offices.

*SECTION 2. Election.* The Board of Directors shall elect a President, a Secretary and a Treasurer, and may elect such other officers, including a Chairman of the Board, as the business of the Corporation may require, all such officers to be elected at the annual meeting of the Board of Directors or at a special meeting called for that purpose. Each such officer shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified. Officers shall be elected by the affirmative vote of the majority of

directors present at a meeting where a quorum is present.

*SECTION 3. Removal and Resignation.* Any officer elected or appointed by the Board of Directors may be removed, either with or without cause, by the affirmative vote of the majority of directors present at any meeting where a quorum is present. Any officer may resign at any time by giving written notice to the Board of Directors, or to the Chairman of the Board, if one shall have been elected, or to the President or the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

*SECTION 4. Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the Board of Directors.

*SECTION 5. Chairman of the Board.* The Chairman of the Board, if there shall be such an officer, if present, shall preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board of Directors or prescribed by these Bylaws.

*SECTION 6. President.* The President shall be the chief executive officer of the Corporation and, subject to the control of the Board of Directors, shall have control of the business affairs of the Corporation, and in particular shall have the authority to open bank accounts on behalf of the Corporation and shall the authority to negotiate and obtain any loan financing deemed necessary and shall preside at all meetings of the shareholders, and in the absence of the Chairman of the Board, shall preside at all meetings of the Board of Directors. She shall execute deeds, bonds,

mortgages and other instruments on behalf of the Corporation, except where required or permitted by law to be signed and executed otherwise and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation. She shall be ex-officio a member of all the standing committees, if any, shall have the general powers and duties of management usually vested in the office of the chief executive officer of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

*SECTION 7. Executive Vice President.* The Executive Vice Presidents, if any, shall have such powers and perform such duties as may be prescribed from time to time for them respectively by the Chairman of the Board, the President, the Board of Directors or these Bylaws.

*SECTION 8. Secretary.* The Secretary shall keep, or cause to be kept, a book of minutes at the registered or principal office, or such other place as the Board of Directors may order, of all meetings of directors and shareholders, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of shares present or represented at shareholders' meetings and the proceedings thereof.

The Secretary shall give, or cause to be given, notice of all the meetings of the shareholders and of the Board of Directors required by these Bylaws or by law to be given, and he shall keep the seal of the Corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

*SECTION 9. Treasurer.* The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the

Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall be open at all reasonable times to inspection by any director.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation, shall render to the President and any director, whenever requested, an account of all his transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. If specifically required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

*SECTION 10. Compensation.* The compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board of Directors, or by such officer or officers as said Board shall direct, and no officer shall be prevented from receiving such compensation by reason of the fact that he is or was a director of the Corporation.

## *ARTICLE VI*

### *Certificates of Stock*

*SECTION 1. Description.* Every shareholder shall be entitled to have for each kind, class or series of stock held a certificate certifying the number of shares thereof held of record by him. Certificates shall be signed by the President or a Vice-President and the Secretary or an Assis-

tant Secretary, and may be sealed with the seal of the Corporation. The seal may be facsimile, engraved or printed. Where such certificate is signed by a transfer agent or a registrar other than the Corporation itself, the signature of any of those officers named herein may be facsimile. In case any officer who signed, or whose facsimile signature has been used on, any certificate shall cease to be such officer for any reason before the certificate has been delivered by the Corporation, such certificate may nevertheless be adopted by the Corporation and issued and delivered as though the person who signed it or whose facsimile signature has been used thereon had not ceased to be such officer.

*SECTION 2. Lost Certificates.* The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed. The Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

*SECTION 3. Preferences.* If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the distinguishing characteristics of each class or series, including designations, the relative rights and preferences or limitations as regards dividend rates, redemption rights, conversion privileges, voting powers or restrictions or qualifications of voting powers, or such other distinguishing characteristics as shall be stated either in the Articles of Incorporation or in the resolution or resolutions providing for the issue of such stock adopted by the Board of Directors or a duly constituted executive committee shall be set forth in full on the face or back of the certificate which the Corporation shall issue to represent such kind, class or series of

stock, provided that, in lieu of the foregoing requirements, said provisions may be either (a) summarized on the face or back of the certificate or (b) incorporated by reference made on the face or back of the certificate where such reference states that a copy of said provisions, certified by an officer of the Corporation, will be furnished by the Corporation or its transfer agent, without cost, to and upon request of the certificate holder.

*SECTION 4. Transfers of Stock.* Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books, except as otherwise required by law or by the terms of the stock certificate.

*SECTION 5. Registered Shareholders.* The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls, to the extent permitted by law, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to interest in such shares on the part of any other person, regardless of whether it shall have express or other notice thereof, except as otherwise required by law.

## *ARTICLE VII*

### *General Provisions*

*SECTION 1. Dividends.* The Board of Directors, at any regular or special meeting thereof, subject to any restrictions established by law or contained in the Articles of Incorporation, may declare and pay dividends upon the shares of its capital stock in cash, property or its own shares, except when the Corporation is insolvent or when the payment thereof would render the Corporation

insolvent.

*SECTION 2. Checks.* All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may designate from time to time.

*SECTION 3. Fiscal Year.* The fiscal year of the Corporation shall end on the 31st day of December.

*SECTION 4. Execution of Deeds, Contracts and Other Documents.* Except as otherwise provided by the Articles of Incorporation and the Board of Directors, all deeds and mortgages made by the Corporation and all other written contracts and agreements to which the Corporation shall be a party may be executed on behalf of the Corporation by the Chairman of the Board, if one shall have been elected, the President or one or more Vice Presidents, if any shall have been elected, and may be attested to and the corporate seal affixed thereto by the Secretary or Assistant Secretary. The Board of Directors may authorize the execution of deeds, mortgages and all other written contracts and agreements to which the Corporation may be a party by such other officers, assistant officers or agents, as may be selected by the said Chairman of the Board or President from time to time and with such limitations and restrictions as authorization may prescribe.

## *ARTICLE VIII*

### *Amendment to Bylaws*

These Bylaws may be altered, amended, repealed or added to by the vote of a majority of the Board of Directors present at any regular meeting of the said Board, or at a special meeting of the directors called for that purpose, provided a quorum of the directors are present at such meeting, unless the power to alter, amend, repeal or add to the Bylaws is reserved to the shareholders by the

Articles of Incorporation.

**ARTICLE IX**

**Indemnification**

**SECTION 1. General.** The Corporation may indemnify to the fullest extent permitted by law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise.

**SECTION 2. Expenses.** To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above, or in any defense of any claim, issue or matter therein, he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him in connection therewith.

**SECTION 3. Standard of Conduct.** Any indemnification shall be made hereunder, unless pursuant to a determination by a court, only if a determination is made that indemnification of the director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct required by law. Such determination shall be made as required by law.

**SECTION 4. Advance Expenses.** Expenses incurred in defending any action, suit or proceeding may be paid in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Section 3 above upon receipt of any undertaking by or on

behalf of the director, officer, employee or agent to repay such amount, if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article.

*SECTION 5. Benefit.* The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person.

*SECTION 6. Insurance.* The Corporation shall be empowered to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

*SECTION 7. Affiliates.* For the purposes of this Article, references to "the Corporation" include all constituent corporations absorbed in a consolidation or merger, as well as the resulting or surviving corporation, so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article

with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

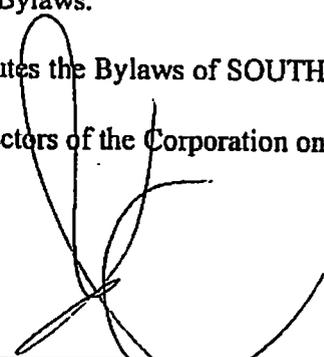
*SECTION 8. Survival.* Upon the death of any person having a right to indemnification under this Article, such right shall inure to his heirs and legal representatives. In addition, such heirs and legal representatives shall be entitled to indemnification, under the terms of this Article, against all expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) imposed upon or reasonably incurred by them in connection with any claim, action, suit or proceeding described in the foregoing Section 1 on account of such deceased person.

#### *ARTICLE X*

##### *Severability*

The provisions of these Bylaws shall be separable each from any and all other provisions of these Bylaws, and if any such provision shall be adjudged to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, or the powers granted to this Corporation by the Articles of Incorporation or Bylaws.

THIS CERTIFIES that the foregoing constitutes the Bylaws of SOUTHERN HOMES OF BROWARD, INC., as adopted by the Board of Directors of the Corporation on the 30 day of September, 1998.

  
\_\_\_\_\_  
Gerardo Aguirre, Secretary

(Corporate Seal)

**EXHIBIT "E-1"**

**Resolutions - Company**

**[see following page]**

**COMPANY RESOLUTION**

The undersigned, being the sole Members of SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company (the "Company"), pursuant to the provisions of the Articles of Organization of the Company, the Operating Agreement of the Company and the Florida Limited Liability Act, do hereby waive any and all formal notice and meeting requirements of the Company, and do hereby adopt the following resolutions for and on behalf of the Company:

WHEREAS, SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company (the "Company"), and The City of Doral, a Florida municipal corporation (the "City"), are parties to that certain Contract for Purchase and Sale of Real Property (as amended from time to time, the "Agreement") pursuant to which the Company agreed to sell to the City the East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida (the "Property"), in accordance with the terms and provisions set forth in the Agreement; and

WHEREAS, the Company desires to authorize Southern Homes of Broward, Inc., a Florida corporation (the "Manager"), the sole Manager of the Company, to make, execute and deliver all agreements, documents, instruments, certificates, affidavits and statements in the name and on behalf of the Company necessary or required for the Company to sell and convey the Property to the City and otherwise perform pursuant to and in accordance with the terms and provisions of the Agreement (all such agreements, documents, instruments, certificates, affidavits and statements are referred to herein collectively as the "Closing Documents").

NOW THEREFORE, it is hereby:

RESOLVED, that the Manager is hereby authorized, empowered and directed to make, execute and deliver in the name and on behalf of the Company all of the Closing Documents necessary or required for the Company to sell and convey the Property to the City and otherwise perform pursuant to and in accordance with the terms and provisions of the Agreement; and

FURTHER RESOLVED, that the Manager is authorized, empowered and directed to make, execute and deliver in the name and on behalf of the Company all of the Closing Documents as the Manager may consider necessary or appropriate, on such terms and provisions that the Manager may agree to, in order to consummate the transaction contemplated in these resolutions; and

FURTHER RESOLVED, that the agreement of the Company of and to the terms and provisions of the Closing Documents executed by the Manager in connection with transaction contemplated in these resolutions shall be conclusively established by the Manager's execution thereof; and

FURTHER RESOLVED, that any and all past actions taken by the Manager (including, without limitation, the execution and delivery of the Agreement and all amendments, modifications, supplements and assignments thereto and thereof) in connection with the transaction contemplated in these resolutions are hereby approved, ratified and affirmed by the Company in all respects.

EXECUTED by the sole Members of the Company as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MEMBER:**

\_\_\_\_\_  
Hector Garcia, chief executive officer of Southern Builders of South Florida, Inc., a Florida corporation

**MEMBER:**

\_\_\_\_\_  
Jorge Guerra, president of Savannah Builders, Inc., a Florida corporation

**EXHIBIT "E-2"**

**Resolutions - Manager**

**[see following page]**

**CORPORATE RESOLUTION**

The undersigned, being all of the Directors of SOUTHERN HOMES OF BROWARD, INC., a Florida corporation (the "Corporation"), pursuant to the provisions of the Articles of Incorporation of the Corporation, the Bylaws of the Corporation, and the Florida Business Corporation Act, do hereby waive any and all formal notice and meeting requirements of the Corporation, and do hereby adopt the following resolutions for and on behalf of the Corporation:

WHEREAS, SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company (the "Company"), and The City of Doral, a Florida municipal corporation (the "City"), are parties to that certain Contract for Purchase and Sale of Real Property (as amended from time to time, the "Agreement") pursuant to which the Company agreed to sell to the City the East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida (the "Property"), in accordance with the terms and provisions set forth in the Agreement; and

WHEREAS, the Company has authorized Southern Homes of Broward, Inc., a Florida corporation (the "Corporation"), the sole Manager of the Company, to make, execute and deliver all agreements, documents, instruments, certificates, affidavits and statements in the name and on behalf of the Company necessary or required for the Company to sell and convey the Property to the City and otherwise perform pursuant to and in accordance with the terms and provisions of the Agreement (all such agreements, documents, instruments, certificates, affidavits and statements are referred to herein collectively as the "Closing Documents"); and

WHEREAS, the Corporation desires to authorize Hector Garcia (the "Authorized Officer"), the duly appointed and incumbent chief executive officer of the Corporation, to make, execute and deliver in the name and on behalf of the Corporation on behalf of the Company all of the Closing Documents necessary or required for the Company to sell and convey the Property to the City and otherwise perform pursuant to and in accordance with the terms and provisions of the Agreement.

NOW THEREFORE, it is hereby:

RESOLVED, that the Authorized Officer is hereby authorized, empowered and directed to make, execute and deliver in the name and on behalf of the Corporation on behalf of the Company all of the Closing Documents necessary or required for the Company to sell and convey the Property to the City and otherwise perform pursuant to and in accordance with the terms and provisions of the Agreement; and

FURTHER RESOLVED, that the Authorized Officer is authorized, empowered and directed to make, execute and deliver in the name and on behalf of the Corporation on behalf of the Company all of the Closing Documents as the Authorized Officer may consider necessary or appropriate, on such terms and provisions that the Authorized Officer may agree to, in order to consummate the transaction contemplated in these resolutions; and

FURTHER RESOLVED, that the agreement of the Corporation of and to the terms and provisions of the Closing Documents executed by the Authorized Officer in connection with transaction contemplated in these resolutions shall be conclusively established by the Authorized Officer's execution thereof; and

FURTHER RESOLVED, that any and all past actions taken by the Authorized Officer (including, without limitation, the execution and delivery of the Agreement and all amendments, modifications, supplements and assignments thereto and thereof) in connection with the transaction contemplated in these resolutions are hereby approved, ratified and affirmed by the Corporation in all respects.

EXECUTED by the Directors of the Corporation as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**DIRECTOR:**

\_\_\_\_\_  
Hector Garcia

**DIRECTOR:**

\_\_\_\_\_  
Gerardo Aquirre

**EXHIBIT "E-3"**

**Company Affidavit**

**[see following three (3) pages]**

Prepared by:  
Michael S. Sheitelman, Esq.  
Sheitelman Law  
3858-S Sheridan Street  
Hollywood, Florida 33021

Record and Return to:  
Jason Post, Esq.  
Stearns Weaver Miller Weissler Alhadeff &  
Sitterson, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

(Space Reserved for Clerk of Court)

### COMPANY AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Hector Garcia (the "Affiant"), the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who being by me first duly sworn, deposes and says as follows:

1. Affiant is the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation (the "Manager"), the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company (the "Company"), and as such, Affiant has personal knowledge of all facts and matters stated herein.

2. As of the date hereof: (a) the Company and the Manager are both in good standing with the State of Florida and their respective statuses are active; (b) neither the Company, the Manager nor any member of the Company has been dissolved, nor has the Company, the Manager or any member of the Company taken any action to dissolve or wind up their respective businesses or affairs; (c) neither the Company, the Manager nor any member of the Company is currently a debtor in any bankruptcy proceedings, nor has any petition in bankruptcy been filed by or against the Company, the Manager or any member of the Company; (d) the Company has been duly and properly authorized by its members to make, execute and deliver all agreements, documents, instruments, affidavits, certificates and statements necessary to sell and convey that certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property") to The City of Doral, a Florida municipal corporation (the "City"), as required by and in conformity with the Articles of Organization and Operating Agreement of the Company; (e) the Manager has been duly and properly authorized by the Company and its Board of Directors to make, execute and deliver, in the name and on behalf of the Company, all agreements, documents, instruments, affidavits, certificates and statements necessary to sell and convey the Property to the City as required by and in conformity with the Articles of Organization and Operating Agreement of the Company and the Articles of Incorporation and Bylaws of the Manager; and (f) Affiant has been duly and properly authorized by the Board of Directors of the Manager to make, execute and deliver, in the name and on behalf of the Manager for and on behalf of the Company, all agreements, documents, instruments, affidavits, certificates and statements necessary to sell and convey the Property to the City as required by and in conformity with the Articles of Incorporation and Bylaws of the Manager.

3. This instrument is given for the express purpose of inducing Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. (the "Title Agent"), as agent for Chicago Title Insurance Company (the "Title Company"), to issue a title insurance policy pursuant to the Title Company's title commitment Order No. 3197218, as revised (the "Commitment"), having an effective date as of \_\_\_\_\_ at \_\_\_\_\_. The Company shall indemnify, defend and hold Title Agent and Title Company harmless from and against any claims, causes of action,

losses, damages, fees, costs and expenses (including reasonable attorneys' fees and court costs through all trial and appellate levels and proceedings) incurred by either of them on account of their reliance on any untrue statement made herein by Affiant.

4. Affiant has read the full facts of this Affidavit and understands its contents. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

EXECUTED BY AFFIANT as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**AFFIANT:**

\_\_\_\_\_  
Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company

SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who is personally known to me or has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed Name

**EXHIBIT "A"**

**Legal Description of the Property**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "F"**

**Post Closing Agreement**

[see following thirty-four (34) pages]

**ASSIGNMENT OF MITIGATION CREDITS AND  
AGREEMENT FOR ALLOCATION OF OBLIGATIONS**

THIS ASSIGNMENT OF MITIGATION CREDITS AND AGREEMENT FOR ALLOCATION OF OBLIGATIONS (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company ("Southern"), and THE CITY OF DORAL, a Florida municipal corporation, (the "City"). Southern and the City may be referred to herein individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

WHEREAS, Southern, as the owner of that certain undeveloped land in Miami-Dade County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Overall Property") obtained that certain (i) South Florida Water Management District ("SFWMD") Environmental Resource Permit No. 13-03714-P, a copy of which is attached hereto as Exhibit "B" attached hereto and made a part hereof (the "SFWMD Permit"), (ii) United States Army Corp of Engineers ("COE") Section 404 Permit No. SAJ-2007-2674, a copy of which is attached hereto and made a part hereof as Exhibit "C" (the "COE Permit"), and (iii) Department of Environmental Resources Management ("DERM") Permit No. \_\_\_\_\_, a copy of which is attached hereto and made a part hereof as Exhibit "D" (the "DERM Permit"); and

WHEREAS, the SFWMD Permit, COE Permit and the DERM Permit (the SFWMD Permit, COE Permit and DERM Permit are referred to herein collectively as the "Permits") have been issued pursuant to a site plan for the Overall Property submitted by Southern to the applicable governmental authorities (the "Permitted Site Plan"); and

WHEREAS, Southern has sold that portion of the Overall Property more particularly described on Exhibit "E" attached hereto and made a part hereof (the "City Property") to the City pursuant to that certain Purchase and Sale of Real Property dated June 6, 2010 (as amended from time to time, the "Purchase and Sale Contract") and has retained ownership of the remaining portion of the Overall Property (the "Retained Property"); and

WHEREAS, the Parties intend to develop their respective portions of the Overall Property (each such portion of the Overall Property owned by each Party is referred to herein as a "Party's Property") independent of the other but, due to the nature of the Permits, the failure of a Party to satisfy and/or comply with any of the general or special conditions of the Permits and/or any "Permit Modification" (as hereinafter defined) applicable to such Party's Property will have an adverse impact on the other Party's use and enjoyment of such other Party's Property and, as a result thereof, the Parties desire to allocate certain rights, benefits and obligations of the Permits and Permit Modifications between the Retained Property and the City Property and the owners thereof as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions described herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1) Recitals. The above recitals are true and correct and incorporated into the substantive body of this Agreement.

2) The Permits.

a. The Parties, pursuant to the terms of paragraph 2.b. below, shall:

(i) Notify SFWMD, COE and DERM of the conveyance of the City Property to the City.

(ii) Seek to modify the SFWMD Permit (the "SFWMD Permit Modification") in

such a manner that: (1) contemplates two (2) separate phases of development for the Overall Property (i.e., one phase for the Retained Property and a second phase for the City Property); (2) the City will be the sole applicant for the SFWMD Permit Modification; (3) upon issuance of the SFWMD Permit Modification, the City will be the sole permittee under the SFWMD Permit Modification with respect to the City Property and Southern will remain the sole permittee under the SFWMD Permit with respect to the Retained Property; (4) the SFWMD Permit Modification will allocate all general and special conditions of the SFWMD Permit Modification solely to the City Property, except as otherwise contemplated by paragraph 2.d. below; and (5) the SFWMD Permit Modification does not adversely affect any of Southern's vested rights under the SFWMD Permit with respect to the Retained Property. If the SFWMD Permit Modification cannot be issued without violating any of the conditions set forth in (ii)(1) through (5) above, then the Party affected by such violation shall have the right to withdraw the SFWMD Permit Modification application prior to the issuance of the same by the SFWMD, whereupon, the Parties shall cooperate with one another in good faith to promptly resolve the issue causing the withdrawal of the SFWMD Permit Modification application.

(iii) seek to modify the DERM Permit (the "DERM Permit Modification") in such a manner that (1) contemplates two (2) separate phases of development for the Overall Property (i.e., one phase for the Retained Property and a second phase for the City Property), (2) the City will be the sole applicant for the DERM Permit Modification, (3) upon issuance of the DERM Permit Modification, the City will be the sole permittee under the DERM Permit Modification with respect to the City Property and Southern will remain the sole permittee under the DERM Permit with respect to the Retained Property, (4) the DERM Permit Modification will allocate all general and special conditions of the DERM Permit Modification solely to the City Property, except as otherwise contemplated by paragraph 2.d. below, and (5) the DERM Permit Modification does not adversely affect any of Southern's vested rights under the DERM Permit with respect to the Retained Property. If the DERM Permit Modification cannot be issued without violating any of the conditions set forth in (iii)(1) through (5) above, then the Party affected by such violation shall have the right to withdraw the DERM Permit Modification application prior to the issuance of the same by the DERM, whereupon, the Parties shall cooperate with one another in good faith to promptly resolve the issue causing the withdrawal of the DERM Permit Modification application.

b. The City shall retain URS Corporation (the "Consultant") to prepare, submit and process the change in ownership notifications, the SFWMD Permit Modification application and the DERM Permit Modification application (the SFWMD Permit Modification and the DERM Permit Modification are referred to herein as a "Permit Modification", and the SFWMD Permit Modification application and the DERM Permit Modification application are referred to herein as a "Permit Modification Application"). The City shall direct the Consultant to prepare the change in ownership notifications and Permit Modification Applications, and upon their completion, the Consultant shall circulate the same to Parties for their review and approval. Each Party shall review and provide the Consultant with any comments to the change in ownership notifications and/or Permit Modification Applications within ten (10) days after receipt of the same. In that regard, the Parties hereby acknowledge and agree that the City has no right to use any portion of the Retained Property in connection with the development, construction or use of the City Property or to meet or satisfy any rule, regulation, condition or requirement of SFWMD or DERM applicable to the City Property and, in that respect, Southern shall limit its comments to the Permit Modification Applications to only address any calculations, information, materials or other items therein that use or indicate the use of any portion of the Retained Property in connection with the development, construction or use of the City Property or to meet or satisfy any rule, regulation, condition or requirement of SFWMD or DERM applicable to the City Property. Failure of a Party to provide the Consultant with comments to the change in ownership notifications and/or any Permit Modification Applications during the ten (10) day review period shall be deemed an acceptance by such Party of the document(s) for which no comments were provided. If any comments are timely provided to the Consultant by either Party, then the Consultant shall, within five (5) business days after the expiration of the ten (10) day review period: (i) modify the change in ownership notifications and/or Permit Modification Applications (as applicable) to incorporate such comments; and (ii) re-circulate the modified documents among the Parties for their review and approval. Such review, comment, modification and re-circulation process shall continue until such time as both Parties have approved or are deemed to have approved

the change in ownership notifications and Permit Modification Applications; provided, however, if neither of the Permit Modification Applications use or indicate the use of any portion of the Retained Property in connection with the development, construction or use of the City Property or to meet or satisfy any rule, regulation, condition or requirement of SFWMD or DERM applicable to the City Property, then such review, comment, modification and re-circulation process shall not exceed forty-five (45) days after the date on which the last of the Permit Modification Applications was initially delivered to the Parties for review and comment. Once approved by the Parties, the City shall direct the Consultant to submit the change in ownership notifications and Permit Modification Applications to the applicable governmental authorities. The City shall direct the Consultant to keep the Parties informed as to the status of the Permit Modification Applications during the pendency thereof, including promptly providing the Parties with any comments to the application given by the SFWMD and/or DERM. The Parties hereby covenant and agree to cooperate in good faith with one another and the Consultant in the preparation of the Permit Modification Applications as well as addressing any comments given thereto by the SFWMD and/or DERM. All fees, costs and expenses payable to the Consultant and any governmental authority for or in connection with preparing, submitting and processing the change in ownership notifications and Permit Modification Applications shall be paid by the City.

c. Southern shall comply with all of the general and special conditions of the Permits and the Permit Modifications as the same apply to the Retained Property at its sole cost and expense, and the City shall comply with all of the general and special conditions of the Permits and the Permit Modifications as the same apply to the City Property at its sole cost and expense. If a Party receives any notice of violation from any governmental authority with respect to any of the Permits and/or Permit Modifications, then such Party shall promptly forward a copy of such notice to the other Party. Except as contemplated in paragraph 2.a. above and paragraph 2.d. below, a Party shall only be permitted to modify a Permit and/or a Permit Modification after its issuance only with respect to such Party's Property and only if such modification does not materially adversely affect any of the rights or benefits of the other Party's Property under such Permit and/or Permit Modification and, if as a result of any such modification any new condition (whether general or special) is imposed, then the Party who obtained such modification shall be obligated to satisfy such new condition at its sole cost and expense. This paragraph shall survive the termination of this Agreement.

d. Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree to cooperate within one another in good faith by granting such easements over such Party's Property that may be necessary for, or required by any governmental authority in connection with, the installation of any pipes, lines or other facilities for providing or discharging any drainage, water or sewer to or from the Overall Property (or any portion thereof) into a public drainage, water and/or sewer system; provided, however, the obligations of the Parties under this paragraph shall be conditioned on and limited by the following: (i) the easement shall be in a form reasonably acceptable to the Party granting the same; (ii) the easement shall be adjacent to the north or south boundaries of the Overall Property; and (iii) the easement shall not be greater than fifteen (15) feet in width. This paragraph shall survive the termination of this Agreement.

### 3) Mitigation Credits.

a. Southern has purchased certain Freshwater Forested Mitigation Credits from the Everglades Mitigation Bank and certain Freshwater Herbaceous Mitigation Credits from the United States Department of the Interior (such Freshwater Forested Mitigation Credits and Freshwater Herbaceous Mitigation Credits are referred to herein collectively as the "Mitigation Credits").

b. All of the Mitigation Credits shall be used to satisfy the off-site mitigation requirements of the SFWMD Permit, the COE Permit, the DERM Permit and the Permit Modifications. However, the exact amount of Mitigation Credits needed to develop the Retained Property and the exact amount of Mitigation Credits needed to develop the City Property are unknown as of the Effective Date due to the Parties' intention of revising the Permitted Site Plan. In that regard, Southern hereby assigns to the City the amount of Mitigation Credits (not to exceed, however, fifty percent (50%) of each type of mitigation credit) needed to develop the City Property pursuant to its site plan for the City Property (the

"City Site Plan"), and Southern hereby retains all remaining Mitigation Credits (not to be less than, however, fifty percent (50%) of each type of mitigation credit) for use in developing the Retained Property pursuant to its new site plan for the Retained Property (the "Southern Site Plan"). If the development of a Party's Property pursuant to its approved and permitted site plan requires less than fifty percent (50%) of the Mitigation Credits and the development of the other Party's Property pursuant to its approved and permitted site plan requires more than fifty percent (50%) of the Mitigation Credits, then such Party with the excess Mitigation Credits shall assign all such excess Mitigation Credits to the other Party at no cost. If, however, the development of a Party's Property pursuant to its approved and permitted site plan requires more than fifty percent (50%) of the Mitigation Credits and the other Party does not have any excess Mitigation Credits to assign (whether because an approved and permitted site plan for such other Party's Property has not yet been obtained or, if obtained, development pursuant thereto requires the use of all such Mitigation Credits), then the Party requiring additional Mitigation Credits shall be obligated to purchase the same at such Party's sole cost and expense. If after approved and permitted site plans for both of the Parties' Properties have been obtained and the exact amount of Mitigation Credits needed to develop the Overall Property is known and it is determined that excess Mitigation Credits have been purchased, then the Parties shall reasonably cooperate with one another in an attempt to obtain a refund for any such excess Mitigation Credits with the Parties sharing any such refund in proportion to the actual amount of Mitigation Credits used by each. The Parties hereby acknowledge and agree, however, that neither Party shall have any liability to the other in the event there are no excess Mitigation Credits or, if any, the Parties are unable to obtain a refund for the same. This paragraph shall survive the termination of this Agreement.

4) Further Assurances.

a. Each Party (a "Delivering Party") shall promptly execute and deliver to the other Party (a "Requesting Party") such consents, joinders and other authorizations that the Requesting Party may need to submit and process any application for a modification to any of the Permits, including the Permit Modifications. If the Requesting Party is seeking a modification to any of the Permits or the Permit Modifications pursuant to paragraph 2.c above, then the Requesting Party shall pay any and all fees, costs and expenses relating to any such application.

b. Subject to the conditions and limitations set forth in paragraph 2.d. above, a Delivering Party shall promptly execute and deliver to the Requesting Party such easements that may be necessary for, or required by any governmental authority in connection with, the installation of any pipes, lines and other facilities for providing or discharging any drainage, water or sewer to or from the Overall Property (or any portion thereof) into a public drainage, water and/or sewer as required by paragraph 2.d. above.

c. In addition to promptly executing and delivering the consents, joinders, authorizations and easements contemplated by paragraphs 4.a. and b. above, each Party covenants and agrees to perform such other acts, and to execute, acknowledge and deliver such other agreements, documents, instruments and materials as the other Party may reasonably request in order to give effect to the purpose and intent of this Agreement.

5) Default. If a Party (the "Defaulting Party") defaults on any term, covenant or condition of this Agreement applicable to the Defaulting Party, then the "Non-Defaulting Party" shall give the Defaulting Party written notice (the "Notice") of such default (the "Default Condition") and the Defaulting Party shall have fifteen (15) days following receipt of the Notice (the "Cure Period") to cure the Default Condition. If, however, the Default Condition is not capable of being cured within the Cure Period, then the Defaulting Party shall (provided it has commenced curing the Default Condition within the Cure Period and thereafter diligently continues to cure the Default Condition to completion) have up to sixty (60) days following receipt of the Notice to cure the Default Condition. If the Defaulting Party fails to cure the Default Condition as provided in this paragraph, then the Non-Defaulting Party shall have the right to cure the Default Condition at the cost and expense of the Defaulting Party. In the event the Non-Defaulting Party elects to cure the Default Condition, then all costs and expenses incurred by the Non-Defaulting Party in doing so shall be payable on demand by the Non-Defaulting Party.

6) Indemnification.

a. Southern shall indemnify, defend and hold the City harmless from and against any and all claims, actions, demands, liabilities, damages, judgments, fines, penalties, fees, costs and expenses (including attorneys' fees and costs through all trial and appellate levels and proceedings) incurred by the City as a result of Southern's breach of any term, covenant or condition of this Agreement applicable to Southern. This paragraph shall survive the termination of this Agreement.

b. The City shall indemnify, defend and hold Southern harmless from and against any and all claims, actions, demands, liabilities, damages, judgments, fines, penalties, fees, costs and expenses (including attorneys' fees and costs through all trial and appellate levels and proceedings) incurred by Southern as a result of the City's breach of any term, covenant or condition of this Agreement applicable to the City. This paragraph shall survive the termination of this Agreement.

7) Notices. All notices required or permitted to be given under this Agreement must be in writing and delivered to the Parties at the addresses set forth below (or such other address as may be hereafter designated in writing by a Party). Any such notice must be personally delivered or sent by certified mail (postage pre-paid), overnight courier or facsimile. Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier or facsimile) or on the date which is three (3) days after such notice is deposited in the United States mail (if sent by certified mail, postage prepaid). The Parties' addresses for the delivery of all notices are as follows:

As to Southern: SOUTHERN COMMERCE PARK AT DORAL, LLC  
12900 S.W. 128<sup>th</sup> Street, Suite 200  
Miami, Florida 33186  
Attention: Hector Garcia  
Telephone: (305) 971-0102  
Facsimile: (305) 971-0190

With a copy to: Michael S. Sheitelman, Esquire  
Sheitelman Law, PA  
3858-S Sheridan Street  
Hollywood, Florida 33021  
Telephone: (954) 967-2350  
Facsimile: (954) 839-6454

As to the City: THE CITY OF DORAL  
8300 N.W. 53<sup>rd</sup> Street, Suite 200  
Doral, Florida 33166  
Telephone: (305) 593-6740  
Facsimile: (305) 406-6737

With a copy to: Robert E. Gallagher, Esquire  
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130  
Telephone: (305) 789-3300  
Facsimile: (305) 789-3395

8) Miscellaneous.

a. This Agreement shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Agreement shall be exclusively in Miami-Dade County, Florida. If any action, litigation or other proceeding arising out of this Agreement is commenced by either Party against the other, then the prevailing Party in such action, litigation or proceeding shall recover all fees, costs and expenses incurred

thereby therein (including, without limitation, reasonable attorneys' fees through and including all appellate levels and proceedings) from the non-prevailing Party.

b. This Agreement shall be deemed a covenant running with the land and shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns. If, however, a Party conveys such Party's Property to a third person, then such Party shall be forever released from all duties, obligations and liabilities under this Agreement from and after the date of such conveyance.

c. No Party shall record this Agreement in the public records of any county; provided, however, the Parties shall execute a Memorandum of this Agreement in the Public Records of Miami-Dade County to put all future owners of any portion of the Overall Property on notice of the existence of this Agreement and the rights, obligations and liabilities of the Parties hereunder.

d. This Agreement contains the entire agreement and understanding between the Parties relating to the subject matter hereof, and all prior or contemporaneous agreements, understandings, terms, conditions, representations, warranties, covenant, agreements and statements, whether oral or written, are merged herein. The headings included in this Agreement are for convenience only and do not modify the terms of this Agreement. In the event of any conflict between the terms and provisions of the Purchase and Sale Contract and the terms and provisions of this Agreement, then the terms and provisions of this Agreement shall govern and control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

e. If any provision of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

f. All the Parties to this Agreement acknowledge that they have had sufficient opportunity to seek and consult with independent legal counsel prior to executing this Agreement and all Parties represent and warrant that they have sought such independent legal advice and counsel or have knowingly or voluntarily entered into this Agreement.

g. Time is of the essence in the performance of all obligations under this Agreement; provided, however, no Party shall have the right to claim any default, claim any damages or to terminate this Agreement as a result of the other Party's (the "Non-Performing Party") failure to perform or delay in performing any act or obligation under this Agreement due to circumstances beyond the Non-Performing Party's reasonable control, such as, but not limited to, labor disputes, strikes, acts of God or governmental action not the fault of the Non-Performing Party.

h. This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement.

[signatures and notary acknowledgments follow on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

SOUTHERN:

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

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

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

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

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

[signatures and notary acknowledgments continue on next page]

CITY:

THE CITY OF DORAL, a Florida Municipal Corporation

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

By: \_\_\_\_\_  
Yvonne Soler-McKinley, City Manager

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

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

**EXHIBIT "A"**

**The Overall Property**

Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "B"**

**The SFWMD Permit**

**[see following seven (7) pages]**



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
 ENVIRONMENTAL RESOURCE PERMIT NO. 13-03714-P  
 DATE ISSUED: MAY 15, 2008**

FORM 02113  
 REV. 02/99

**PERMITTEE:** SOUTHERN COMMERCE PARK AT DORAL L L C  
 (DORAL COMMERCE PARK (TRACT 60))  
 12900 S W 128TH ST STE 100,  
 MIAMI, FL 33186

**PROJECT DESCRIPTION:** AUTHORIZATION FOR THE CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE 9.97-ACRES OF COMMERCIAL DEVELOPMENT KNOWN AS "DORAL COMMERCE PARK".

**PROJECT LOCATION:** MIAMI-DADE COUNTY, SECTION 17 TWP 53S RGE 40E

**PERMIT DURATION:** See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit is issued pursuant to Application No. 070227-8, dated December 18, 2006. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and the Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

**SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:**

- SEE PAGES 2 - 3 OF 6 (15 SPECIAL CONDITIONS).
- SEE PAGES 4 - 6 OF 6 (19 GENERAL CONDITIONS).

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

On           ORIGINAL SIGNED BY:          

By           ELIZABETH VEGUILLA            
 DEPUTY CLERK

**SPECIAL CONDITIONS**

1. The construction phase of this permit shall expire on May 15, 2013.
2. Operation of the surface water management system shall be the responsibility of PROPERTY OWNERS ASSOCIATION. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
4. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
5. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
6. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
7. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
8. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
9. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
10. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
11. The permittee acknowledges, that pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.
12. Minimum building floor elevation: BASIN: Doral C. P. - 8.40 feet NGVD 29.
13. Minimum road crown elevation: Basin: Doral C. P. - 7.10 feet NGVD 29.
14. Prior to commencement of construction and in accordance with the work schedule in Exhibit No. 3.05, the permittee shall submit documentation from the Florida Department of Environmental Protection that 2.31 freshwater herbaceous credits have been deducted from the ledger for Everglades National Park Hole-in-the-Donut Mitigation Bank and that 4.42 freshwater, forested credits have been deducted from the ledger for the FPL Everglades Mitigation Bank.
15. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No. 3.05. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and

PERMIT NO: 13-03714-P

PAGE 3 OF 6

shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

### GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved

responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

PERMIT NO: 13-03714-P

PAGE 6 OF 6

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

## ENVIRONMENTAL RESOURCE PERMITS CHAPTER 40E-4 (01/07)

### 40E-4.321 Duration of Permits.

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C., is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. The effective date of the local government's comprehensive plan amendment,
2. The effective date of the local government development order,
3. The date on which the District issues the conceptual approval, or 4. The date on which the District issues a final order pertaining to the resolution of any Section 120.57, F.S., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, the construction phase authorizing construction, removal, alteration or abandonment of a system shall expire five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For an individual or standard general environmental resource permit, the operational phase of the permit is perpetual for operation and maintenance.

(e) For a noticed general permit issued pursuant to Chapter 40E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made by electronic mail at the District's e-Permitting website or in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. The Governing Board takes action on an application for extension of an individual permit, or
2. Staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to paragraph 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of the permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

*Specific Authority 373.044, 373.113, 668.003, 668.004, 668.50 FS. Law Implemented 373.413, 373.416, 373.419, 373.426, 668.003, 668.004, 668.50 FS. History-New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4-20-94, 10-3-95, 5-28-00, 10-1-06.*

**EXHIBIT "C"**

**The COE Permit**

**[see following fourteen (14) pages]**

# DEPARTMENT OF THE ARMY PERMIT

**Permittee:** Southern Commerce Park at Doral, LLC  
Attn: Gerardo Aguirre  
12895 SW 132<sup>nd</sup> Street, Suite 200  
Miami, FL 33186

**Permit No:** SAJ-2007-02674 (IP-INS)

**Issuing Office: U.S. Army Engineer District, Jacksonville**

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** The proposed project is to place approximately 63,500 cubic yards of fill over 9.84 acres of freshwater wetlands. The proposed project includes the construction of a commercial facility including professional office space with associated access, parking, landscaping and stormwater treatment system.

**Project Location:** The proposed project is located north of NW 58<sup>th</sup> Street and west of NW 99<sup>th</sup> Avenue in freshwater wetlands adjacent to the 58<sup>th</sup> Street Canal which flows into the Snapper Creek Canal and then into Biscayne Bay, in Section 17 Township 53S Range 40E, in Doral, Miami-Dade County, Florida (Folio# 35-3017-001-0610).

**Directions to site:** To reach the project from Miami, travel north on the Homestead Extension of the Florida Turnpike (HEFT) to the NW 41<sup>st</sup> Street Exit. Turn east on NW 41<sup>st</sup> Street and proceed to NW 107<sup>th</sup> Avenue. Turn north on 107<sup>th</sup> Avenue and proceed to NW 58<sup>th</sup> Street. Turn east on NW 58<sup>th</sup> Street and proceed to NW 99<sup>th</sup> Avenue. Turn north on NW 99<sup>th</sup> Avenue and proceed approximately 0.25 miles. The project is located on the west side of NW 99<sup>th</sup> Avenue.

**Latitude & Longitude:** Latitude 25°49'45.80" North  
Longitude 80°21'34.40" West

PERMIT NUMBER: SAJ-2007-2674 (IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 2 of 10

**Permit Conditions**

**General Conditions:**

1. The time limit for completing the work authorized ends on \_\_\_\_\_ . If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 3 of 10

ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions:**

1. **Reporting Address:** All reports, documentation and correspondence required by the conditions of this permit shall be submitted to the following address: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 9900 SW 107<sup>th</sup> Avenue, Suite 203, Miami, FL 33176. The Permittee shall reference this permit number, SAJ-2007-2674-(IP-INS), on all submittals.
2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.
3. **Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work has been completed and the site has been stabilized.
4. **Mitigation Credit Purchase:** Within 30 days from the date of initiating the authorized work or 12 months from the effective date of this permit, whichever first occurs, the Permittee shall provide verification to the Corps that 4.33 federal mitigation bank credits have been purchased from the Everglades Mitigation Bank (SAJ-1995-00155) and that 1.5 federal mitigation credits have been purchased from the Hole-in-the-Donut Wetland In-Lieu Fee project (SAJ-1993-01691). The required verification shall reference this project's permit number (SAJ-2007-02674).
5. **As-Builts:** Within 60 days of completion of the authorized work or at the expiration of the construction window of this permit, whichever occurs first, the Permittee shall submit as-

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 4 of 10

built drawings of the authorized work and a completed As-Built Certification Form (Attachment 3) to the Corps. The drawings shall be signed and sealed by a registered professional engineer and include the following:

a. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings (8 $\frac{1}{2}$ -inch by 11-inch). The drawing should show all "earth disturbance," including wetland impacts, water management structures, and any on-site mitigation areas.

b. List any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the As-Built Certification Form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or As-Built Certification Form does not constitute approval of any deviations by the U.S. Army Corps of Engineers.

c. The Department of the Army Permit number.

d. Include pre- and post-construction aerial photographs of the project site, if available.

6. **Eastern Indigo Snake Protection Measures:** The Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated February 12, 2004 and provided in Attachment 5 of this permit."

7. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

8. **Regulatory Agency Changes:** Should any other regulatory agency require changes to the work authorized or obligated by this

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 5 of 10

permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Miami Regulatory Office.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

( ) Section 10 of the Rivers and Harbors Act of 1899  
(33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 6 of 10

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170)

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 7 of 10

accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 8 of 10

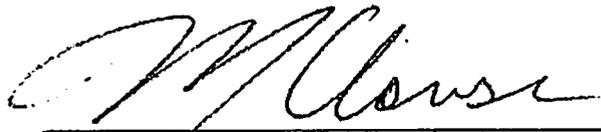
Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

  
\_\_\_\_\_  
(PERMITTEE) *Southern Commerce Park at Doral, LLC.*

*4/8/09*  
\_\_\_\_\_  
(DATE)

GERARDO AGUIRRE  
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

  
\_\_\_\_\_  
(DISTRICT ENGINEER)  
Paul L. Grosskruger  
Colonel, U.S. Army  
District Commander

*April 9, 2009*  
\_\_\_\_\_  
(DATE)

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 9 of 10

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFEREE-SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 10 of 10

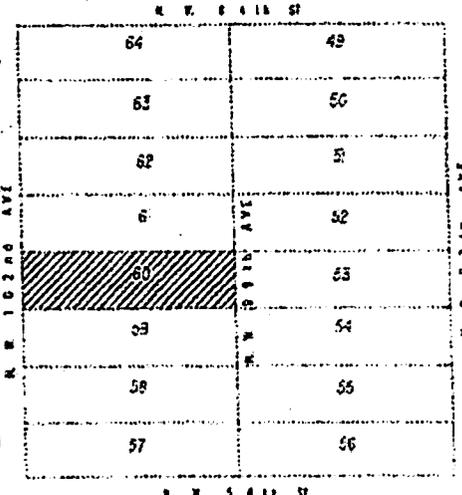
***Attachments to Department of the Army  
Permit Number SAJ-2007-02674 (IP-INS)***

1. PERMIT DRAWINGS: Four (4) pages. Pages 1-3 date-stamped July 30, 2008, page 4 date-stamped April 6, 2009.
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. Forty four (44) pages.
3. As-Built Certification Form
4. Notice of Department of the Army Permit
5. "Standard Protection Measures for the Eastern Indigo Snake" dated February 12, 2004



# Doral Commerce Park

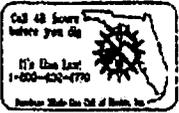
LEGEND	
	DRIVE PAVED
	PAVED PARKING
	CONCRETE PAVED
	PROPERTY WITH SIGN
	RIGHT OF WAY EDGE
	EXISTING GATE POST
	EXISTING GATE POST
	PROPOSED PLAN SECTION
	LOT AREA SIGN
	SIGN WALL POST
	SIGN STREET POST
	SIGN ALIGNED POST
	SIGN STREET POST
	SIGN WALL POST
	SIGN ALIGNED POST
	CITY OF MAN ADJACENT LINE



232008  
 04/14  
 SMC/ID  
 APPROVED

**LOCATION MAP**  
 A PORTION OF THE SE 1/4,  
 SECTION 17, TOWNSHIP 18S, RANGE 40 EAST,  
 CITY OF DORAL, FLORIDA  
 ROAD 7 - 307

CHECK LISTS	
7-1	This Page
7-2	Drainage
7-3	Paving and Grading
7-4	City of Man
7-5	Utilities
7-6	Setback
7-7	Floodplain Control Plan
7-8	Cross Streets through
7-9	Utility
7-10	Utility



**GENERAL NOTES**

1. This plan is prepared in accordance with the standards, specifications and practices of the Florida Department of Transportation (FDOT) and the City of Doral.
2. The plan is prepared in accordance with the standards, specifications and practices of the Florida Department of Transportation (FDOT) and the City of Doral.
3. The plan is prepared in accordance with the standards, specifications and practices of the Florida Department of Transportation (FDOT) and the City of Doral.
4. The plan is prepared in accordance with the standards, specifications and practices of the Florida Department of Transportation (FDOT) and the City of Doral.
5. The plan is prepared in accordance with the standards, specifications and practices of the Florida Department of Transportation (FDOT) and the City of Doral.
6. The plan is prepared in accordance with the standards, specifications and practices of the Florida Department of Transportation (FDOT) and the City of Doral.
7. The plan is prepared in accordance with the standards, specifications and practices of the Florida Department of Transportation (FDOT) and the City of Doral.
8. The plan is prepared in accordance with the standards, specifications and practices of the Florida Department of Transportation (FDOT) and the City of Doral.
9. The plan is prepared in accordance with the standards, specifications and practices of the Florida Department of Transportation (FDOT) and the City of Doral.
10. The plan is prepared in accordance with the standards, specifications and practices of the Florida Department of Transportation (FDOT) and the City of Doral.

**PERMITS AND REGULATIONS**

1. The applicant shall obtain all necessary permits from the City of Doral and the Florida Department of Transportation (FDOT).
2. The applicant shall obtain all necessary permits from the City of Doral and the Florida Department of Transportation (FDOT).
3. The applicant shall obtain all necessary permits from the City of Doral and the Florida Department of Transportation (FDOT).
4. The applicant shall obtain all necessary permits from the City of Doral and the Florida Department of Transportation (FDOT).
5. The applicant shall obtain all necessary permits from the City of Doral and the Florida Department of Transportation (FDOT).
6. The applicant shall obtain all necessary permits from the City of Doral and the Florida Department of Transportation (FDOT).
7. The applicant shall obtain all necessary permits from the City of Doral and the Florida Department of Transportation (FDOT).
8. The applicant shall obtain all necessary permits from the City of Doral and the Florida Department of Transportation (FDOT).
9. The applicant shall obtain all necessary permits from the City of Doral and the Florida Department of Transportation (FDOT).
10. The applicant shall obtain all necessary permits from the City of Doral and the Florida Department of Transportation (FDOT).

**DRAINAGE STRUCTURES DATA**

1. The applicant shall provide all necessary data for the drainage structures.
2. The applicant shall provide all necessary data for the drainage structures.
3. The applicant shall provide all necessary data for the drainage structures.
4. The applicant shall provide all necessary data for the drainage structures.
5. The applicant shall provide all necessary data for the drainage structures.
6. The applicant shall provide all necessary data for the drainage structures.
7. The applicant shall provide all necessary data for the drainage structures.
8. The applicant shall provide all necessary data for the drainage structures.
9. The applicant shall provide all necessary data for the drainage structures.
10. The applicant shall provide all necessary data for the drainage structures.

**ENGINEER'S NOTES**

1. The engineer shall provide all necessary notes for the project.
2. The engineer shall provide all necessary notes for the project.
3. The engineer shall provide all necessary notes for the project.
4. The engineer shall provide all necessary notes for the project.
5. The engineer shall provide all necessary notes for the project.
6. The engineer shall provide all necessary notes for the project.
7. The engineer shall provide all necessary notes for the project.
8. The engineer shall provide all necessary notes for the project.
9. The engineer shall provide all necessary notes for the project.
10. The engineer shall provide all necessary notes for the project.

**ENGINEER'S CERTIFICATION**

I, the undersigned, being a duly licensed Professional Engineer in the State of Florida, do hereby certify that I am the author of the design and construction of the above described project and that I am a duly licensed Professional Engineer in the State of Florida.

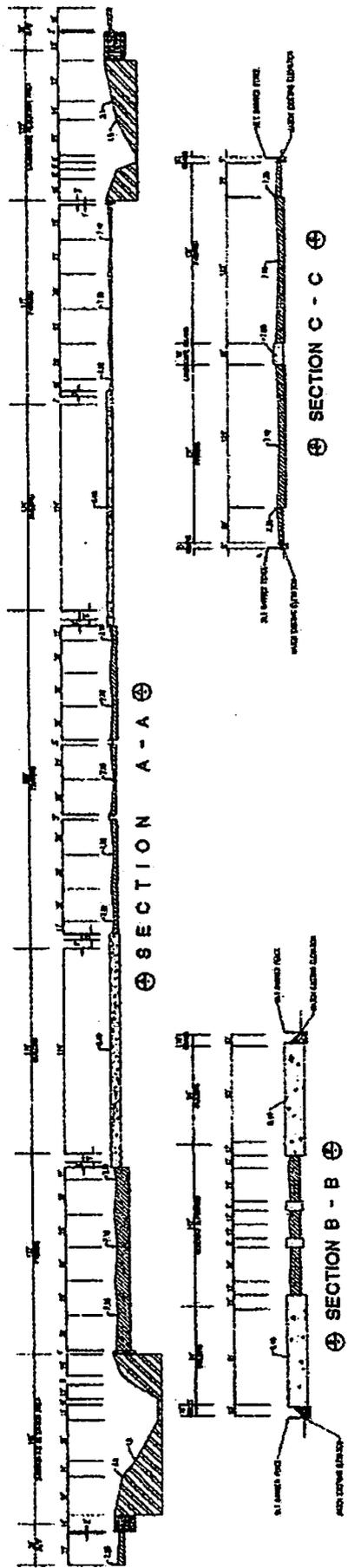
DEVELOTEC, INC.  
 17000 SW 12TH ST, SUITE 100  
 MIAMI, FL 33186  
 305-89-1512

DORAL COMMERCE PARK  
 Paving, Grading & Drainage  
 Plan

DEVELOTEC, INC.  
 17000 SW 12TH ST, SUITE 100  
 MIAMI, FL 33186  
 305-89-1512

P-1

DORAL COMMERCE PARK: CROSS SECTIONS



APPROVED  
US ARMY  
CORPS OF ENGINEERS

APR 11 2009 4:01 PM

MIAMI REGULATORY OFFICE

COE #: 2007-2024  
PROJECT MANAGER: *Scots*

**EXHIBIT "D"**

**The DERM Permit**

**TO BE ATTACHED**

**EXHIBIT "E"**

**The City Property**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "G"**

**Memorandum of Understanding**

**[see following five (5) pages]**

Prepared by, Record and Return to:

Jason Post, Esq.  
STEARNS WEAVER MILLER WEISSLER  
ALHADEFF & SITTERSON, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

(Space Reserved for Clerk of Court)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT (the "Memorandum") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company, having a principal place of business located at 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186 ("Southern"), and THE CITY OF DORAL, a Florida municipal corporation, having a principal place of business located at 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166 (the "City").

Southern and the City are parties to that certain Assignment of Mitigation Credits and Agreement for Allocation of Obligations (the "Agreement"), which Agreement affects the properties described on Exhibit "A-1" and Exhibit "A-2" attached hereto and incorporated herein by this reference (collectively, the "Properties"). Each party hereto has a copy of the Agreement at its principal place of business.

The purpose of this Memorandum is to notify all persons of the existence of the Agreement and the rights, obligations and liabilities imposed thereunder on the Properties and the owners thereof. This instrument is only intended to be a Memorandum of the Agreement. This instrument is not intended to set forth any of the terms, covenants or conditions of the Agreement, nor is it intended to modify any term, covenant or condition of the Agreement and, to the extent any conflict may exist between this Memorandum and the Agreement, the Agreement shall control.

[signatures and notary acknowledgments follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first set forth above.

SOUTHERN:

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

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

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

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

STATE OF FLORIDA     )  
COUNTY OF MIAMI-DADE     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

[signatures and notary acknowledgments continue on next page]

CITY:

THE CITY OF DORAL, a Florida Municipal Corporation

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

By: \_\_\_\_\_  
Yvonne Soler-McKinley, City Manager

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

STATE OF FLORIDA       )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

**EXHIBIT "A-1"**

**The Legal Description of the Property Owned by Southern**

**The West ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.**

**EXHIBIT "A-2"**

**The Legal Description of the Property Owned by the City**

**The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.**

**EXHIBIT "H"**

**Mortgage**

**[see following nine (9) pages]**

**Prepared by:**

Michael S. Sheitelman, Esq.  
Sheitelman Law PA  
3858-S Sheridan Street  
Hollywood, Florida 33021

**Record and Return to:**

Marina Ross, Esq.  
Stearns Weaver Miller Weissler Alhadoff &  
Siterson, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

(Space Reserved for Clerk of Court)

**DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$1,925.00 AND INTANGIBLE TAXES IN THE AMOUNT OF \$1,100.00 DUE ON THE \$550,000.00 SECURED HEREBY ARE BEING PAID IN CONNECTION WITH THE RECORDING OF THIS INSTRUMENT.**

**MORTGAGE AND SECURITY AGREEMENT**

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company, as mortgagor and debtor, whose address is 12900 S.W. 128<sup>th</sup> Street, Suite 200, Miami, Florida, 33186 (the "Mortgagor"), and CITY OF DORAL, a Florida municipal corporation, as mortgagee and secured party, whose address is 8300 NW 53rd Street, Suite 200, Doral, Florida 33166, Attn: Eric Carpenter P.E., Public Works Director (the "Mortgagee"), and is joined in by STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A., whose address is 150 West Flagler Street, Suite 2200, Miami, Florida 33130 (the "Escrow Agent"). Mortgagor and Mortgagee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

WHEREAS, the Parties are parties to that certain Contract for Purchase and Sale of Real Property [a portion of Tract 60, Section 17 - Doral, Florida] having an Effective Date of July 6, 2010 (as the same has been or may hereafter be amended from time to time, the "Contract"), pursuant to which Mortgagor agreed to sell to Mortgagee, and Mortgagee agreed to purchase from Mortgagor, that certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"); and

WHEREAS, Mortgagor, pursuant to the terms of the Contract, is obligated to complete the "Pre-Closing Site Preparation Work" prior to "Closing" (as those terms are defined in the Contract); and

WHEREAS, Mortgagee, pursuant to the terms of the Contract, has delivered a second deposit to the Escrow Agent in the amount of Five Hundred Fifty Thousand and No/100 (\$550,000.00) Dollars (the "Second Deposit") to be disbursed by the Escrow Agent to Mortgagor to pay for the cost of the Pre-Closing Site Preparation Work (such amount of the Second Deposit released by the Escrow Agent to Mortgagor is referred to herein as the "Second Deposit Funds"); and

WHEREAS, Mortgagor, to secure the repayment of the Second Deposit Funds in the event Mortgagee terminates the Contract due to a Mortgagor default thereunder (which is not cured within any applicable notice and cure periods) and requests a return of the Second Deposit Funds under the terms of the Contract, has agreed to execute and deliver this Mortgage and allow the same to be recorded in the Public Records of Miami-Dade County, Florida against the Land to secure such repayment.

Final Version

NOW, THEREFORE, in consideration of Ten and No/100 (\$10.00) Dollars and other valuable consideration, Mortgagor, Mortgagee and Escrow Agent hereby covenant and agree as follows:

1. **GRANTING OF MORTGAGE.** To secure the re-payment of the Second Deposit Funds, Mortgagor hereby grants, bargains, sells, assigns, transfers, conveys and mortgages to Mortgage, its successors and assigns, to its own proper use and benefit forever, subject to the terms and conditions of this Mortgage, the Land, together with all of Mortgagor's right, title and interest in and to all of the following as the same relates to the Land: (a) all easements, privileges, rights-of-way, and lands underlying any adjacent streets or roads; (b) all land use zoning approvals, ordinances and/or resolutions; (c) all development rights including, but not limited to, all rights under any development order issued by any governmental authority; (d) all permits, licenses and agreements with any utility company or governmental authority relating to the reservation, providing and/or installation of utilities and utility services including, without limitation, electric, drainage, water and sewer; (e) up to Fifty Percent (50%) of the "Mitigation Credits" (as defined in the Contract), subject to the terms of the "Post-Closing Agreement" (as defined in the Contract"); (f) all permits now existing or hereafter issued to Mortgagor in connection with the Pre-Closing Site Preparation Work including, without limitation, that certain South Florida Water Management District Environmental Resource Permit No. 13-03714-P, and that certain United States Army Corp of Engineers Section 404 Permit No. SAJ-2007-2674; (g) all construction contracts entered into by Mortgagor for the performance of the Pre-Closing Site Preparation Work; and (h) all proceeds of the conversion, voluntary or involuntary, of any of the property encumbered by this Mortgage into cash or other liquidated claims, or that are otherwise payable for injury to or the taking of any such property, including all condemnation proceeds as provided in this Mortgage. The Land, together with those items set forth in (a) through (h) above, are collectively referred to as the "Mortgaged Property" in this Mortgage.

To have and to hold the Mortgaged Property unto Mortgagee forever.

2. **REPRESENTATION AND COVENANTS OF MORTGAGOR.**

(a) Mortgagor is a validly formed business entity in good standing in the state of its formation. Mortgagor has the full right, power and authority to execute, deliver and perform all of its obligations under this Mortgage. The person executing this Mortgage on behalf of Mortgagor is duly authorized to execute and bind Mortgagor to this Mortgage.

(b) Neither the entering into, deliver of or performance under this Mortgage and any other documents in connection herewith will constitute a violation or breach by Mortgagor of: (i) any of its formation or governance documents; (ii) any agreement, document or instrument to which Mortgagor is a party or by which Mortgagor or the Mortgaged Property is subject or bound; (iii) any judgment, order, writ, injunction or decree issued against or imposed upon Mortgagor or the Mortgaged Property; or (iv) any statute, rule, regulation or code applicable to Mortgagor or the Mortgaged Property.

(c) Mortgagor shall not sell, convey or transfer, or permit to be sold, conveyed or transferred, whether directly or indirectly, any interest in the Mortgaged Property or any part thereof, except for the sale of the Mortgaged Property to Mortgagee pursuant to the terms of the Contract. Any sale, conveyance or transfer in violation of this Section shall be null and void.

(d) This Mortgage constitutes the legal, valid and binding obligation of Mortgagor enforceable in accordance with its terms.

3. **COVENANTS OF MORTGAGEE.**

(a) Mortgagee is a Florida municipal corporation. Mortgagee has the full right, power and authority to execute, deliver and perform all of its obligations under this Mortgage. The person executing this Mortgage on behalf of Mortgagee is duly authorized to execute and bind Mortgagee to this Mortgage.

(b) Mortgagee shall not sell, assign, convey or transfer, or permit to be sold, assigned, conveyed or transferred, whether directly or indirectly, this Mortgage or any of its right, title or interest herein or hereunder. Any sale, assignment, conveyance or transfer in violation of this Section shall be null and void.

(c) Mortgagee shall not sell, assign, convey, transfer or direct, or permit to be sold, assigned, conveyed, transferred or directed, whether directly or indirectly, any of its right, title or interest under any judgment or certificate of title received in any foreclosure action or sale commenced or held under this Mortgage to any other person or entity. Any sale, assignment, conveyance, transfer or direction in violation of this Section shall be null and void.

4. **COVENANTS OF THE ESCROW AGENT.** The Escrow Agent shall release the "Satisfaction" and "Termination" (as those terms are defined in the Contract) from escrow and record the same in the Public Records of Miami-Dade County, Florida immediately upon the first of the following events to occur: (a) the Closing of the sale of the Mortgaged Property to Mortgagee; (b) the payment by Mortgagor to Mortgagee of the Second Deposit Funds in full upon demand therefor after Mortgagee's termination of the Contract due to a Mortgagor default thereunder (which is not cured within any applicable notice and cure periods); or (c) the termination of the Contract by Mortgagor as a result of a default by Mortgagee (which is not cured within any applicable notice and cure periods). Upon the recordation of the Satisfaction, this Mortgage and the estates, interests and rights hereby created, shall forever be satisfied, discharged, terminated, null, void and of no further force or effect.

5. **DISBURSEMENT OF THE SECOND DEPOSIT PROCEEDS.**

(a) Subject to the conditions set forth in Section 6(b) below, the Escrow Agent shall release proceeds of the Second Deposit from escrow and disburse the same to Mortgagor as follows:

(i) With respect to the initial advance of Second Deposit proceeds (the "Initial Advance"), Mortgagor shall submit to the Escrow Agent: (A) a draw request setting forth the amount of the Initial Advance requested; and (B) invoices from the contractors to be paid using the Initial Advance. The amount of the draw request for the Initial Advance shall be equal to amount of the invoices submitted in support thereof. The Escrow Agent shall disburse the Initial Advance within five (5) days after receiving the initial draw request and supporting invoices therefor. Mortgagor shall, promptly after receiving the Initial Advance, use the proceeds thereof to pay each contractor the amount set forth in its respective invoice and, simultaneously with payment to each contractor, obtain therefrom a progress or final payment lien waiver (as applicable) in statutory form.

(ii) With respect to all advances of Second Deposit proceeds after the Initial Advance (each such advance being referred to herein as a "Subsequent Advance"), Mortgagor shall submit to the Escrow Agent: (A) a draw request setting forth the amount of the Subsequent Advance requested; (B) invoices from the contractors to be paid using such Subsequent Advance; and (C) copies of lien waivers, in statutory form, from all contractors that were paid with proceeds of the immediately preceding Initial Advance or Subsequent Advance (as applicable). The amount of the draw request for any Subsequent Advance shall be equal to amount of the invoices submitted in support thereof. The Escrow Agent shall disburse each Subsequent Advance within five (5) days after receiving the draw request and supporting invoices therefor. Mortgagor shall, promptly after receiving a Subsequent Advance, use the proceeds thereof to pay each contractor the amount set forth in its respective invoice and, simultaneously with payment to each contractor, obtain therefrom a progress or final payment lien waiver (as applicable) in statutory form.

(iii) With respect to the final advance of Second Deposit proceeds (the "Final Advance"), Mortgagor shall submit to the Escrow Agent: (A) a draw request setting forth the amount of the Final Advance requested; (B) invoices from the contractors to be paid using the Final Advance; (C) copies of lien waivers, in statutory form, from all contractors that were paid with proceeds of the immediately preceding Subsequent Advance; (D) a soil report certified to the Parties evidencing that the Pre-Closing Site Preparation Work has been completed in accordance with the terms of the Contract; (E) an engineer's report certified to the Parties evidencing that the Pre-Closing Site Preparation Work has been completed in accordance with the

terms of the Contract; and (F) an elevation survey certified to the Parties evidencing that the Pre-Closing Site Preparation Work has been completed in accordance with the terms of the Contract. The amount of the draw request for the Final Advance shall be equal to amount of the invoices submitted in support thereof. The Escrow Agent shall disburse the Final Advance within five (5) days after receiving the draw request and the foregoing supporting documentation therefor. Mortgagor shall, promptly after receiving the Final Advance, use the proceeds thereof to pay each contractor the amount set forth in its respective invoice and, simultaneously with payment to each contractor, obtain therefrom a final payment lien waiver in statutory form. Mortgagor shall deliver all final payment lien waivers to the Escrow Agent promptly after receiving the same.

(b) Notwithstanding anything to the contrary contained in this Mortgage, the obligation of the Escrow Agent to release Second Deposit proceeds from escrow and disburse the same to Mortgagor as provided herein shall be conditioned upon the following: (i) Mortgagor shall have met the conditions of Section 6(a)(i), (ii) or (iii), as applicable, with respect to the Initial Advance, Subsequent Advance or Final Advance then being requested; (ii) Mortgagor shall not be in default (beyond any applicable notice and cure periods) under this Mortgage or the Contract; and (iii) the Contract shall not have been terminated by either Party. If there is any failure of any condition set forth in (i) through (iii) above, then the Escrow Agent shall neither release any Second Deposit proceeds from escrow nor disburse the same to Mortgagor under this Section 6.

6. **DEFAULT.** The occurrence of any of the following shall be an "Event of Default" by Mortgagor under this Mortgage: (a) a default by Mortgagor under the Contract (which is not cured within any applicable notice and cure periods) and, as a result thereof, Mortgagee elects to terminate the Contract and receive the return of the Second Deposit Funds and Mortgagor fails to return all such Second Deposit Funds within fifteen (15) days after such termination; or (b) if Mortgagor makes a general assignment for the benefit of its creditors; or (c) if Mortgagor admit in writing its inability to pay its debts generally as they become due; or (d) if Mortgagor files a voluntary petition in bankruptcy or voluntarily consents to any bankruptcy or receivership proceedings; or (e) if a receiver, custodian, liquidator, trustee or like officer be appointed to take custody, possession or control over Mortgagor and/or any of the Mortgaged Property and the same is not discharged within 90 days after such appointment; or (f) if any proceedings under the Federal Bankruptcy Code are brought against Mortgagor as debtor and the same are not dismissed within 90 days thereafter; or (g) if Mortgagor defaults on any term, covenant, condition or other provision of this Mortgage and the same is not cured within thirty (30) days after receiving written notice of such default from Mortgagee.

7. **REMEDIES.** If an Event of Default shall have occurred, then Mortgagee's sole and exclusive remedy under this Mortgage shall be to foreclose on the Land under this Mortgage pursuant to and in accordance with law, subject to the following conditions and limitations: (a) Mortgagee shall commence, prosecute and complete (including taking title to the Mortgaged Property) the foreclosure action in its own name (it being acknowledged and agreed by Mortgagee that it is prohibited from selling, assigning, transferring or directing to any other person or entity any of its right, title or interest under this Mortgage or any judgment or certificate of title received in any foreclosure action or sale commenced or held under this Mortgage); and (b) Mortgagee shall be required to bid on the Mortgaged Property at the foreclosure sale in an amount not less than (i) the "Purchase Price" (as defined in the Contract), plus (ii) the "Seller's Share of the Mitigation Credit Escrow Amount" (as defined in the Contract), less (ii) the cost to complete the Pre-Closing Site Development Work (to the extent not completed by Mortgagor) in accordance with the terms of the Contract, less (iii) all fees, costs and expenses (including, without limitation, attorneys fees and costs) incurred by Mortgagee in filing, prosecuting and completing the foreclosure action.

#### 8. **MISCELLANEOUS.**

(a) This Mortgage shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Mortgage shall be exclusively in Miami-Dade County, Florida. If any action, litigation or other proceeding arising out of this Mortgage is commenced by either Party against the other, then the prevailing Party in such action, litigation or proceeding shall recover all fees, costs and expenses incurred thereby therein (including, without limitation, reasonable attorneys' fees through and including all appellate levels and proceedings) from the non-prevailing Party.

(b) This Mortgage contains the entire agreement and understanding between the Parties relating to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, terms, conditions, representations, warranties, covenant, agreements and statements, whether oral or written, are merged herein. This Mortgage may be amended or modified only by a written instrument executed by the Parties and which is recorded in the Public Records of Miami-Dade County, Florida. No agreement unless in writing and signed by an authorized officer of Mortgagee and no course of dealing between the Parties shall be effective to change, waive, terminate, modify, discharge, or release in whole or in part any provision of this Mortgage.

(c) This Mortgage shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

(d) If any one or more of the provisions contained in this Mortgage is declared or found by a court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, such provision or portion thereof shall be deemed stricken and severed and the remaining provisions hereof shall continue in full force and effect.

(e) The waiver of a Party of any default, term, covenant, condition, agreement or other provision of this Mortgage must be in writing signed by the Party waiving such default, term, covenant, condition, agreement or provision.

(f) It is specifically agreed that time is of the essence as to all matters provided for in this Mortgage.

(g) THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS MORTGAGE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS MORTGAGE.

(h) This Mortgage may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same instrument.

[signatures and notary acknowledgments follow on next page]

IN WITNESS WHEREOF, the Parties have executed this instrument as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

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

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

**MORTGAGOR:**

SOUTHERN COMMERCE PARK AT DORAL, LLC, a  
Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida  
corporation, its manager

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Hector Garcia, chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, on behalf of the corporation and company. He is personally known to me or has produced a driver's license as identification and did not take an oath.

Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

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

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

**MORTGAGEE:**

**CITY OF DORAL**, a Florida municipal corporation

By: \_\_\_\_\_  
Yvonne Soler-McKinley, City Manager

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by Yvonne Soler-McKinley, the City Manager of City of Doral, a Florida municipal corporation, on behalf  
of the corporation. He/She is personally known to me or has produced a driver's license as identification and  
did not take an oath.

\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

JOINDER OF ESCROW AGENT

The undersigned hereby joins in this Mortgage and, by doing so, hereby acknowledges its duties and obligations under the terms and provisions hereof and hereby agrees to be bound by and to perform such duties and obligation in accordance with such terms and provisions.

Signed, sealed and delivered  
in the presence of:

ESCROW AGENT:

STEARNS WEAVER MILLER WEISSLER ALHADEFF &  
SITTERSON, P.A.

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

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_ of Stearns  
Weaver Miller Weissler Alhadeff & Sitterson, P.A., on behalf of the professional association. He/She is  
personally known to me or has produced a driver's license as identification and did not take an oath.

\_\_\_\_\_  
Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**The Legal Description of the Land**

**The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.**

**Final Version**

**EXHIBIT "I"**

**Collateral Assignment of Site Development Contracts**

[see following four (4) pages]

## COLLATERAL ASSIGNMENT OF CONSTRUCTION CONTRACT

FOR VALUE RECEIVED, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the undersigned, SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company ("Southern"), hereby collaterally assigns, transfers and sets over unto CITY OF DORAL, a Florida municipal corporation (the "City"), all of its right, title and interest in, to and under that certain construction contract more particularly specified on Exhibit "A" attached hereto and incorporated herein by this reference (such construction contract, as the same may hereafter be amended or modified from time to time by Southern, is referred to herein as the "Contract"). The Contract relates to the construction of certain improvements on that certain real property located in the County of Miami-Dade, State of Florida (the "Property"), all as more particularly described in that certain Contract for Purchase and Sale of Real Property [a portion of Tract 60, Section 17 - Doral, Florida] having an Effective Date of July 6, 2010 by and between Southern and the City (as the same has been or may hereafter be amended from time to time, the "Purchase and Sale Contract").

The City will not be deemed to have assumed any of the duties or obligations of Southern under the Contract based solely on the City's execution of this Assignment, nor shall the City be liable to the contractor under the Contract (the "Contractor") by reason of any default by Southern under the Contract. Southern shall indemnify, defend and hold the City harmless from and against any and all claims, actions, demands, liabilities, damages, judgments, fees, costs and expenses (including attorneys' fees and costs through all trial and appellate levels and proceedings) incurred by the City based on its alleged assumption of Southern's duties and obligations under the Contract or in exercising any of its rights under this Assignment, except for: (i) the obligation to make payment under and in accordance with the terms and provisions of the Contract, which the City shall be obligated to make using the proceeds of the "Second Deposit" (as defined in the Purchase and Sale Contract) as provided in the Purchase and Sale Contract and "Mortgage" (as hereinafter defined); and (ii) any claim, action, demand, liability, damage, judgment, fee, cost or expense (including attorneys' fees and costs through all trial and appellate levels and proceedings) incurred by the City as a result of its (or any of its employee's, agent's or contractor's) own gross negligence or willful misconduct.

Until the occurrence of a default (and the expiration of all applicable notice and cure periods) by Southern under the Purchase and Sale Contract or that certain Mortgage and Security Agreement given by Southern in favor of the City (the "Mortgage"), Southern shall have the sole and exclusive right to exercise and enforce all of the terms and provisions of the Contract. However, after the occurrence of a default (and the expiration of all applicable notice and cure periods) by Southern under the Purchase and Sale Contract or Mortgage, the City may elect to exercise any and all of Southern's rights and remedies under the Contract by giving Southern and the Contractor written notice of such election and, upon Southern's receipt of such election notice from the City, (i) the City shall have the right to exercise Southern's rights and remedies under the Contract without any interference or objection from Southern, and (ii) Southern shall cooperate in causing the Contractor to comply with all the terms and provisions of the Contract; provided, however, in no event whatsoever shall the City have any right to modify the scope of work set forth in the Contract, the compensation payable to the Contractor under the Contract, or to otherwise amend or modify the Contract in any manner.

This Assignment shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Assignment shall be exclusively in Miami-Dade County, Florida. If any action, litigation or other proceeding arising out of this Assignment is commenced, then the prevailing party in such action, litigation or proceeding shall recover all fees, costs and expenses incurred thereby therein (including, without limitation, reasonable attorneys' fees through and including all appellate levels and proceedings) from the non-prevailing party.

This Assignment contains the entire agreement and understanding between the parties relating to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, terms, conditions, representations, warranties, covenant, agreements and statements, whether oral or written, are merged herein.

This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns.

This Assignment may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same instrument.

It is understood and agreed that the recordation of the "Satisfaction" (as defined in the Purchase and Sale Agreement) with respect to the Mortgage shall operate as a full and complete satisfaction of all of the City's rights and interests hereunder and that after the recordation of the Satisfaction, this instrument shall be null, void and of no further force of effect.

IN WITNESS WHEREOF, Southern has executed this instrument as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

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

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

**SOUTHERN:**

SOUTHERN COMMERCE PARK AT DORAL, LLC, a  
Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida  
corporation, its manager

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

**EXHIBIT "A"**

**The Contract**

**TO BE ATTACHED**

**CONTRACTOR'S CONSENT TO COLLATERAL ASSIGNMENT OF CONSTRUCTION CONTRACT**

The undersigned contractor (the "Contractor") hereby consents to the terms, covenants and agreements of the Assignment of Construction Contract (the "Assignment") to which this Contractor's Consent to Collateral Assignment of Construction Contract (the "Consent") is attached.

Contractor hereby represents and warrants to the City that: (i) there are presently no unpaid amounts due it by Southern, except as specifically disclosed by Contractor in writing to the City prior to Contractor's execution of this Consent; (ii) Contractor has no present claim against or lien upon the Property arising out of the Contract; and (iii) Contractor has not previously assigned the Contract or any of its interest therein. Contractor hereby acknowledges that any and all liens and lien rights now or hereafter held or claimed by Contractor against the Property are hereby made and shall be junior, subordinate and inferior to all liens on and security interests in the Property held by the City.

Contractor hereby agrees to provide the City with written notice of any default by Southern under the Contract and to give the City the right (but not the obligation) to cure such default within forty-five (45) days after receipt of such notice. If Southern shall default (beyond any applicable notice and cure periods) under the Purchase and Sale Contract or Mortgage and the City elects to exercise its rights under the Assignment, then Contractor hereby further agrees to continue to perform under the Contract as it then exists so long as Contractor receives payment of the compensation payable to it under the Contract without the payment of any additional compensation, fee, cost or expense by the City beyond that required by the Contract as it then exists. In no event whatsoever shall the City have any right to modify the scope of work set forth in the Contract, the compensation payable under the Contract, or to otherwise amend or modify the Contract in any manner.

Contractor, by executing this Consent, acknowledges and agrees that the City does not assume any of the duties or obligations of Southern under the Contract (including, but not limited to, the obligation to pay for work performed by Contractor under the Contract), unless and until the City shall exercise its rights granted herein with respect to the Contract, in which event, the City shall be obligated to make payment to Contractor under and in accordance with the terms and provisions of the Contract so long as Contractor hereby continues to perform thereunder as provided herein.

The address for the City for the purpose of notice hereunder shall be:

The City of Doral  
8300 NW 53rd Street, Suite 200  
Doral, Florida 33166  
Attn: Eric Carpenter P.E., Public Works Director

IN WITNESS WHEREOF, Contractor has executed this instrument as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed and delivered  
in the presence of:

**CONTRACTOR:**

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

\_\_\_\_\_  
By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

**EXHIBIT "J"**

**Satisfaction**

**[see following page]**

This Instrument Was Prepared By, Record and Return to:

Marina I. Ross, Esq.  
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler St., Suite 2200  
Miami, Florida 33130

**SATISFACTION OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, CITY OF DORAL, a Florida municipal corporation (the "Mortgagee"), as owner and holder of that certain Mortgage and Security Agreement (the "Mortgage") executed and delivered by SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company (the "Mortgagor") in favor of Mortgagee dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ and recorded the \_\_\_ day of \_\_\_\_\_, 20\_\_ in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ in the Public Records of Miami-Dade County, Florida upon the property situate in said State and County described as follows, to-wit:

The East 1/2 of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

hereby acknowledges full payment and satisfaction of the Mortgage and surrenders the Mortgage as canceled, and hereby directs the Clerk of the Circuit Court to forever cancel and discharge the Mortgage of and from record.

IN WITNESS WHEREOF, Mortgagee has executed this Satisfaction of Mortgage as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**MORTGAGEE:**

THE CITY OF DORAL, a Florida Municipal Corporation

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

By: \_\_\_\_\_  
Yvonne Soler-McKinley, City Manager

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

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

**EXHIBIT "K"**

**Notice of Commencement**

[see following two (2) pages]

**Prepared by and Return:**

Michael S. Sheitelman, Esq.  
Sheitelman Law PA  
3858-S Sheridan Street  
Hollywood, Florida 33021

Permit No. \_\_\_\_\_

Tax Folio No: a portion of 35-3017-001-0610

**NOTICE OF COMMENCEMENT**

**STATE OF FLORIDA  
COUNTY OF MIAMI-DADE**

The undersigned hereby gives notice that improvements will be made to the real property described below and, in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement:

1. **Legal Description:** The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida (the "Property").
2. **General Description of the Improvements:** clearing, grubbing, demucking, filling and compaction of the Property
3. **Owner Information**
  - a. **Name:** Southern Commerce Park At Doral, LLC, Attn: Hector Garcia
  - b. **Address:** 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186
  - c. **Owner's Interest in the Property:** Fee Simple
  - d. **Fee Simple Title Holder (if other than Owner):** N/A
4. **Contractor Information**
  - a. **Name:** \_\_\_\_\_
  - b. **Address:** \_\_\_\_\_
  - c. **Phone No:** \_\_\_\_\_
5. **Surety Information**
  - a. **Surety:** N/A
  - b. **Amount of Bond:** N/A
  - c. **Phone No:** N/A
6. **Lender Information**
  - a. **Name:** City of Doral
  - b. **Address:** 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166, Attn: Eric Carpenter
  - c. **Phone No:** \_\_\_\_\_
7. **Name and address of person within the State of Florida designated by the owner as person upon whom notices or other documents may be served as provided by Section 713.13(1)(a)(7), Florida Statutes:** N/A

8. The owner has designated the following persons, in addition to himself, to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes. City of Doral, 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166, Attn: Eric Carpenter

9. Expiration Date of Notice of Commencement (the expiration date is one year from the date of recording unless a different date is specified) \_\_\_\_\_.

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

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

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

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

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

Verification pursuant to Section 92.525, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

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

\_\_\_\_\_  
Hector Garcia

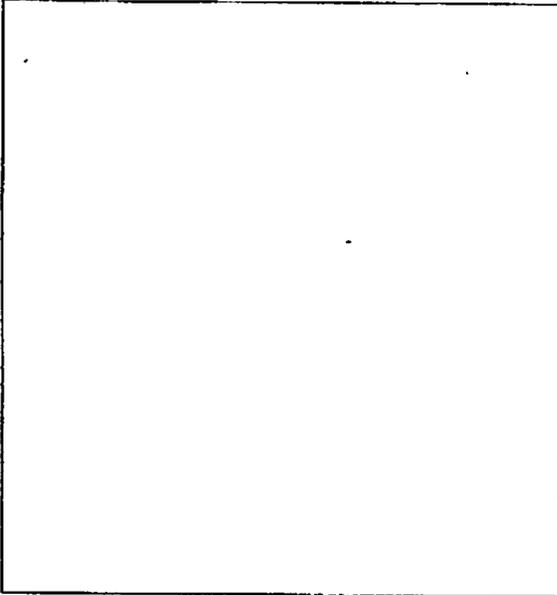
Print Name: \_\_\_\_\_

**EXHIBIT "L"**

**Restrictive Covenant**

**[see following nine (9) pages]**

**COVENANT RUNNING WITH THE LAND**  
**IN FAVOR OF**  
**MIAMI-DADE COUNTY**



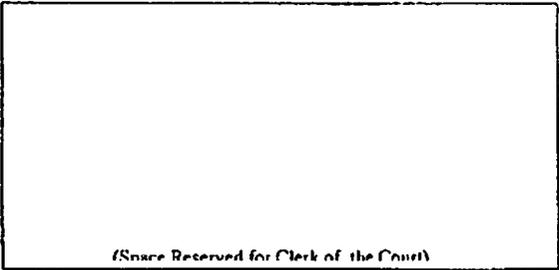
The undersigned, \_\_\_\_\_;  
being the present owner(s) of the following real property  
(hereinafter called "the Property"):

Located at \_\_\_\_\_ pursuant to Section 24-43(7)(a) of the  
Code of Miami-Dade County, hereby submit(s) this executed covenant running with the land in  
favor of Miami-Dade County:

The undersigned agree(s) and covenant(s) to the following:

1. The undersigned shall provide protection and security measures subject to the approval of the Director of the Department of Environmental Resources Management or his designee for the Property upon which the excavation has occurred or will occur and that portion of the Property which has not been excavated or will not be excavated.
2. Prior to the entry into a landlord-tenant relationship with respect to the Property, the undersigned agree(s) to notify in writing all proposed tenants of the Property of the existence and contents of this Covenant.
3. The undersigned agree(s) and covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of Environmental Resources Management by preliminary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.
4. This agreement and Covenant shall be recorded in the Public Records of Miami-Dade County, Florida and the provisions hereof shall constitute a Covenant Running with the Land and shall remain in full force and effect and be binding upon the undersigned, their heirs, legal representatives, estates, successors, grantees and assigns.
5. This agreement and Covenant shall upon request by the undersigned be released by the Director of the Department of Environmental Resources Management or his designee when the Director or his designee determines that the Property is not within the Northwest Wellfield protection area, within the West Wellfield Interim protection area, or the basic wellfield protection area of any public utility potable water supply well.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



**INDIVIDUAL**

**WITNESSES:**

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
Sign \_\_\_\_\_  
Print \_\_\_\_\_

**OWNER (S):**

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA, COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

**NOTARY PUBLIC:**

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
State of Florida at Large (Seal)  
My Commission Expires:

**CORPORATION**

**WITNESSES:**

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
Sign \_\_\_\_\_  
Print \_\_\_\_\_

Corporation \_\_\_\_\_, INC.  
Sign \_\_\_\_\_  
Print \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_

**STATE OF FLORIDA, COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ INC., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

**NOTARY PUBLIC:**

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
State of Florida at Large (Seal)  
My Commission Expires:

**THIS INSTRUMENT PREPARED BY:**

\_\_\_\_\_  
DERM-ENVIRONMENTAL RESOURCES MANAGEMENT  
33 SW 2<sup>nd</sup> AVENUE, SUITE 500

MIAMI, FLORIDA 33130

COVENANT RUNNING WITH THE LAND OF \_\_\_\_\_  
\_\_\_\_\_ IN FAVOR OF  
THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-  
DADE COUNTY, FLORIDA, CONCERNING THE  
PROTECTION AND MAINTENANCE OF STORMWATER  
MANAGEMENT SYSTEM LOCATED AT  
\_\_\_\_\_, MIAMI-  
DADE COUNTY, FLORIDA.

The UnderSigned owner(s) of a parcel of real property, legally described as set forth in Exhibit "A", attached hereto and incorporated herein by reference, located at \_\_\_\_\_, Miami-Dade County, Florida, and further identified for ad valorem tax purposes by all or part of folio number(s) \_\_\_\_\_ (hereinafter referred to as the "Property").

The UnderSigned owner(s) has submitted and the Miami-Dade County Department of Environmental Resources Management (DERM) has reviewed and approved: the site plan, stormwater management plan, and the maintenance plan for the control of impediments to the function of the stormwater management system.

The UnderSigned owner, in order to guarantee the permanency of all features depicted in the approved site plan, does hereby create(s) a covenant (the "Covenant") on behalf of the UnderSigned owner(s) and his/their heirs, successors, assigns and grantees (hereafter collectively referred to as the "UnderSigned"), running with the land, to and in favor of the Board of County Commissioners of Miami-Dade County, Florida (hereinafter referred to as the "Board"), their successors and assigns, with respect to the Property, as follows:

1. The UnderSigned covenant(s) and represent(s) that the UnderSigned owner(s) is/are the owner(s) in fee simple of the Property and that no other person or other legal entity has any fee interest in the Property.
2. The UnderSigned agree(s) and covenant(s) that, if applicable, it shall form a Florida non-profit Homeowners Association to which all third party purchasers of any part of the Property shall be members, which Homeowners Association (the "Association") shall be obligated to maintain the stormwater management system at the sole cost and expense of the Association. The UnderSigned agree(s) and covenant(s) that, if applicable, it shall form the Association upon the earlier of twelve (12) months from the date hereof or before the issuance of the first building permit.



8. The UnderSigned agree(s) and covenant(s) that the DERM shall have the right to inspect the Property at reasonable times to determine whether the Property is being used and maintained in the manner consistent with this Covenant. Should DERM determine, after such an inspection, that curative action is required in order to achieve compliance with this Covenant, the DERM shall notify the current Property owner(s) in writing by certified mail, return receipt requested, of the particular curative action is required in order to achieve compliance with this Covenant, the DERM shall notify the current Property owner(s) in writing by certified mail, return receipt requested, of the particular curative action to be taken and the reasons therefore.

The owner(s) shall take such curative action within a reasonable time, provided, however, that the owner(s) shall have the right to appeal DERM's actions or decisions to the Miami-Dade County Environmental Quality Control Board in accordance with the provisions of Section 24-6 of the Code of Miami-Dade County. The owner(s) shall be entitled to seek judicial review of any decisions of the Miami-Dade County Environmental Quality Control Board in accordance with the Florida Rules of Appellate Procedure.

9. Upon agreement by Miami-Dade County, this instrument may be modified, amended or revoked for any portion of the Property by a written instrument executed by the fee simple owner(s) of the Property, or any portion thereof, that would be affected by such modification, amendment or revocation. The director of DERM shall have the authority to approve modifications or amendments to the site plans required under this instrument and require same to be recorded in the Public Records of Miami-Dade County. No other provisions of this Covenant shall be subject to cancellation, revision, alteration or amendment without the consent of the Board.
10. This instrument shall constitute a covenant running with the land binding upon the UnderSigned and his/their heirs, successors, assigns and grantees upon the recording of the same in the Public Records of Miami-Dade County, Florida. The conditions contained herein shall apply to all present and future owners of any portion of the Property. This Covenant shall remain in full force and effect and shall be binding upon the UnderSigned and his/their heirs, successors, assigns and grantees for an initial period of thirty (30) years from the date that this instrument is recorded in the Public Records of Miami-Dade County, Florida, and shall be automatically extended for successive periods of (10) years thereafter unless released prior to the expiration thereof as set forth in Paragraph 9 above.
11. The UnderSigned agree(s) and covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of the DERM or its successor agency by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided for by law or ordinance.
12. After this Covenant is accepted by the DERM, the Covenant, together with a certified copy of the Board's resolution authorizing the DERM to accept covenants in substantially the form of this Covenant, shall be promptly filed with the Clerk of Court for recording in the official records of Miami-Dade County.
13. Invalidations of any one of the covenants herein, to the extent it is not material, shall in no way affect any of the other provisions of this Covenant which shall remain in full force and effect.

IN WITNESS WHEREOF, the UnderSigned, being the owner(s) of the Property, agree(s) to the terms of this Covenant, hereby create same as a covenant running with the land, and set their hands and seal unto this Covenant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witnesses:

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
Sign \_\_\_\_\_  
Print \_\_\_\_\_  
\_\_\_\_\_

Witnesses:

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
Sign \_\_\_\_\_  
Print \_\_\_\_\_  
\_\_\_\_\_

Property owner(s):

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
\_\_\_\_\_

Corporate Seal (if applicable)

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
\_\_\_\_\_

Corporate Seal (if applicable)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 , by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

NOTARY PUBLIC

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
State of Florida at Large (seal)  
My Commission Expires: \_\_\_\_\_

Accepted by the Dade County Manager, on behalf of the Board of County Commissioners of Miami-Dade County, Florida

Sign \_\_\_\_\_ Date \_\_\_\_\_

Print \_\_\_\_\_

By: County Manager

Prepared by \_\_\_\_\_

Sign \_\_\_\_\_

Print \_\_\_\_\_

Board of County Commissioners  
Miami-Dade Center Suites 220 and 230  
111 N.W. First Street  
Miami, Florida 33128-1963

**Stormwater Area Maintenance Plan – Exhibit C to Stormwater Covenant  
(Sample)**

This Maintenance Plan is to be performed on a quarterly basis, in perpetuity (unless legally released), regardless of ownership, and is important to ensure proper functioning of the retention area, the purpose of which is to provide flood protection for the folio numbers referenced above. Deviation from this plan requires prior approval from Miami-Dade DERM.

Maintenance Activities include the following activities:

- Maintenance of the configuration, slopes and elevations as detailed on the site plan.
- Removal of any silt, debris, solid waste and/or fill illegally placed in the Stormwater Management Area
- Free of noxious and/or exotic vegetation with the exotic removal to be completed by a licensed herbicide applicator registered in the State of Florida
- Maintenance of the Stormwater Management Area will be in accordance with the approved schedule referenced above and control techniques approved by DERM for the control of noxious and/or exotic vegetation, as applicable
- Maintenance of native plant communities.

The property owner hereby covenants to allow Miami-Dade DERM access to the site at reasonable times to ensure compliance with the covenant. In the event DERM determines that modifications are required to ensure property operation of the stormwater maintenance area, the property owner will make said revisions within a set timeframe. Said decision can be presented for appeal at the DERM EQCB (Environmental Quality Control Board).

By reference in this document, the property owner agrees to comply with any and all conditions listed in the stormwater covenant.

**EXHIBIT "M"**

**Memorandum of Contract**

**[see following four (4) pages]**

Prepared by:

Michael S. Sheitelman, Esq.  
Sheitelman Law PA  
3858-S Sheridan Street  
Hollywood, Florida 33021

Record and Return to:

Marina Foss, Esq.  
Stearns Weaver Miller Weissler  
Ahadeff & Sitterson, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

(Space Reserved for Clerk of Court)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

**MEMORANDUM OF CONTRACT**

THIS MEMORANDUM OF CONTRACT (the "Memorandum") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company, having a principal place of business located at 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186 ("Southern"), and THE CITY OF DORAL, a Florida municipal corporation, having a principal place of business located at 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166 (the "City").

Southern and the City are parties to that certain Contract for Purchase and Sale of Real Property [a portion of Tract 60, Section 17 - Doral, Florida] having an Effective Date of July 6, 2010 (as the same has been or may hereafter be amended from time to time, the "Contract"), pursuant to which Southern agreed to sell to the City, and the City agreed to purchase from Southern, that certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"). Each party hereto has a copy of the Contract at its principal place of business.

The purpose of this Memorandum is to notify all persons of the existence of the Contract, the City's right to purchase the Land from Southern, and that any and all matters recorded subsequent to the recording of this Memorandum shall be inferior and subordinate to the Buyer's rights under the Contract. This Memorandum shall terminate for all purposes and be of no further force or effect upon the recording of a written instrument, executed by both parties hereto, terminating this Memorandum.

This instrument is only intended to be a Memorandum of the Contract. This instrument is not intended to set forth any of the terms, covenants or conditions of the Contract, nor is it intended to modify any term, covenant or condition of the Contract and, to the extent any conflict may exist between this Memorandum and the Contract, the Contract shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first set forth above.

**SOUTHERN:**

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

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

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

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

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

[signatures and notary acknowledgments continue on next page]

CITY:

THE CITY OF DORAL, a Florida Municipal Corporation

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

By: \_\_\_\_\_  
Yvonne Soler-McKinley, City Manager

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

STATE OF FLORIDA       )  
COUNTY OF MIAMI-DADE   )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

**EXHIBIT "A"**

**The Legal Description of the Land**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "N"**

**Termination**

**[see following four (4) pages]**

Prepared by:

Michael S. Sheltolman, Esq.  
Sheltolman Law PA  
3858-S Sheridan Street  
Hollywood, Florida 33021

Record and Return to:

Marina Ross, Esq.  
Stearns Weaver Miller Weissler  
Alhadef & Sitterson, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

(Space Reserved for Clerk of Court)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

**TERMINATION OF MEMORANDUM OF CONTRACT**

THIS TERMINATION OF MEMORANDUM OF CONTRACT (the "Termination") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company, having a principal place of business located at 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186 ("Southern"), and CITY OF DORAL, a Florida municipal corporation, having a principal place of business located at 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166 (the "City").

Southern and the City entered into that certain Memorandum of Contract dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Miami-Dade County, Florida (the "Memorandum") with respect to that certain Contract for Purchase and Sale of Real Property [a portion of Tract 60, Section 17 - Doral, Florida] having an Effective Date of July 6, 2010 (as the same has been or may hereafter be amended from time to time, the "Contract"), pursuant to which Southern agreed to sell to the City, and the City agreed to purchase from Southern, that certain real property more particularly described in the Contract; such property being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land").

The purpose of this Termination is to forever terminate the Memorandum and to forever cancel and discharge the Memorandum of and from record.

IN WITNESS WHEREOF, the parties hereto have executed this Termination as of the day and year first set forth above.

SOUTHERN:

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

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

By: \_\_\_\_\_  
Hector Garcia, chief executive officer

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

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:

[signatures and notary acknowledgments continue on next page]

CITY:

THE CITY OF DORAL, a Florida Municipal Corporation

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

By: *Yvonne Soler-McKinley*  
Yvonne Soler-McKinley, City Manager

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

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_

My commission expires:



CFN 2010R0741102  
 DR Bk 27474 Pgs 2940 - 2943 (4pgs)  
 RECORDED 11/01/2010 15:39:22  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

Prepared by:

Michael S. Sheitelman, Esq.  
 Sheitelman Law PA  
 3858-S Sheridan Street  
 Hollywood, Florida 33021

Record and Return to:

Marina Ross, Esq.  
 Stearns Weaver Miller Weissler  
 Alhadeff & Sitterson, P.A.  
 Museum Tower  
 150 West Flagler Street, Suite 2200  
 Miami, Florida 33130



(Space Reserved for Clerk of Court)

STATE OF FLORIDA  
 COUNTY OF MIAMI-DADE

**MEMORANDUM OF CONTRACT**

THIS MEMORANDUM OF CONTRACT (the "Memorandum") is made as of the 27<sup>th</sup> day of October, 2010 by SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company, having a principal place of business located at 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186 ("Southern"), and THE CITY OF DORAL, a Florida municipal corporation, having a principal place of business located at 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166 (the "City").

Southern and the City are parties to that certain Contract for Purchase and Sale of Real Property [a portion of Tract 60, Section 17 - Doral, Florida] having an Effective Date of July 6, 2010 (as the same has been or may hereafter be amended from time to time, the "Contract"), pursuant to which Southern agreed to sell to the City, and the City agreed to purchase from Southern, that certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"). Each party hereto has a copy of the Contract at its principal place of business.

The purpose of this Memorandum is to notify all persons of the existence of the Contract, the City's right to purchase the Land from Southern, and that any and all matters recorded subsequent to the recording of this Memorandum shall be inferior and subordinate to the Buyer's rights under the Contract. This Memorandum shall terminate for all purposes and be of no further force or effect upon the recording of a written instrument, executed by both parties hereto, terminating this Memorandum.

This instrument is only intended to be a Memorandum of the Contract. This instrument is not intended to set forth any of the terms, covenants or conditions of the Contract, nor is it intended to modify any term, covenant or condition of the Contract and, to the extent any conflict may exist between this Memorandum and the Contract, the Contract shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first set forth above.

SOUTHERN:

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

By: Hector Garcia, chief executive officer

Lissette Souto  
Print Name: Lissette Souto  
Mazipa Cruz  
Print Name: Mazipa Cruz

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 13 day of October, 2010, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

Maria V. Nieves  
Notary Public, State of Florida  
Name: Maria Victoria Nieves  
Commission No. EE 021355

My commission expires: 8/26/2014



[signatures and notary acknowledgments continue on next page]

CITY:

THE CITY OF DORAL, a Florida Municipal Corporation

Barbara Herrera  
Print Name: Barbara Herrera  
[Signature]  
Print Name: Jamileth pereyra

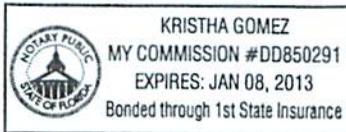
By: Yvonne Soler-McKinley  
Yvonne Soler-McKinley, City Manager

STATE OF FLORIDA        )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of October, 2010, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

Kristha Gomez  
Notary Public, State of Florida  
Name: Kristha Gomez  
Commission No. 01/08/13

My commission expires:



**Approved as to form and legal sufficiency  
for the sole use of the City of Doral.**  
[Signature]  
City Attorney  
Joe Jimenez  
Print Name

Approved as to form and legal sufficiency  
for the sole use of the City of Detroit.

\_\_\_\_\_  
City Attorney

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

**EXHIBIT "A"**

**The Legal Description of the Land**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.



CFN 2011R0157118  
OR Bk 27613 Pgs 0544 - 547; (4pgs)  
RECORDED 03/10/2011 13:19:44  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

Prepared by:

Michael S. Sheitelman, Esq.  
Sheitelman Law PA  
3858-S Sheridan Street  
Hollywood, Florida 33021

Record and Return to:

Marina Ross, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130



(Space Reserved for Clerk of Court)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

TERMINATION OF MEMORANDUM OF CONTRACT

THIS TERMINATION OF MEMORANDUM OF CONTRACT (the "Termination") is made as of the 10<sup>th</sup> day of MARCh, 2011 by SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company, having a principal place of business located at 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186 ("Southern"), and CITY OF DORAL, a Florida municipal corporation, having a principal place of business located at 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166 (the "City").

Southern and the City entered into that certain Memorandum of Contract dated as of the 27<sup>th</sup> day of October, 2010, recorded in Official Records Book 27474, Page 2940 of the Public Records of Miami-Dade County, Florida (the "Memorandum") with respect to that certain Contract for Purchase and Sale of Real Property [a portion of Tract 60, Section 17 - Doral, Florida] having an Effective Date of July 6, 2010 (as the same has been or may hereafter be amended from time to time, the "Contract"), pursuant to which Southern agreed to sell to the City, and the City agreed to purchase from Southern, that certain real property more particularly described in the Contract; such property being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land").

The purpose of this Termination is to forever terminate the Memorandum and to forever cancel and discharge the Memorandum of and from record.

IN WITNESS WHEREOF, the parties hereto have executed this Termination as of the day and year first set forth above.

SOUTHERN:

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

*[Handwritten signature of Hector Garcia]*  
By: \_\_\_\_\_  
Hector Garcia, chief executive officer

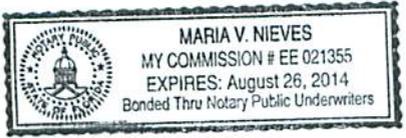
*[Handwritten signature of Youlanda M. Hernandez]*  
Print Name: YOULANDA M. HERNANDEZ  
*[Handwritten signature of Kristine Dickinson]*  
Print Name: KRISTINE DICKINSON

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 1 day of December, 2010, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

*[Handwritten signature of Maria V. Nieves]*  
Notary Public, State of Florida  
Name: Maria Victoria Nieves  
Commission No. \_\_\_\_\_

My commission expires:



[signatures and notary acknowledgments continue on next page]

CITY:

THE CITY OF DORAL, a Florida Municipal Corporation

[Signature]  
 Print Name: Eric Carpenter  
Eric Carpenter  
 Print Name: Eric Carpenter

By: [Signature]  
 Yvonne Soler-McKinley, City Manager

Approved as to form and legal sufficiency for the sole use of the City of Doral

[Signature]  
 City Attorney  
Jimmy Morales  
 Printed Name

Attest:  
[Signature]  
 Barbara Herrera, City Clerk

STATE OF FLORIDA        )  
 COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 22 day of December, 2010, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is personally known to me or has produced personally known as identification.

My commission expires:

[Signature]  
 Notary Public, State of Florida  
 Name: Marylluvia Resendiz  
 Commission No. \_\_\_\_\_



**EXHIBIT "A"**

**The Legal Description of the Land**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

Prepared by:  
Michael S. Sheitelman, Esq.  
Sheitelman Law  
3858-S Sheridan Street  
Hollywood, Florida 33021

Record and Return to:  
Jason Post, Esq.  
Stearns Weaver Miller Weissler Alhadeff &  
Sitterson, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

(Space Reserved for Clerk of Court)

COMPANY AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Hector Garcia (the "Affiant"), the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who being by me first duly sworn, deposes and says as follows:

1. Affiant is the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation (the "Manager"), the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company (the "Company"), and as such, Affiant has personal knowledge of all facts and matters stated herein.

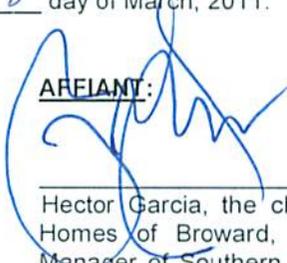
2. As of the date hereof: (a) the Company and the Manager are both in good standing with the State of Florida and their respective statuses are active; (b) neither the Company, the Manager nor any member of the Company has been dissolved, nor has the Company, the Manager or any member of the Company taken any action to dissolve or wind up their respective businesses or affairs; (c) neither the Company, the Manager nor any member of the Company is currently a debtor in any bankruptcy proceedings, nor has any petition in bankruptcy been filed by or against the Company, the Manager or any member of the Company; (d) the Company has been duly and properly authorized by its members to make, execute and deliver all agreements, documents, instruments, affidavits, certificates and statements necessary to sell and convey that certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property") to The City of Doral, a Florida municipal corporation (the "City"), as required by and in conformity with the Articles of Organization and Operating Agreement of the Company; (e) the Manager has been duly and properly authorized by the Company and its Board of Directors to make, execute and deliver, in the name and on behalf of the Company, all agreements, documents, instruments, affidavits, certificates and statements necessary to sell and convey the Property to the City as required by and in conformity with the Articles of Organization and Operating Agreement of the Company and the Articles of Incorporation and Bylaws of the Manager; and (f) Affiant has been duly and properly authorized by the Board of Directors of the Manager to make, execute and deliver, in the name and on behalf of the Manager for and on behalf of the Company, all agreements, documents, instruments, affidavits, certificates and statements necessary to sell and convey the Property to the City as required by and in conformity with the Articles of Incorporation and Bylaws of the Manager.

3. This instrument is given for the express purpose of inducing Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. (the "Title Agent"), as agent for Chicago Title Insurance Company (the "Title Company"), to issue a title insurance policy pursuant to the Title Company's title commitment Order No. 3197218, as revised (the "Commitment"), having an effective date as of February 15, 2011 at 11:00 PM. The Company shall indemnify, defend and hold Title Agent and Title Company harmless from and against any claims, causes of action, losses, damages, fees, costs and expenses (including reasonable

attorneys' fees and court costs through all trial and appellate levels and proceedings) incurred by either of them on account of their reliance on any untrue statement made herein by Affiant.

4. Affiant has read the full facts of this Affidavit and understands its contents. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

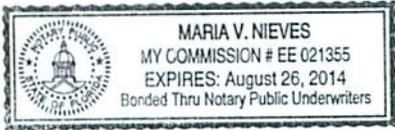
EXECUTED BY AFFIANT as of the 8 day of March, 2011.

AFFIANT:  


Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company

SWORN AND SUBSCRIBED TO BEFORE ME this 8<sup>th</sup> day of March, 2011, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who is personally known to me or has produced N/A as identification.

[NOTARIAL SEAL]



Maria V. Nieves  
Notary Public, State of Florida  
Maria Victoria Nieves  
Printed Name

EXHIBIT "A"

Legal Description of the Property

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

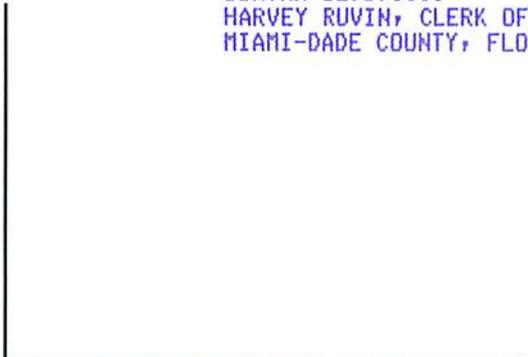


CFN 2011R0157120  
 DR Bk 27613 Pgs 0551 - 553; (3pgs)  
 RECORDED 03/10/2011 13:19:44  
 DEED DOC TAX 16,500.00  
 SURTAX 12,375.00  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

**Prepared by:**  
 Michael S. Sheitelman, Esq.  
 Sheitelman Law  
 3858-S Sheridan Street  
 Hollywood, Florida 33021

**Record and Return to:**  
 Jason Post, Esq.  
 Stearns Weaver Miller Weissler Alhadeff &  
 Sitterson, P.A.  
 Museum Tower  
 150 West Flagler Street, Suite 2200  
 Miami, Florida 33130

PCN: A Portion of Folio No. 35-3017-001-0610



(Space Reserved for Clerk of Court)

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made and given as of the 10<sup>th</sup> day of March, 2011 by SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company, having a mailing address of 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186 (the "Grantor"), to and in favor of THE CITY OF DORAL, a Florida municipal corporation, having a mailing address of 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166 (the "Grantee").

[Whenever used herein the terms "Grantor" and "Grantee" include the parties to this instrument, together with their respective successors and assigns.]

**WITNESSETH:**

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell, to Grantee and its successors and assigns forever, the following described land lying, being, and situate in Miami-Dade County, Florida (the "Property"), to wit:

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining;

SUBJECT TO the matters set forth on Exhibit "A" attached hereto and made a part hereof, but this reference shall not operate to reimpose any of the same.

TO HAVE and to hold the same in fee simple forever.

GRANTOR hereby covenants with Grantee that it is lawfully seized of the Property in fee simple, that it has good right and lawful authority to sell and convey the Property, that it specially warrants the title to the Property and, subject to the matters set forth on Exhibit "A" attached hereto, will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no others.

[signatures and notary acknowledgment follow on next page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

By: Hector Garcia, chief executive officer

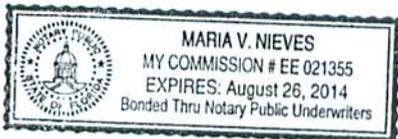
[Signature]  
Print Name: YOLANDA M. HERNANDEZ  
[Signature]  
Print Name: CHRISTINE DICKINSON

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 1 day of December, 2010, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida  
Name: Maria Victoria Nieves  
Commission No. 8-26-2014

My commission expires:



**EXHIBIT "A"**

1. Taxes and assessments for the year 2010 and subsequent years which are not yet due and payable;
2. Matters disclosed on the survey of the Property under Job. No. 09091, prepared by Hadonne Corp., Professional Land Surveyors and Mappers, dated as of October 5, 2009 and recertified on August 2, 2010;
3. Environmental Resource Permit Notice recorded in Official Records Book 26471, Page 2196 of the Public Records of Miami-Dade County, Florida, and all matters disclosed thereby; and
4. Grant of Easement recorded in Official Records Book 10696, Page 1635 of the Public Records of Miami-Dade County, Florida.



CFN 2011R0157121  
DR Bk 27613 Pgs 0554 - 558; (5pgs)  
RECORDED 03/10/2011 13:19:44  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

Prepared by, Record and Return to:

Jason Post, Esq.  
STEARNS WEAVER MILLER WEISSLER  
ALHADEFF & SITTERSON, P.A.  
Museum Tower  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130



(Space Reserved for Clerk of Court)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT (the "Memorandum") is made as of the 10<sup>th</sup> day of March, 2011 by SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company, having a principal place of business located at 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186 ("Southern"), and THE CITY OF DORAL, a Florida municipal corporation, having a principal place of business located at 8300 NW 53<sup>rd</sup> Street, Suite 200, Doral, Florida 33166 (the "City").

Southern and the City are parties to that certain Assignment of Mitigation Credits and Agreement for Allocation of Obligations (the "Agreement"), which Agreement affects the properties described on Exhibit "A-1" and Exhibit "A-2" attached hereto and incorporated herein by this reference (collectively, the "Properties"). Each party hereto has a copy of the Agreement at its principal place of business.

The purpose of this Memorandum is to notify all persons of the existence of the Agreement and the rights, obligations and liabilities imposed thereunder on the Properties and the owners thereof. This instrument is only intended to be a Memorandum of the Agreement. This instrument is not intended to set forth any of the terms, covenants or conditions of the Agreement, nor is it intended to modify any term, covenant or condition of the Agreement and, to the extent any conflict may exist between this Memorandum and the Agreement, the Agreement shall control.

[signatures and notary acknowledgments follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first set forth above.

SOUTHERN:

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

By: Hector Garcia, chief executive officer

[Signature]  
Print Name: YOLANDA M. HERNANDEZ  
[Signature]  
Print Name: CHRISTINE DICKINSON

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 1 day of December, 2010, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida  
Name: Maria Victoria Nieves  
Commission No. 8-26-2014

My commission expires:



[signatures and notary acknowledgments continue on next page]

CITY:

THE CITY OF DORAL, a Florida Municipal Corporation

[Signature]  
 Print Name: Timothy Cox  
[Signature]  
 Print Name: Eric Carpenter

By: [Signature]  
 Yvonne Soler-McKinley, City Manager

Approved as to form and legal sufficiency for the sole use of the City of Doral

[Signature]  
 City Attorney  
Jimmy Morales  
 Printed Name

Attest:  
[Signature]  
 Barbara Herrera, City Clerk

STATE OF FLORIDA        )  
 COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 22 day of December, 2010, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is personally known to me or has produced personally known as identification.

My commission expires:

[Signature]  
 Notary Public, State of Florida  
 Name: Maryluvia Resendiz  
 Commission No. Maryluvia



**EXHIBIT "A-1"**

**The Legal Description of the Property Owned by Southern**

The West ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "A-2"**

**The Legal Description of the Property Owned by the City**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

## GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made is entered into and executed as of the 10<sup>th</sup> day of March, 2011 (the "Effective Date") by and between SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company (the "Assignor"), and of the CITY OF DORAL, a Florida municipal corporation (the "Assignee").

### WITNESSETH:

Whereas, Assignor is the owner that that certain real property more particularly described on Exhibit "A" attached hereto (the "Overall Property"); and

Whereas, Assignor is on this date selling and conveying to Assignee that portion of the Overall Property as more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Property"); and

Whereas, Assignor, as part of the sale and conveyance of the Property to Assignee, is assigning to Assignee all of Assignor's right, title and interest in and to the "Assigned Property" (as hereinafter defined), if any, on the terms and provisions set forth hereinafter.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, remise, release and quit-claim unto Assignee all of Assignor's right, title, interest, claim and demand, if any and then only to the extent assignable, in and to the following as they relate to the Property (collectively, the "Assigned Property"): (a) all easements, privileges, rights-of-way, and lands underlying any adjacent streets or roads; (b) all land use zoning approvals, ordinances and/or resolutions; (c) all development rights including, but not limited to, all rights under any development order issued by any governmental authority; and (d) all permits, licenses and agreements with any utility company or governmental authority relating to the reservation, providing and/or installation of utilities and utility services including, without limitation, electric, drainage, water and sewer.

Notwithstanding anything to the contrary contained in this Agreement, the parties hereby acknowledge and agree that this Agreement does not include, and specifically excludes, any and all rights of Assignor under or with respect to (v) that certain South Florida Water Management District Environmental Resource Permit No. 13-03714-P, (w) that certain United States Army Corp of Engineers Section 404 Permit No. SAJ-2007-2674, (x) that certain Department of Environmental Resources Management Class IV Wetland Permit, Permit No. FW10-029, (y) any of the mitigation credits purchased under that certain Everglades Mitigation Bank Mitigation Credit Purchase and Sale Agreement dated January 2, 2008 for the purchase of 4.42 Freshwater Forested Mitigation Credits, and (z) any of the mitigation credits reserved under that certain letter dated February 3, 2010 from the United States Department of the Interior for the reservation of 2.31 Freshwater Herbaceous Mitigation Credits; all such rights of Assignor being addressed in one or more separate agreements between the parties hereto.

Assignee hereby accepts the foregoing assignment of the Assigned Property from Assignor and, from and after the Effective Date, agrees to be bound by and to perform all of the terms, covenants and conditions under and with respect to the Assigned Property as the same relates to the Property.

Assignor makes no representation or warranty, whether express or implied, whatsoever with respect to any of the Assigned Property, except that Assignor hereby represents and warrants to Assignee that Assignor has not previously assigned or conveyed, and hereby covenants and agrees not to assign, convey or encumber from and after the Effective Date, any right, title or interest in or to the Assigned Property to or in favor of any person or entity other than to Assignee.

Each party covenants and agrees to perform such other acts, and to execute, acknowledge and deliver such other agreements, documents, instruments and materials as the other party may reasonably request in order to give effect to the purpose and intent of this Agreement.

If any action, litigation or other proceeding arising out of this Agreement is commenced by any party against any other party, then the prevailing party in such action, litigation or proceeding shall recover all fees, costs and expenses incurred thereby therein (including, but not limited to, reasonable attorneys fees and costs at all trial, appellate and post-judgment proceedings) from the non-prevailing party.

This Agreement contains the entire agreement and understanding between the parties relating to the matters contained herein and contemplated hereby, and all prior or contemporaneous agreements, understandings, terms, covenants, conditions, representations, warranties and statements, whether oral or written, are merged herein.

This Agreement cannot be amended or modified except in writing signed by the party against whom enforcement is sought.

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and/or assigns.

This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement.

[signatures follow on next page]

EXECUTED BY the parties as of the date and year first set forth above.

ASSIGNOR:

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation

By: Hector Garcia, chief executive officer

ASSIGNEE:

THE CITY OF DORAL, a Florida municipal corporation

By: Yvonne Soler-McKinley, City Manager

Approved as to form and legal sufficiency for the sole use of the City of Doral

Jimmy Morales  
City Attorney

Jimmy Morales  
Printed Name

Attest:  
Barbara Herrera  
Barbara Herrera, City Clerk

**EXHIBIT "A"**

**The Legal Description of the Overall Property**

Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "B"**

**The Legal Description of the Property**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**ASSIGNMENT OF MITIGATION CREDITS AND  
AGREEMENT FOR ALLOCATION OF OBLIGATIONS**

THIS ASSIGNMENT OF MITIGATION CREDITS AND AGREEMENT FOR ALLOCATION OF OBLIGATIONS (the "Agreement") is entered into this 10<sup>th</sup> day of March, 2011 (the "Effective Date"), by and between SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company ("Southern"), and THE CITY OF DORAL, a Florida municipal corporation, (the "City"). Southern and the City may be referred to herein individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

WHEREAS, Southern, as the owner of that certain undeveloped land in Miami-Dade County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Overall Property") obtained that certain (i) South Florida Water Management District ("SFWMD") Environmental Resource Permit No. 13-03714-P, a copy of which is attached hereto as Exhibit "B" attached hereto and made a part hereof (the "SFWMD Permit"), (ii) United States Army Corp of Engineers ("COE") Section 404 Permit No. SAJ-2007-2674, a copy of which is attached hereto and made a part hereof as Exhibit "C" (the "COE Permit"), and (iii) Department of Environmental Resources Management ("DERM") Class IV Wetland Permit, Permit No. FW10-029, a copy of which is attached hereto and made a part hereof as Exhibit "D" (the "DERM Permit"); and

WHEREAS, the SFWMD Permit, COE Permit and the DERM Permit (the SFWMD Permit, COE Permit and DERM Permit are referred to herein collectively as the "Permits") have been issued pursuant to a site plan for the Overall Property submitted by Southern to the applicable governmental authorities (the "Permitted Site Plan"); and

WHEREAS, Southern has sold that portion of the Overall Property more particularly described on Exhibit "E" attached hereto and made a part hereof (the "City Property") to the City pursuant to that certain Purchase and Sale of Real Property dated June 6, 2010 (as amended from time to time, the "Purchase and Sale Contract") and has retained ownership of the remaining portion of the Overall Property (the "Retained Property"); and

WHEREAS, the Parties intend to develop their respective portions of the Overall Property (each such portion of the Overall Property owned by each Party is referred to herein as a "Party's Property") independent of the other but, due to the nature of the Permits, the failure of a Party to satisfy and/or comply with any of the general or special conditions of the Permits and/or any "Permit Modification" (as hereinafter defined) applicable to such Party's Property will have an adverse impact on the other Party's use and enjoyment of such other Party's Property and, as a result thereof, the Parties desire to allocate certain rights, benefits and obligations of the Permits and Permit Modifications between the Retained Property and the City Property and the owners thereof as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions described herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1) Recitals. The above recitals are true and correct and incorporated into the substantive body of this Agreement.

2) The Permits.

a. The Parties, pursuant to the terms of paragraph 2.b. below, shall:

(i) Notify SFWMD, COE and DERM of the conveyance of the City Property to the City.

(ii) Seek to modify the SFWMD Permit (the "SFWMD Permit Modification") in

such a manner that: (1) contemplates two (2) separate phases of development for the Overall Property (i.e., one phase for the Retained Property and a second phase for the City Property); (2) the City will be the sole applicant for the SFWMD Permit Modification; (3) upon issuance of the SFWMD Permit Modification, the City will be the sole permittee under the SFWMD Permit Modification with respect to the City Property and Southern will remain the sole permittee under the SFWMD Permit with respect to the Retained Property; (4) the SFWMD Permit Modification will allocate all general and special conditions of the SFWMD Permit Modification solely to the City Property, except as otherwise contemplated by paragraph 2.d. below; and (5) the SFWMD Permit Modification does not adversely affect any of Southern's vested rights under the SFWMD Permit with respect to the Retained Property. If the SFWMD Permit Modification cannot be issued without violating any of the conditions set forth in (ii)(1) through (5) above, then the Party affected by such violation shall have the right to withdraw the SFWMD Permit Modification application prior to the issuance of the same by the SFWMD, whereupon, the Parties shall cooperate with one another in good faith to promptly resolve the issue causing the withdrawal of the SFWMD Permit Modification application.

(iii) seek to modify the DERM Permit (the "DERM Permit Modification") in such a manner that (1) contemplates two (2) separate phases of development for the Overall Property (i.e., one phase for the Retained Property and a second phase for the City Property), (2) the City will be the sole applicant for the DERM Permit Modification, (3) upon issuance of the DERM Permit Modification, the City will be the sole permittee under the DERM Permit Modification with respect to the City Property and Southern will remain the sole permittee under the DERM Permit with respect to the Retained Property, (4) the DERM Permit Modification will allocate all general and special conditions of the DERM Permit Modification solely to the City Property, except as otherwise contemplated by paragraph 2.d. below, and (5) the DERM Permit Modification does not adversely affect any of Southern's vested rights under the DERM Permit with respect to the Retained Property. If the DERM Permit Modification cannot be issued without violating any of the conditions set forth in (iii)(1) through (5) above, then the Party affected by such violation shall have the right to withdraw the DERM Permit Modification application prior to the issuance of the same by the DERM, whereupon, the Parties shall cooperate with one another in good faith to promptly resolve the issue causing the withdrawal of the DERM Permit Modification application.

b. The City shall retain URS Corporation (the "Consultant") to prepare, submit and process the change in ownership notifications, the SFWMD Permit Modification application and the DERM Permit Modification application (the SFWMD Permit Modification and the DERM Permit Modification are referred to herein as a "Permit Modification", and the SFWMD Permit Modification application and the DERM Permit Modification application are referred to herein as a "Permit Modification Application"). The City shall direct the Consultant to prepare the change in ownership notifications and Permit Modification Applications, and upon their completion, the Consultant shall circulate the same to Parties for their review and approval. Each Party shall review and provide the Consultant with any comments to the change in ownership notifications and/or Permit Modification Applications within ten (10) days after receipt of the same. In that regard, the Parties hereby acknowledge and agree that the City has no right to use any portion of the Retained Property in connection with the development, construction or use of the City Property or to meet or satisfy any rule, regulation, condition or requirement of SFWMD or DERM applicable to the City Property and, in that respect, Southern shall limit its comments to the Permit Modification Applications to only address any calculations, information, materials or other items therein that use or indicate the use of any portion of the Retained Property in connection with the development, construction or use of the City Property or to meet or satisfy any rule, regulation, condition or requirement of SFWMD or DERM applicable to the City Property. Failure of a Party to provide the Consultant with comments to the change in ownership notifications and/or any Permit Modification Applications during the ten (10) day review period shall be deemed an acceptance by such Party of the document(s) for which no comments were provided. If any comments are timely provided to the Consultant by either Party, then the Consultant shall, within five (5) business days after the expiration of the ten (10) day review period: (i) modify the change in ownership notifications and/or Permit Modification Applications (as applicable) to incorporate such comments; and (ii) re-circulate the modified documents among the Parties for their review and approval. Such review, comment, modification and re-circulation process shall continue until such time as both Parties have approved or are deemed to have approved

the change in ownership notifications and Permit Modification Applications; provided, however, if neither of the Permit Modification Applications use or indicate the use of any portion of the Retained Property in connection with the development, construction or use of the City Property or to meet or satisfy any rule, regulation, condition or requirement of SFWMD or DERM applicable to the City Property, then such review, comment, modification and re-circulation process shall not exceed forty-five (45) days after the date on which the last of the Permit Modification Applications was initially delivered to the Parties for review and comment. Once approved by the Parties, the City shall direct the Consultant to submit the change in ownership notifications and Permit Modification Applications to the applicable governmental authorities. The City shall direct the Consultant to keep the Parties informed as to the status of the Permit Modification Applications during the pendency thereof, including promptly providing the Parties with any comments to the application given by the SFWMD and/or DERM. The Parties hereby covenant and agree to cooperate in good faith with one another and the Consultant in the preparation of the Permit Modification Applications as well as addressing any comments given thereto by the SFWMD and/or DERM. All fees, costs and expenses payable to the Consultant and any governmental authority for or in connection with preparing, submitting and processing the change in ownership notifications and Permit Modification Applications shall be paid by the City.

c. Southern shall comply with all of the general and special conditions of the Permits and the Permit Modifications as the same apply to the Retained Property at its sole cost and expense, and the City shall comply with all of the general and special conditions of the Permits and the Permit Modifications as the same apply to the City Property at its sole cost and expense. If a Party receives any notice of violation from any governmental authority with respect to any of the Permits and/or Permit Modifications, then such Party shall promptly forward a copy of such notice to the other Party. Except as contemplated in paragraph 2.a. above and paragraph 2.d. below, a Party shall only be permitted to modify a Permit and/or a Permit Modification after its issuance only with respect to such Party's Property and only if such modification does not materially adversely affect any of the rights or benefits of the other Party's Property under such Permit and/or Permit Modification and, if as a result of any such modification any new condition (whether general or special) is imposed, then the Party who obtained such modification shall be obligated to satisfy such new condition at its sole cost and expense. This paragraph shall survive the termination of this Agreement.

d. Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree to cooperate within one another in good faith by granting such easements over such Party's Property that may be necessary for, or required by any governmental authority in connection with, the installation of any pipes, lines or other facilities for providing or discharging any drainage, water or sewer to or from the Overall Property (or any portion thereof) into a public drainage, water and/or sewer system; provided, however, the obligations of the Parties under this paragraph shall be conditioned on and limited by the following: (i) the easement shall be in a form reasonably acceptable to the Party granting the same; (ii) the easement shall be adjacent to the north or south boundaries of the Overall Property; and (iii) the easement shall not be greater than fifteen (15) feet in width. This paragraph shall survive the termination of this Agreement.

3) Mitigation Credits.

a. Southern has purchased certain Freshwater Forested Mitigation Credits from the Everglades Mitigation Bank and certain Freshwater Herbaceous Mitigation Credits from the United States Department of the Interior (such Freshwater Forested Mitigation Credits and Freshwater Herbaceous Mitigation Credits are referred to herein collectively as the "Mitigation Credits").

b. All of the Mitigation Credits shall be used to satisfy the off-site mitigation requirements of the SFWMD Permit, the COE Permit, the DERM Permit and the Permit Modifications. However, the exact amount of Mitigation Credits needed to develop the Retained Property and the exact amount of Mitigation Credits needed to develop the City Property are unknown as of the Effective Date due to the Parties' intention of revising the Permitted Site Plan. In that regard, Southern hereby assigns to the City the amount of Mitigation Credits (not to exceed, however, fifty percent (50%) of each type of mitigation credit) needed to develop the City Property pursuant to its site plan for the City Property (the

"City Site Plan"), and Southern hereby retains all remaining Mitigation Credits (not to be less than, however, fifty percent (50%) of each type of mitigation credit) for use in developing the Retained Property pursuant to its new site plan for the Retained Property (the "Southern Site Plan"). If the development of a Party's Property pursuant to its approved and permitted site plan requires less than fifty percent (50%) of the Mitigation Credits and the development of the other Party's Property pursuant to its approved and permitted site plan requires more than fifty percent (50%) of the Mitigation Credits, then such Party with the excess Mitigation Credits shall assign all such excess Mitigation Credits to the other Party at no cost. If, however, the development of a Party's Property pursuant to its approved and permitted site plan requires more than fifty percent (50%) of the Mitigation Credits and the other Party does not have any excess Mitigation Credits to assign (whether because an approved and permitted site plan for such other Party's Property has not yet been obtained or, if obtained, development pursuant thereto requires the use of all such Mitigation Credits), then the Party requiring additional Mitigation Credits shall be obligated to purchase the same at such Party's sole cost and expense. If after approved and permitted site plans for both of the Parties' Properties have been obtained and the exact amount of Mitigation Credits needed to develop the Overall Property is known and it is determined that excess Mitigation Credits have been purchased, then the Parties shall reasonably cooperate with one another in an attempt to obtain a refund for any such excess Mitigation Credits with the Parties sharing any such refund in proportion to the actual amount of Mitigation Credits used by each. The Parties hereby acknowledge and agree, however, that neither Party shall have any liability to the other in the event there are no excess Mitigation Credits or, if any, the Parties are unable to obtain a refund for the same. This paragraph shall survive the termination of this Agreement.

4) Further Assurances.

a. Each Party (a "Delivering Party") shall promptly execute and deliver to the other Party (a "Requesting Party") such consents, joinders and other authorizations that the Requesting Party may need to submit and process any application for a modification to any of the Permits, including the Permit Modifications. If the Requesting Party is seeking a modification to any of the Permits or the Permit Modifications pursuant to paragraph 2.c above, then the Requesting Party shall pay any and all fees, costs and expenses relating to any such application.

b. Subject to the conditions and limitations set forth in paragraph 2.d. above, a Delivering Party shall promptly execute and deliver to the Requesting Party such easements that may be necessary for, or required by any governmental authority in connection with, the installation of any pipes, lines and other facilities for providing or discharging any drainage, water or sewer to or from the Overall Property (or any portion thereof) into a public drainage, water and/or sewer as required by paragraph 2.d. above.

c. In addition to promptly executing and delivering the consents, joinders, authorizations and easements contemplated by paragraphs 4.a. and b. above, each Party covenants and agrees to perform such other acts, and to execute, acknowledge and deliver such other agreements, documents, instruments and materials as the other Party may reasonably request in order to give effect to the purpose and intent of this Agreement.

5) Default. If a Party (the "Defaulting Party") defaults on any term, covenant or condition of this Agreement applicable to the Defaulting Party, then the "Non-Defaulting Party" shall give the Defaulting Party written notice (the "Notice") of such default (the "Default Condition") and the Defaulting Party shall have fifteen (15) days following receipt of the Notice (the "Cure Period") to cure the Default Condition. If, however, the Default Condition is not capable of being cured within the Cure Period, then the Defaulting Party shall (provided it has commenced curing the Default Condition within the Cure Period and thereafter diligently continues to cure the Default Condition to completion) have up to sixty (60) days following receipt of the Notice to cure the Default Condition. If the Defaulting Party fails to cure the Default Condition as provided in this paragraph, then the Non-Defaulting Party shall have the right to cure the Default Condition at the cost and expense of the Defaulting Party. In the event the Non-Defaulting Party elects to cure the Default Condition, then all costs and expenses incurred by the Non-Defaulting Party in doing so shall be payable on demand by the Non-Defaulting Party.

6) Indemnification.

a. Southern shall indemnify, defend and hold the City harmless from and against any and all claims, actions, demands, liabilities, damages, judgments, fines, penalties, fees, costs and expenses (including attorneys' fees and costs through all trial and appellate levels and proceedings) incurred by the City as a result of Southern's breach of any term, covenant or condition of this Agreement applicable to Southern. This paragraph shall survive the termination of this Agreement.

b. The City shall indemnify, defend and hold Southern harmless from and against any and all claims, actions, demands, liabilities, damages, judgments, fines, penalties, fees, costs and expenses (including attorneys' fees and costs through all trial and appellate levels and proceedings) incurred by Southern as a result of the City's breach of any term, covenant or condition of this Agreement applicable to the City. This paragraph shall survive the termination of this Agreement.

7) Notices. All notices required or permitted to be given under this Agreement must be in writing and delivered to the Parties at the addresses set forth below (or such other address as may be hereafter designated in writing by a Party). Any such notice must be personally delivered or sent by certified mail (postage pre-paid), overnight courier or facsimile. Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier or facsimile) or on the date which is three (3) days after such notice is deposited in the United States mail (if sent by certified mail, postage prepaid). The Parties' addresses for the delivery of all notices are as follows:

As to Southern:

SOUTHERN COMMERCE PARK AT DORAL, LLC  
12900 S.W. 128<sup>th</sup> Street, Suite 200  
Miami, Florida 33186  
Attention: Hector Garcia  
Telephone: (305) 971-0102  
Facsimile: (305) 971-0190

With a copy to:

Michael S. Sheitelman, Esquire  
Sheitelman Law, PA  
3858-S Sheridan Street  
Hollywood, Florida 33021  
Telephone: (954) 967-2350  
Facsimile: (954) 839-6454

As to the City:

THE CITY OF DORAL  
8300 N.W. 53<sup>rd</sup> Street, Suite 200  
Doral, Florida 33166  
Telephone: (305) 593-6740  
Facsimile: (305) 406-6737

With a copy to:

Robert E. Gallagher, Esquire  
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130  
Telephone: (305) 789-3300  
Facsimile: (305) 789-3395

8) Miscellaneous.

a. This Agreement shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Agreement shall be exclusively in Miami-Dade County, Florida. If any action, litigation or other proceeding arising out of this Agreement is commenced by either Party against the other, then the prevailing Party in such action, litigation or proceeding shall recover all fees, costs and expenses incurred

thereby therein (including, without limitation, reasonable attorneys' fees through and including all appellate levels and proceedings) from the non-prevailing Party.

b. This Agreement shall be deemed a covenant running with the land and shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns. If, however, a Party conveys such Party's Property to a third person, then such Party shall be forever released from all duties, obligations and liabilities under this Agreement from and after the date of such conveyance.

c. No Party shall record this Agreement in the public records of any county; provided, however, the Parties shall execute a Memorandum of this Agreement in the Public Records of Miami-Dade County to put all future owners of any portion of the Overall Property on notice of the existence of this Agreement and the rights, obligations and liabilities of the Parties hereunder.

d. This Agreement contains the entire agreement and understanding between the Parties relating to the subject matter hereof, and all prior or contemporaneous agreements, understandings, terms, conditions, representations, warranties, covenant, agreements and statements, whether oral or written, are merged herein. The headings included in this Agreement are for convenience only and do not modify the terms of this Agreement. In the event of any conflict between the terms and provisions of the Purchase and Sale Contract and the terms and provisions of this Agreement, then the terms and provisions of this Agreement shall govern and control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

e. If any provision of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

f. All the Parties to this Agreement acknowledge that they have had sufficient opportunity to seek and consult with independent legal counsel prior to executing this Agreement and all Parties represent and warrant that they have sought such independent legal advice and counsel or have knowingly or voluntarily entered into this Agreement.

g. Time is of the essence in the performance of all obligations under this Agreement; provided, however, no Party shall have the right to claim any default, claim any damages or to terminate this Agreement as a result of the other Party's (the "Non-Performing Party") failure to perform or delay in performing any act or obligation under this Agreement due to circumstances beyond the Non-Performing Party's reasonable control, such as, but not limited to, labor disputes, strikes, acts of God or governmental action not the fault of the Non-Performing Party.

h. This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement.

[signatures and notary acknowledgments follow on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

SOUTHERN:

Southern Commerce Park at Doral, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida corporation, its manager

By: Hector Garcia, chief executive officer

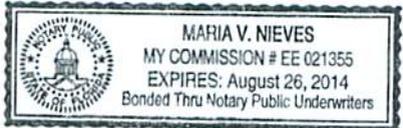
[Signature]  
Print Name: YOLANDA M. HERNANDEZ  
[Signature]  
Print Name: CHRISTINE DICKINSON

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 1 day of December, 2010, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, for and on behalf of said corporation and company. Such individual is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida  
Name: Maria Victoria Neves  
Commission No. 8-26-2014

My commission expires:



[signatures and notary acknowledgments continue on next page]

CITY:

THE CITY OF DORAL, a Florida Municipal Corporation

[Signature]  
Print Name: Eric Carpenter

Eric Carpenter  
Print Name: Eric Carpenter

By: [Signature]  
Yvonne Soler-McKinley, City Manager

Approved as to form and legal sufficiency  
for the sole use of the City of Doral

[Signature]  
City Attorney

Jimmy Morales  
Printed Name

Attest:  
[Signature]  
Barbara Herrera, City Clerk

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 22 day of December, 2010, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is personally known to me or has produced personally known as identification.

[Signature]  
Notary Public, State of Florida  
Name: Marylluvia Resendiz  
Commission No. \_\_\_\_\_

My commission expires:

  
Marylluvia Resendiz  
COMMISSION # DDB59328  
EXPIRES: FEB. 09, 2013  
WWW.AARONNOTARY.com

**EXHIBIT "A"**

**The Overall Property**

Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**EXHIBIT "B"**

**The SFWMD Permit**

[see following seven (7) pages]



### SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on May 15, 2013.
2. Operation of the surface water management system shall be the responsibility of PROPERTY OWNERS ASSOCIATION. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
4. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
5. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
6. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
7. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
8. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
9. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
10. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
11. The permittee acknowledges, that pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.
12. Minimum building floor elevation: BASIN: Doral C. P. - 8.40 feet NGVD 29.
13. Minimum road crown elevation: Basin: Doral C. P. - 7.10 feet NGVD 29.
14. Prior to commencement of construction and in accordance with the work schedule in Exhibit No. 3.05, the permittee shall submit documentation from the Florida Department of Environmental Protection that 2.31 freshwater herbaceous credits have been deducted from the ledger for Everglades National Park Hole-in-the-Donut Mitigation Bank and that 4.42 freshwater, forested credits have been deducted from the ledger for the FPL Everglades Mitigation Bank..
15. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No. 3.05. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and

shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

### GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373. F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved

responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

ENVIRONMENTAL RESOURCE PERMITS CHAPTER 40E-4 (01/07)

40E-4.321 Duration of Permits.

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C., is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. The effective date of the local government's comprehensive plan amendment,
2. The effective date of the local government development order,
3. The date on which the District issues the conceptual approval, or
4. The date on which the District issues a final order pertaining to the resolution of any Section 120.57, F.S., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, the construction phase authorizing construction, removal, alteration or abandonment of a system shall expire five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For an individual or standard general environmental resource permit, the operational phase of the permit is perpetual for operation and maintenance.

(e) For a noticed general permit issued pursuant to Chapter 40E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made by electronic mail at the District's e-Permitting website or in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. The Governing Board takes action on an application for extension of an individual permit, or
2. Staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.  
(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to paragraph 40E-4.331(2)(b), F.A.C.(letter modifications) do not extend the duration of the permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

*Specific Authority 373.044, 373.113, 668.003, 668.004, 668.50 FS. Law Implemented 373.413, 373.416, 373.419, 373.426, 668.003, 668.004, 668.50 FS. History-New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4-20-94, 10-3-95, 5-28-00, 10-1-06.*

**EXHIBIT "C"**

**The COE Permit**

**[see following fourteen (14) pages]**

# DEPARTMENT OF THE ARMY PERMIT

**Permittee:** Southern Commerce Park at Doral, LLC  
Attn: Gerardo Aguirre  
12895 SW 132<sup>nd</sup> Street, Suite 200  
Miami, FL 33186

**Permit No:** SAJ-2007-02674 (IP-INS)

**Issuing Office: U.S. Army Engineer District, Jacksonville**

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** The proposed project is to place approximately 63,500 cubic yards of fill over 9.84 acres of freshwater wetlands. The proposed project includes the construction of a commercial facility including professional office space with associated access, parking, landscaping and stormwater treatment system.

**Project Location:** The proposed project is located north of NW 58<sup>th</sup> Street and west of NW 99<sup>th</sup> Avenue in freshwater wetlands adjacent to the 58<sup>th</sup> Street Canal which flows into the Snapper Creek Canal and then into Biscayne Bay, in Section 17 Township 53S Range 40E, in Doral, Miami-Dade County, Florida (Folio# 35-3017-001-0610).

**Directions to site:** To reach the project from Miami, travel north on the Homestead Extension of the Florida Turnpike (HEFT) to the NW 41<sup>st</sup> Street Exit. Turn east on NW 41<sup>st</sup> Street and proceed to NW 107<sup>th</sup> Avenue. Turn north on 107<sup>th</sup> Avenue and proceed to NW 58<sup>th</sup> Street. Turn east on NW 58<sup>th</sup> Street and proceed to NW 99<sup>th</sup> Avenue. Turn north on NW 99<sup>th</sup> Avenue and proceed approximately 0.25 miles. The project is located on the west side of NW 99<sup>th</sup> Avenue.

**Latitude & Longitude:** Latitude 25°49'45.80" North  
Longitude 80°21'34.40" West

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 2 of 10

**Permit Conditions**

**General Conditions:**

1. The time limit for completing the work authorized ends on \_\_\_\_\_ . If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to

PERMIT NUMBER: SAJ-2007-2674 (IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 3 of 10

ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions:**

1. **Reporting Address:** All reports, documentation and correspondence required by the conditions of this permit shall be submitted to the following address: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 9900 SW 107<sup>th</sup> Avenue, Suite 203, Miami, FL 33176. The Permittee shall reference this permit number, SAJ-2007-2674-(IP-INS), on all submittals.
2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.
3. **Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work has been completed and the site has been stabilized.
4. **Mitigation Credit Purchase:** Within 30 days from the date of initiating the authorized work or 12 months from the effective date of this permit, whichever first occurs, the Permittee shall provide verification to the Corps that 4.33 federal mitigation bank credits have been purchased from the Everglades Mitigation Bank (SAJ-1995-00155) and that 1.5 federal mitigation credits have been purchased from the Hole-in-the-Donut Wetland In-Lieu Fee project (SAJ-1993-01691). The required verification shall reference this project's permit number (SAJ-2007-02674).
5. **As-Builts:** Within 60 days of completion of the authorized work or at the expiration of the construction window of this permit, whichever occurs first, the Permittee shall submit as-

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 4 of 10

built drawings of the authorized work and a completed As-Built Certification Form (Attachment 3) to the Corps. The drawings shall be signed and sealed by a registered professional engineer and include the following:

a. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings (8½-inch by 11-inch). The drawing should show all "earth disturbance," including wetland impacts, water management structures, and any on-site mitigation areas.

b. List any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the As-Built Certification Form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or As-Built Certification Form does not constitute approval of any deviations by the U.S. Army Corps of Engineers.

c. The Department of the Army Permit number.

d. Include pre- and post-construction aerial photographs of the project site, if available.

**6. Eastern Indigo Snake Protection Measures:** The Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated February 12, 2004 and provided in Attachment 5 of this permit."

**7. Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

**8. Regulatory Agency Changes:** Should any other regulatory agency require changes to the work authorized or obligated by this

PERMIT NUMBER: SAJ-2007-2674 (IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 5 of 10

permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Miami Regulatory Office.

**Further Information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 6 of 10

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170)

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 7 of 10

accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 8 of 10

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

  
\_\_\_\_\_  
(PERMITTEE) Southern Commerce Park at Doral, LLC. (DATE) 4/8/09

GERARDO AGUIRRE  
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

  
\_\_\_\_\_  
(DISTRICT ENGINEER) (DATE) April 9, 2009  
Paul L. Grosskruger  
Colonel, U.S. Army  
District Commander

PERMIT NUMBER: SAJ-2007-2674(IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 9 of 10

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFEEE-SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(NAME-PRINTED)

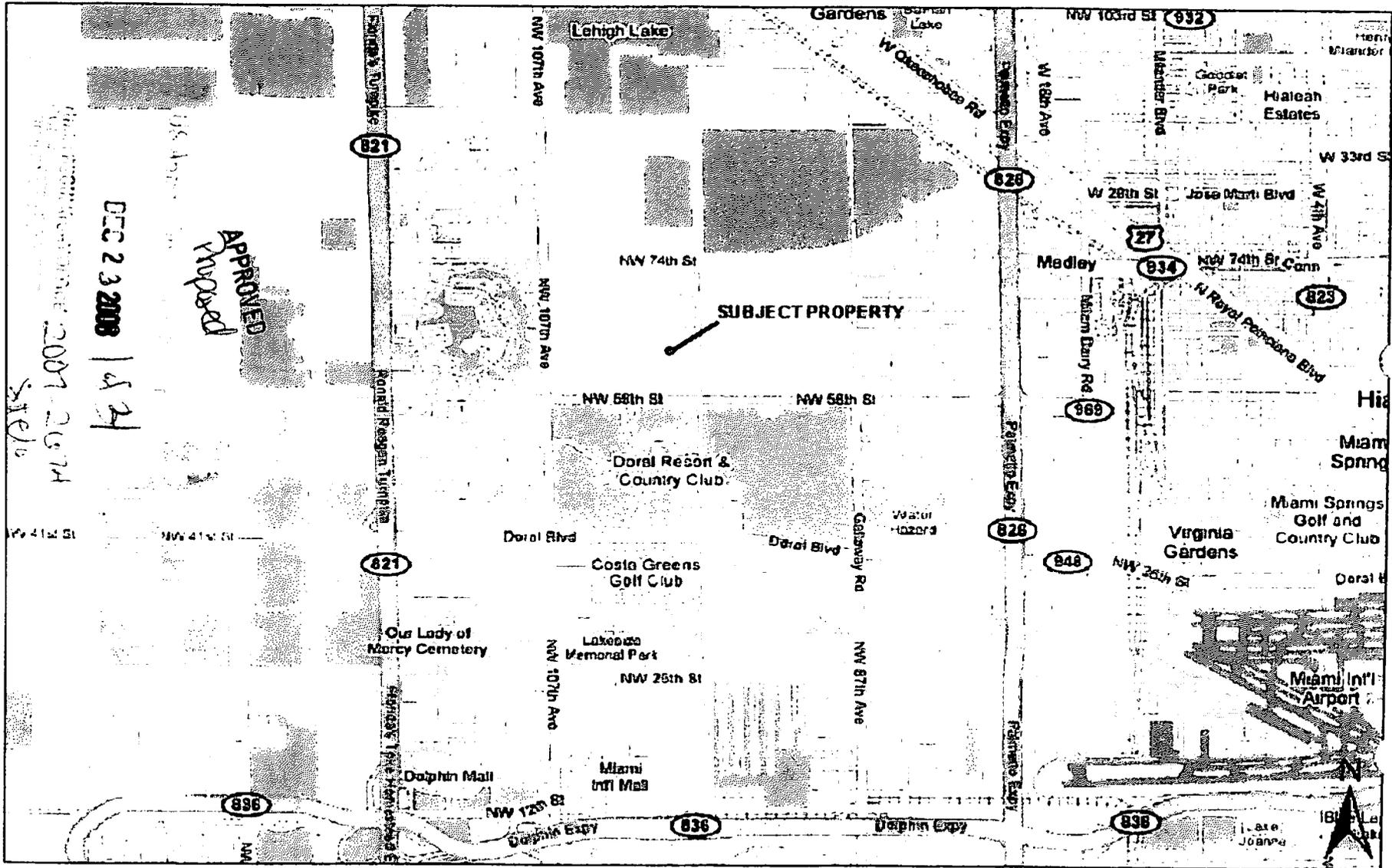
\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2007-2674 (IP-INS)  
PERMITTEE: Southern Commerce Park at Doral, LLC  
PAGE 10 of 10

***Attachments to Department of the Army  
Permit Number SAJ-2007-02674 (IP-INS)***

1. PERMIT DRAWINGS: Four (4) pages. Pages 1-3 date-stamped July 30, 2008, page 4 date-stamped April 6, 2009.
2. WATER QUALITY CERTIFICATION: Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit. Forty four (44) pages.
3. As-Built Certification Form
4. Notice of Department of the Army Permit
5. "Standard Protection Measures for the Eastern Indigo Snake" dated February 12, 2004



**DORAL COMMERCE PARK**  
**CITY OF DORAL**  
**MIAMI-DADE COUNTY, FLORIDA**

**RS Environmental Consulting, Inc.**  
**RS**  
 P.O. Box 161158  
 Miami, FL 33116-1158  
 Phone: (305) 383-3404  
 Fax: (305) 383-3270  
[www.rs-env.com](http://www.rs-env.com)

EXHIBIT 1

**LOCATION MAP**  
 T-53S, R-40E, S-17

DRAWN BY: DMM

DATE: 2/21/08

CHECKED BY: RWS

SCALE: AS SHOWN



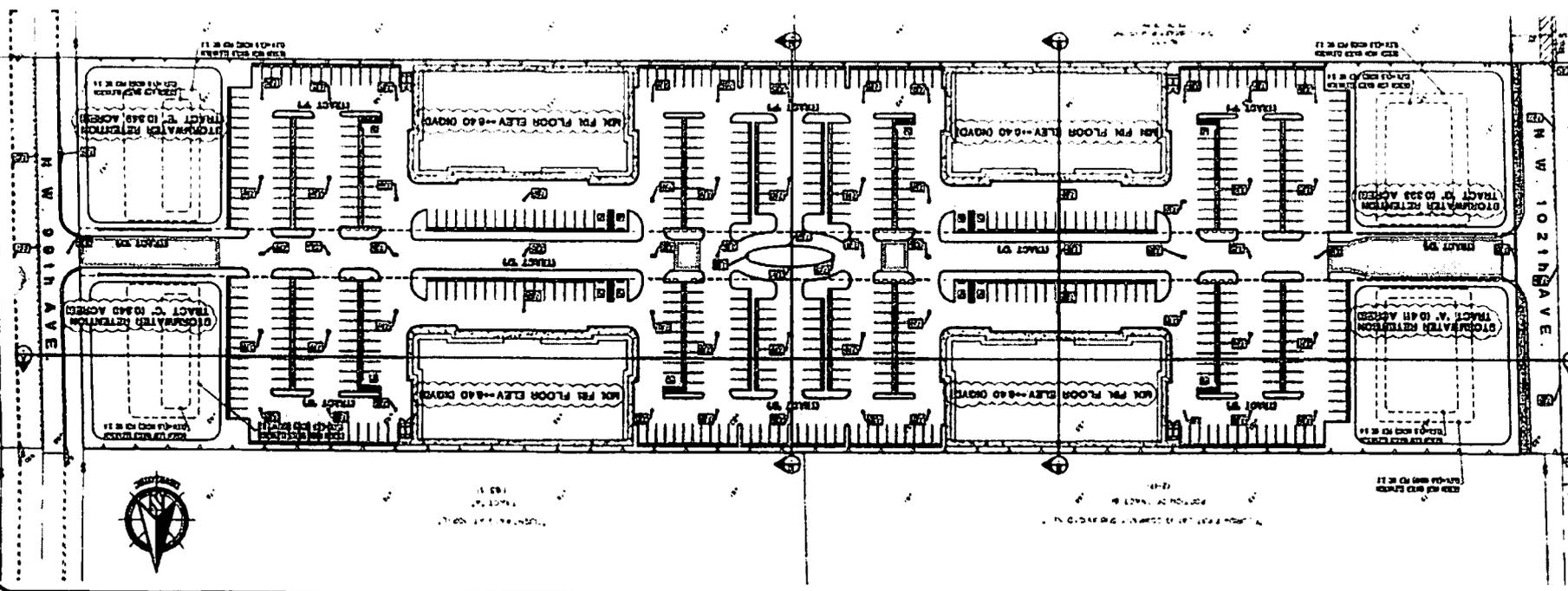
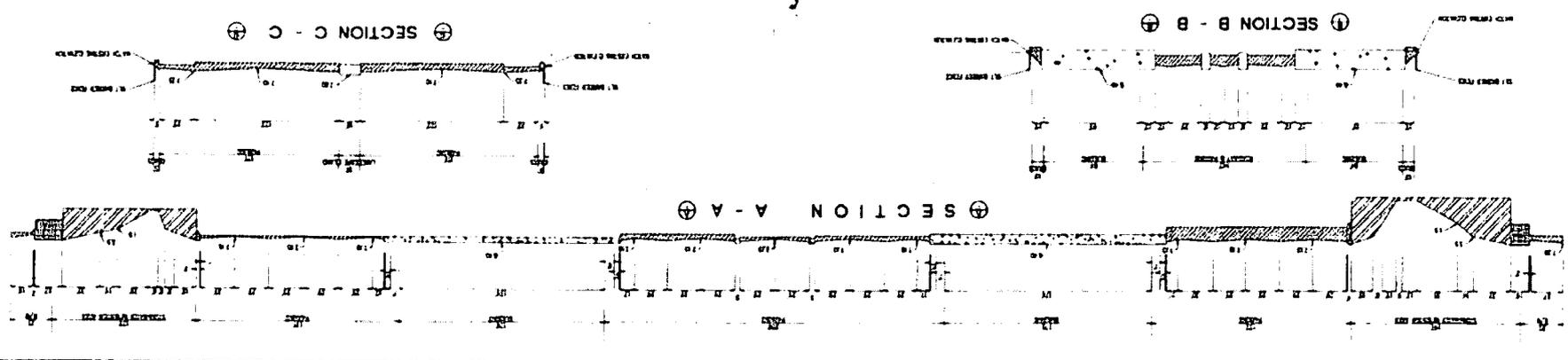
APPROVED

Doral Commerce Park  
Cross Sections through Project

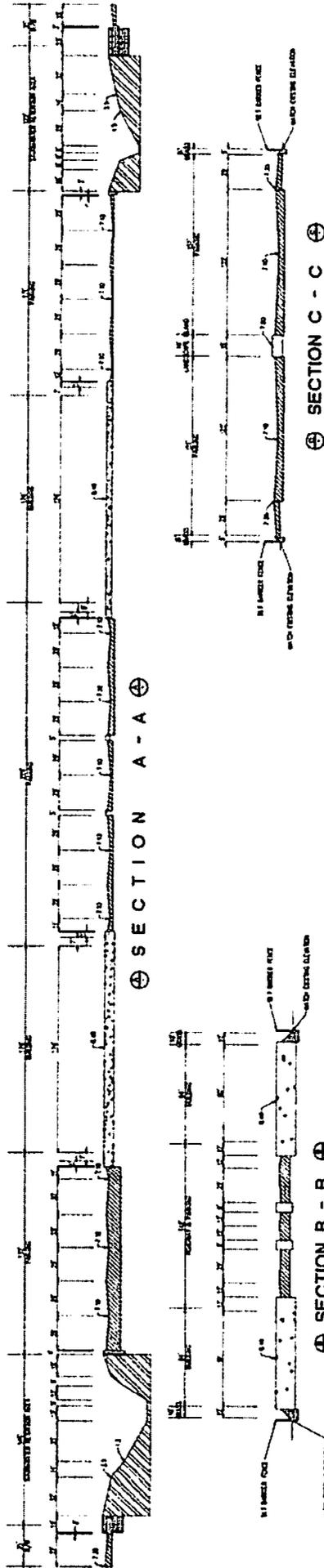
DEVELOTEC, INC.  
Consulting Engineers - Land Planners  
7104 B.W. 4TH Street Miami, FL 33155  
Tel: 305.583.9000 - Fax: 305.583.8100

Subdiv. Commission of Doral Park LLC  
12900 S.W. 127th Street Suite 100  
Miami, FL 33186

10/27/2004  
P-6



DORAL COMMERCE PARK: CROSS SECTIONS



APPROVED  
 US ARMY  
 CORPS OF ENGINEERS

APR 14 2009 *Y. H.*

MIAMI REGULATORY OFFICE  
 COE # 2007 2014  
 PROJECT MANAGER: Speltz

**EXHIBIT "D"**

**The DERM Permit**

**[see following seven (7) pages]**



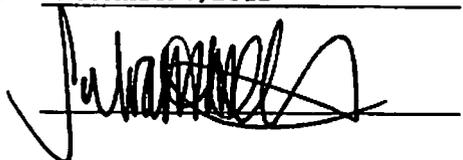
MIAMI - DADE COUNTY DEPARTMENT OF ENVIRONMENTAL  
 RESOURCES MANAGEMENT (DERM)  
 701 NW 1<sup>st</sup> Court, 6<sup>th</sup> Floor  
 Miami, Florida 33136  
 Phone: 305-372-6585 Fax: 305-372-6479

**CLASS IV WETLAND PERMIT**

\*\*\*\*\*THIS PERMIT MUST BE KEPT ON SITE\*\*\*\*\*  
 DURING ALL PHASES OF CONSTRUCTION

PERMIT NO. FW10-029

ISSUE DATE: December 7, 2010 EXPIRATION DATE: December 7, 2012

ISSUED BY: Julia M. Millet SIGNATURE: 

PERMITTEE NAME: Southern Commerce Park at Doral

PROJECT LOCATION: NW corner of NW 60<sup>th</sup> Street and NW 98<sup>th</sup> Avenue

FOLIO: 35-3017-001-0610

WETLAND BASIN: East Turnpike Wetlands Basin

**PROPOSED WORK**

This permit authorizes the filling of 9.86 acres of wetlands for the development of a business park, specifically the filling of an 8.26-acre fill pad and a 1.60-acre lake excavation.

ENGINEER OF RECORD: Ricardo Herrera, PE # 45986  
 Develotec, Inc.  
 7194 SW 47<sup>th</sup> Street  
 Miami, FL 33155  
 (305) 663-9650

PLANS ENTITLED: "Doral Commerce Park Paving, Grading and Drainage Plan"

DATE SIGNED AND SEALED: April 11, 2002

All work shall be performed in accordance with the above referenced plans and in accordance with the attached specific and general permit conditions.

**PERMITEE**

(Name, Address, & Telephone)

Hector Garcia, Manager of Southern Commerce  
Park at Doral  
12895 SW 132<sup>nd</sup> St. Ste. 200  
Miami, FL 33186  
(305) 971-0102

**PERMIT AGENT**

(Name, Address, Telephone, & License #)

Rainer Schael, RS Environmental Consulting  
PO Box 161158  
Miami, FL 33116-1158  
(305) 383-3404

PERFORMANCE BOND AMOUNT:           N/A          

MITIGATION BOND AMOUNT:           N/A          

TOTAL AMOUNT OF BONDS REQUIRED:           N/A          

TRUST FUND CONTRIBUTION AMOUNT:           N/A          

PRE-WORK CONFERENCE REQUIRED     YES     NO

TO ARRANGE A PRE-CONSTRUCTION CONFERENCE OR TO SCHEDULE A FINAL INSPECTION, PLEASE CONTACT THE DERM WETLAND REGULATORY SECTION AT (305) 372-6585, OR BY FACSIMILE AT (305) 372-6479

UNLESS OTHERWISE EXEMPTED BY DERM, RECORD DRAWINGS (AS-BUILTS PLANS) MAY BE REQUIRED TO BE SUBMITTED TO DERM WITHIN THIRTY (30) DAYS OF PROJECT COMPLETION.

APPLICATION FEE:           \$2977.00                PERMIT FEE:           \$1999.00          

APPLICATION FEE DATE:           9-14-10                PERMIT FEE DATE:           12-3-10          

**AGENCIES OTHER THAN DERM FROM WHICH APPROVAL MAY BE NECESSARY:**

1. Local Municipality (structural, zoning, building)
2. Miami-Dade County Building Department (if located in unincorporated Miami-Dade County)
3. South Florida Water Management District (SFWMD)
4. Florida Department of Environmental Protection (FDEP),
5. U.S. Army Corps of Engineers (ACOE)

REVIEWED BY:           Michael Spill            
Wetland Resources Section

It is the Permittee's responsibility to ensure that all other regulatory or proprietary permits and/or authorizations are obtained prior to commencement of work.

### **SPECIAL CONDITIONS**

1. The maximum area of wetlands on the property that that may be impacted under this Permit is 9.86 acres, specifically 8.26 acres of fill and 1.60 acres for a lake excavation. **NO ADDITIONAL FILL OR EXCAVATION BEYOND THE LIMITS OF THIS AREA IS AUTHORIZED UNDER THIS PERMIT.**
2. The Permittee is mitigating for the ecological impacts related to the loss of wetland habitat through off-site mitigation by purchasing 4.42 credits in the Everglades Mitigation Bank (EMB). The wetland restoration project carried out by the Florida Power & Light Company (FPL) has enhanced property in the South Dade Wetland Basin by removing exotic vegetation, replanting with native species, restoring filled areas to natural grade, and the implementation of a fire management program. The Permittee purchased the 4.42 credits on November 22, 2010.
3. Within sixty (60) days of the issuance of this Permit, a Covenant Running with the Land in favor of Miami-Dade County binding present and future owners must be executed and submitted to the Water Control Section, to reserve a minimum lake area of 0.80 acres, designated as surface water management area.
4. Within ninety (90) days of completion of the filling and lake excavation, a berm must be constructed with a minimum elevation of +8.05 feet NGVD along the property lines with equivalent grading to match the required berm elevation at all roadway entrances, as per the Water Control Section of DERM.
5. A Class II Permit issued by DERM must be obtained before construction of the proposed surface water management system, or final plat approval, as per the Water Control Section of DERM
6. This Permit is good for a period of two (2) years. As provided by Section 24-48.9(2)(b) of the Code of Miami-Dade County, Florida, the permit holder shall submit a written request for an extension of time from the Miami-Dade County Department of Environmental Resource Management (DERM) at least thirty (30) days prior to the expiration date of this permit. Applications for extensions of time must be filed in accordance with Section 24-48.9(2)(b) of the Code or they will be returned to the Permittee.
7. Any deviation from the approved plans for this project shall be submitted in writing to, and approved by, DERM prior to the commencement of this project. The contractor and the Permittee shall take whatever remedial action is necessary to bring the project into compliance with the Permit Conditions and approved plans upon determination by DERM that the project is not in compliance with such.

## **GENERAL CONDITIONS**

1. The fill material shall consist of clean fill (soil, rock, sand, marl, clay, stone and concrete rubble). No trash, garbage, wood, asphalt, roofing materials, tires, metals, cleared vegetation, building debris, or similar materials are allowed to be used as fill. Evidence that improper fill material has been used shall result in the initiation of enforcement action by DERM against the Permittee. Failure of the Permittee to cease and desist the improper fill violation after receiving written Notice by DERM or to fully correct the violation within the time frames specified by DERM's written Notice may result in the revocation of this permit.
2. The Permittee must comply with the terms and conditions of this permit. The Permittee is not relieved of this requirement if the permitted activity is abandoned. However, the Permittee may make a good-faith transfer in compliance with General Condition 6 below.
3. The Permittee shall comply with the provisions of Chapter 16A of the Code to preserve known and potential archeological resources in the area that are subject to this permit.
4. It is a violation of the Code to perform any work authorized pursuant to this Permit if the Permittee(s) sell or otherwise transfer ownership of the property unless DERM has approved an Application for Transfer. An Application for Transfer may be filed with DERM at any time prior to the transfer of property ownership and, for a limited time, after the transfer of property ownership and must be signed by both the proposed transferee and transferor. Applications for Transfer shall be filed in the form prescribed by DERM and shall not be processed if the filed Application for Transfer is not fully complete in all respects pursuant to Section 24-48.18 of the Code within 120 days of the date of transfer of property ownership. In addition to the aforementioned requirements, an Application for Transfer of this Permit shall be filed with DERM not later than 90 days prior to the expiration date of this Permit, and the project shall be in compliance with all the restrictions, limitations, and conditions of this Permit and any related covenants at the time of submittal of the Application for Transfer and continuously throughout the time period during which the application is being processed.
5. The Permittee must allow DERM representatives to inspect the authorized activity during normal business hours to ensure that the work authorized through this permit is being, or has been, accomplished in accordance with the terms and conditions of this permit.
6. All of the plans and documents referenced on page 1 of this permit are a part of the conditions of this permit. In case of conflict between any of these approved plans, between these plans and any condition of this permit, a determination as to which plan or condition will be followed will be made by DERM. However, this condition shall not be used to limit the Department's ability to enforce the provisions of Chapter 24 of the Code.
7. This permit only authorizes the work described in page 1 under PROPOSED WORK. Any additional work in, on, over or upon wetlands at, near or in the vicinity of the subject property shall require additional Class IV Wetland Permit approval.
8. DERM shall be notified no later than forty-eight (48) hours and no earlier than five (5) days prior to the commencement of the work authorized by this permit, unless otherwise noted herein. The Permittee and/or contractor may notify DERM by calling (305) 372-6585 or by submitting the attached Notice of Commencement of Construction via hand delivery, U.S. Mail, or facsimile at (305) 372-6479.
9. No soil, vehicles or heavy equipment, fill, building materials, construction debris, dead vegetation, waste or any other materials shall be placed, stored, or deposited in any undisturbed, un-permitted wetland areas on or adjacent to the subject property permitted by this Class IV Wetland Permit. All construction personnel shall be shown the location(s) of all wetland areas outside of the permitted work area to prevent encroachment from heavy equipment into these areas.

10. All contractors performing work authorized by this permit shall hold an applicable certificate of competency and shall be licensed in Miami-Dade County and/or the State of Florida.
11. The subject property is located in an area subject to frequent and regular flooding. The Permittee is advised that, at this time, Miami-Dade County has no plans to provide additional flood protection or drainage in this area. The issuance of this Class IV Wetland Permit authorizes the Permittee to undertake work in, on or upon wetlands on the project site, but it does not constitute an acknowledgment that the project will comply with the regulatory requirements for flood protection established by Miami-Dade County through the issuance of a Class II Permit or by the South Florida Water Management District through the issuance of a Management and Storage of Surface Water Construction Permit.
12. Turbidity controls (such as, but not limited to, turbidity curtains) shall be implemented whenever visible plumes are present to ensure compliance with the water quality standards stipulated in Section 24-42 (3), of the Code of Miami-Dade County. Turbidity controls shall be employed and maintained in the most effective manner possible to prevent turbidity from extending beyond the control mechanism in place.
13. Turbidity may not exceed twenty-nine (29) Nephelometric Turbidity Units (NTU's) above background within adjacent wetlands or surrounding surface waters. If the turbidity levels exceed the above standard, all construction shall stop and additional turbidity controls shall be implemented. Work shall not resume until the contractor has implemented adequate turbidity control methods and has received authorization from DERM to recommence work. At DERM's discretion, turbidity samples may be required and shall be collected in accordance with Section 24-44.2(3), of the Code of Miami-Dade County, or as specified by DERM, and the results sent directly to the DERM Project Manager on a weekly basis.
14. The Permittee shall not plant any of the following listed exotic species or any of the species found within the Florida Exotic Pest Plant Council's (FLEPPC) Category 1 and Category 2 list of invasive exotic plants in or on the permitted area. If any of the following listed exotic species currently exist on the permitted area, the Permittee shall remove them prior to development or within sixty (60) days of the issuance of this Permit, whichever is less, in accordance with methods approved by DERM. In addition, their sale, propagation, planting, importation or transportation is prohibited.

- |  |   |
|--|---|
| <b>A.</b> Melaleuca quinquenervia (Punk Tree)              | <b>R.</b> Ficus microcarpa (laurel fig)         |
| <b>B.</b> Casuarina spp. (Australian Pines)                | <b>S.</b> Flacourtia indica (governor's plum)   |
| <b>C.</b> Schinus terebinthifolius (Brazilian Pepper)      | <b>T.</b> Hibiscus tiliaceus (mahoe)            |
| <b>D.</b> Bischofia javanica (Bishopwood)                  | <b>U.</b> Dalbergia sisoo (sissoo)              |
| <b>E.</b> Ricinus communis (Castor Bean)                   | <b>V.</b> Colubrina asiatica (lather leaf)      |
| <b>F.</b> Ardisia elliptica (humilis) (Shoebuttan Ardisia) | <b>W.</b> Leucaena leucocephala (lead tree)     |
| <b>G.</b> Cestrum diurnum (Day Jasmine)                    | <b>X.</b> Mimosa pigra (catclaw mimosa)         |
| <b>H.</b> Cupanopsis anacardioides (Carrotwood)            | <b>Y.</b> Merremia tuberosa (wood rose)         |
| <b>I.</b> Acacia auriculiformis (earleaf acacia)           | <b>Z.</b> Neyraudia reynaudiana (cane grass)    |
| <b>J.</b> Adenantha pavonia (red sandalwood)               | <b>AA.</b> Schefflera actinophylla (schefflera) |
| <b>K.</b> Albizia lebeck (woman's tongue)                  | <b>BB.</b> Solanum viarum (tropical soda apple) |
| <b>L.</b> Jasminum fluminense (jasmine)                    | <b>CC.</b> Thespesia populnea (seaside mahoe)   |
| <b>M.</b> Jasminum dichotomum (gold coast jasmine)         |   |
| <b>N.</b> Ficus altissima (banyan tree)                    |   |
| <b>O.</b> Ficus bengalensis                                |   |
| <b>P.</b> Ficus benjamina (weeping fig)                    |   |
| <b>Q.</b> Ficus elastica (Indian rubber tree)              |   |

15. This Permit does not authorize residential use of the property or the placement of a trailer on the property. Separate approval from the Miami-Dade County Department of Planning and Zoning, (305) 375-2500, is required for these uses.

16. This permit does not authorize any person to construct, operate or maintain an on-site domestic well system and other water supply wells.
17. No structure requiring the installation of a septic tank shall be placed on the subject property unless authorized in writing by the Environmental Quality Control Board and the State of Florida Department of Health at (305) 623-3574.
18. Should any other regulatory agency require modifications to the permitted area, the Permittee shall notify DERM in writing of the changes prior to implementation so that a determination can be made as to whether a permit modification is required.
19. The Permittee shall immediately notify DERM in writing of any previously submitted information that is later discovered to be inaccurate.
20. This Class IV Permit does not authorize any dewatering activities on the subject property. A separate Class V Permit from the Miami-Dade County DERM Water Control Section, (305)372-6681, is required for this activity.
21. Failure to comply with the General or Special Conditions contained in this Class IV Wetland Permit may result in revocation of the Permit.

**DEPARTMENT OF ENVIRONMENTAL  
RESOURCES MANAGEMENT  
701 NW 1<sup>st</sup> Court, 6<sup>th</sup> Floor  
Miami, Florida 33136  
Phone: 305-372-6585 Fax: 305-372-6479**

**NOTICE OF COMMENCEMENT OF CONSTRUCTION**

**PERMIT NO.:** FW10-029 \_\_\_\_\_

**PERMITTEE'S NAME:** Southern Commerce Park at Doral \_\_\_\_\_

**PROJECT LOCATION:** NW 60<sup>th</sup> St and NW 98<sup>th</sup> Ave \_\_\_\_\_

**PERMIT ISSUANCE DATE:** \_\_\_\_\_

**DATE OF COMMENCEMENT:** \_\_\_\_\_

**ANTICIPATED DATE OF COMPLETION:** \_\_\_\_\_

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT "E"**

**The City Property**

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

## POST CLOSING AGREEMENT

THIS POST CLOSING AGREEMENT (this "Agreement") is executed as of March 10<sup>th</sup>, 2011, by and between SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company ("Seller"), and THE CITY OF DORAL, a Florida municipal corporation ("Buyer"), and is joined in by STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

### Recitals:

- A. Seller and Buyer entered into that certain Contract for Purchase and Sale dated as of July 6, 2010 (as amended, the "Contract") for the purchase and sale of that certain property located in Miami-Dade County, Florida, more particularly described in the Contract (the "Property").
- B. Buyer and Seller have agreed to close the transaction contemplated by the Contract on the date hereof (the "Closing").
- C. Buyer and Seller desire to enter into this Agreement for the purpose of confirming their understandings with respect to certain matters that cannot be completed prior to the Closing.

NOW THEREFORE, in consideration of \$10.00 in hand paid, the covenants set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which the parties hereto hereby acknowledge, they agree as follows:

1. Recitals. The recitals set forth above are incorporated into this Agreement as if fully set forth herein.
2. Payment of 2010 Real Estate Taxes.
  - a. The Property is a portion of Folio No. 35-3017-001-0610 (the "Tract 60"). The parties hereby acknowledge that Seller is currently appealing the 2010 real estate tax bill (the "Tax Appeal") for all of Tract 60. Notwithstanding that the Tax Appeal is currently pending, the parties have agreed to pay the entire 2010 real estate tax bill for Tract 60 at Closing.
  - b. Seller shall continue to prosecute and have full control over the prosecution of the Tax Appeal, provided Seller shall keep Buyer reasonably informed as to the status thereof, and Buyer shall cooperate with Seller (including, without limitation, the prompt execution and delivery of any consent, joinder, authorization or other document reasonable requested by Seller) at no cost or expense to Buyer in Seller's prosecution of the Tax Appeal. Seller makes no representation or warranty to Buyer that the Tax Appeal will be successful, or if successful, the amount of any reduction in real estate taxes or refund to be issued in connection therewith; and Seller shall not be liable to Buyer in anyway whatsoever if the Tax Appeal is unsuccessful or results in a minimal reduction or refund.
  - c. If the Tax Appeal results in the issuance of any refund (including interest thereon) for the overpayment of 2010 real estate taxes for Tract 60, then the parties shall equally share any "Net Amount" (as hereinafter defined) actually received by Seller. For the purposes of this Agreement, the term "Net Amount" shall mean the actual amount of any refund (including interest thereon) for the overpayment of 2010 real estate taxes for Tract 60 actually received by



Seller, less all reasonable fees, costs and expenses actually incurred by Seller in the filing and prosecuting the Tax Appeal and in collecting the refund for the overpayment of 2010 real estate taxes for Tract 60 (including, without limitation, filing fees and attorneys' fees and costs).

- d. If the Tax Appeal results in the issuance of any refund (including interest thereon) for the overpayment of 2010 real estate taxes for Tract 60 and the refund check is made payable to Seller, then the party receiving such check shall promptly notify the other of such receipt, promptly deliver the check to Seller and, Seller shall remit Buyer's share of the Net Amount, together with an calculation of such amount, to Buyer within ten (10) days after receipt thereof by check made payable to Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. Trust Account.
  - e. If the Tax Appeal results in the issuance of any refund (including interest thereon) for the overpayment of 2010 real estate taxes for Tract 60 and the refund check is made payable to any party other than Seller, or to Seller and any other party as co-payees, then the party receiving such check shall promptly notify the other of such receipt and deliver the check to Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. The payee or co-payees shall then endorse the check to Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. and, within ten (10) days after Seller delivers a calculation of the Net Amount to Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. shall remit Buyer's share of the Net Amount to Buyer and Seller's share of the Net Amount to Seller.
  - f. Seller and Buyer, each, shall and hereby does indemnify and hold the other harmless against any and all loss, damage or expense (including, but not limited to, the reasonable attorneys fees) incurred by Seller or Buyer as a result of the Seller's or Buyer's failure to endorse any check or pay any amount as provided herein if the Tax Appeal results in the issuance of any refund (including interest thereon) for the overpayment of 2010 real estate taxes for Tract 60.
3. Separate Tax Folio Number. Buyer and Seller will cooperate in pursuit of obtaining a unique tax folio or tax identification number for the Property, which tax folio or tax identification number will include no other property other than the Property. Buyer shall apply for such separate folio number promptly after the Closing.
  4. Entire Agreement. This Agreement represents the entire understanding of the parties with respect to the subject matters hereof and merges all prior negotiations and agreements concerning such subject matters.
  5. Amendments. All amendments hereto must be in writing and signed by all parties.
  6. Binding Effect; Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon all parties hereto and their respective successors and assigns.
  7. Counterparts. This Agreement may be executed in multiple counterparts (including by facsimile transmission or by electronic email in portable document format (PDF)), each of which will be deemed an original, and it is understood and agreed that this Agreement shall be binding upon the parties upon completion of execution by both parties and delivery of fully executed counterparts to each.
  8. Time for Performing. Time is of the essence of each and every provision in this Agreement.



9. Notices. All notices, demands, offers, elections or other communications required or permitted by this Agreement shall be in writing and shall be given in accordance with the terms and provisions of the Contract.
10. Severability. If any provision of this Agreement shall be declared invalid or unenforceable under applicable law, then the performance of such portion shall be excused to the extent of such invalidity or unenforceability, but the remainder of this Agreement shall remain in full force and effect; provided, however, that if the excused performance of such unenforceable provision shall materially adversely affect the interest of either party, the party so affected shall have the right to terminate this Agreement by written notice thereof to the other party, whereupon this Agreement shall become null and void.
11. Attorney's Fees. If any dispute shall arise between the parties hereto with respect to this Agreement, the prevailing party in any related litigation shall be reimbursed by the other for all reasonable costs actually incurred as a result of said dispute, including reasonable attorneys' and paralegal's fees at both the trial and appellate levels.
12. No Third Party Beneficiaries. It is hereby agreed that no person or entity other than those named herein, or their successors or permitted assigns shall have any claim, right, title or interest to or in any amounts by virtue of this Agreement.
13. Governing Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of Florida. All actions or causes arising out of or in connection with this Agreement shall be brought in Miami-Dade County, Florida.
14. Cumulative Remedies. Each right, power, and remedy provided for herein or now or hereafter existing at law, in equity, or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, or otherwise. The exercise by any party of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers, or remedies.
15. Advice of Counsel. Each of the parties hereto acknowledges that: a. they have been represented by independent counsel in connection with this Agreement; b. they have executed this Agreement with the advice of such counsel; and c. this Agreement is the result of negotiations between the parties hereto with the advice and assistance of their respective counsel.
16. Assignment. This Agreement may not be assigned, in whole or in part, by any party without the consent of all of the other parties hereto (which consent may be withheld by each party in its sole discretion), and any attempted assignment in violation of this Section shall be null and void *ab initio*. Any change in control of a party shall constitute an assignment in contravention of the foregoing. Subject to, and without limiting the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, each party may assign any or all of its interests in this Agreement to one or more affiliates.
17. Captions. The captions and headings in this Agreement are provided for convenience only and shall not be construed to limit or modify any terms or conditions of this Agreement. All section references shall refer to sections of this Agreement, unless expressly specified otherwise.

[Signatures follow on separate pages.]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day first written above.

SELLER:

SOUTHERN COMMERCE PARK AT DORAL,  
LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a Florida  
corporation its manager

By: \_\_\_\_\_  
Hector Garcia  
Chief Executive Officer

|

*Executions continued on following page.*

BUYER:

THE CITY OF DORAL, a Florida municipal corporation

By: Yvonne Soler-McKinley  
Yvonne Soler-McKinley, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL.

By: [Signature]  
City Attorney  
Jimmy Morales  
Print Name

*Executions continued on following page.*

The undersigned hereby joins in this Agreement and, by doing so, hereby acknowledges its duties and obligations under the terms and provisions hereof and hereby agrees to be bound by and to perform such duties and obligation in accordance with such terms and provisions.

Stearns Weaver Miller Weissler Alhadeff & Sitterson,  
P.A.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

The undersigned hereby joins in this Agreement solely with respect to its duties and obligations set forth in Section 2(e).

Stearns Weaver Miller Weissler Alhadeff & Sitterson,  
P.A.

By:   
Name: MANNA ROSS  
Title: Shareholder

**CLOSING STATEMENT**

Seller: Southern Commerce Park at Doral, LLC, a Florida limited liability company

Buyer: The City of Doral, a Florida Municipal Corporation

Property: A portion of Tract 60 of Florida Fruit Lands Company's Subdivision 1  
Section 17, Township 53 South, Range 40  
Containing 217,412 square feet, 4.99 acres, more or less

Closing Date: March 10, 2011

	<u>CREDITS TO BUYER</u>	<u>CREDITS TO SELLER</u>
Purchase Price:		2,750,000.00
Seller Share of Mitigation Credit		<u>174,712.12</u>
Initial Deposit	25,000.00	
Second Depsoit	550,000.00	
Mitigation Credit Escrow	<u>349,424.24</u>	
Total Credits - Seller		2,924,712.12
<b>Total Credits Buyer</b>	924,424.24	
<b>Cash to Close from Buyer</b>	<u>2,000,287.88</u>	
Total	<u>2,924,712.12</u>	

**BUYER'S EXPENSES**

**Recording Fees:**

Deed (3 pages)	27.00
Memorandum of Agreement (5 pages)	44.00
Termination of Memorandum of Contract (1/2 to be split with Seller)	17.75

**Title Fees:**

Owner's Policy Premium	9,450.00	
Form 9.1 Endorsement	945.00	
Survey Endorsement	<u>100.00</u>	10,495.00
Abramowitz Tax & Lien Service		137.00
2010 Real Estate Taxes		11,192.33
See Note 1 for pro-ration schedule		
Hadonne Land Surveyors		<u>300.00</u>
Total Expenses of Buyer		22,213.08
PLUS Cash to Close from Buyer		<u>2,000,287.88</u>
<b>TOTAL CASH DUE FROM BUYER</b>		<u>2,022,500.96</u>

**SELLER'S EXPENSES**

**Recording Fees:**

Documentary Stamps	16,500.00	
Surtax on Deed	<u>12,375.00</u>	28,875.00

Company Affidavit (3 pages)		27.00
Termination/Memo of Contract (1/2 to be split with Buyer)		17.75

**Title Fees:**

Title Commitment Search and Exam Fee		400.00
---	--	--------

**Property Taxes:**

2009 Taxes		63,101.94
2010 Taxes		55,778.16

**Broker Fees:**

G.A. Properties Realty, Inc.		110,000.00
Scheitelman Law, P.A.		<u>17,500.00</u>
<b>TOTAL EXPENSES OF SELLER:</b>		<b>275,699.85</b>

**RECONCILIATION OF SELLER'S NET CASH**

Cash to Close from Buyer		2,000,287.88
Plus Deposit		575,000.00
Plus Buyer's Share of Mitigation Credit		174,712.12
Plus Seller's Share of Mitigation Credit		<u>174,712.12</u>
		2,924,712.12
Less Seller's Expenses		<u>275,699.85</u>
<b>NET CASH TO SELLER</b>		<b>2,649,012.27</b>



NOTES TO CLOSING STATEMENT:

- 1 Pursuant to Section 14.1.6 of the Contract for Purchase and Sale, as amended the Real Estate Tax proration is calculated as of August 31, 2010, regardless of closing date.

Total Tax Owing:	66,970.49	66,970.49
50% for proration base	33,485.25	
Per diem	91.74	
Seller @ 243 days (1/1-8/31/2010)	22,292.92	
Buyer @122 days (9/1-12/31/2010)	11,192.33	33,485.25
Remaining 2010 taxes due from Seller	33,485.25	
Plus pro-rated amount	22,292.92	
Total taxes due from Seller		55,778.16
Plus Buyer Pro-rated amount		11,192.33
Total Taxes Due		66,970.49

- 2 Buyer and Seller acknowledge that each has reviewed all of the entries on this Closing Statement and each confirm that all entries thereon are true and correct. Buyer and Seller authorize Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., to disburse the closing funds in accordance with the Closing Statement.
- 3 Fascimile or pdf copies of this Closing Statement and signatures shall be binding as originals. This Closing Statement may be executed in counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

EXECUTIONS APPEAR ON FOLLOWING PAGES.



SELLER:

SOUTHERN COMMERCE PARK AT  
DORAL, LLC, a Florida limited liability company

By: Southern Homes of Broward, Inc., a  
Florida corporation, its manager

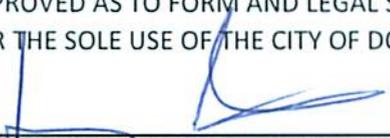
By: \_\_\_\_\_  
Hector Garcia, Chief Executive Officer

BUYER:

THE CITY OF DORAL, a Florida municipal corporation

By:   
Yvonne Soler-McKinley, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE SOLE USE OF THE CITY OF DORAL.



CITY ATTORNEY



Print Name

WIRE INSTRUCTIONS

**STEARNS WEAVER MILLER  
WEISSLER ALHADEFF & SITTERSON, P.A.**

Wachovia Bank  
200 S. Biscayne Boulevard, 11th Floor  
Miami, FL 33131  
ABA | 63000021  
Account No. 2189-60000-40318  
Account Name: Stearns Weaver Miller, et al. Trust Account  
Cont. Amy Cid  
Telephone: 305.789.4984

**SOUTHERN COMMERCE PARK AT DORAL, LLC**

Wachovia Bank  
Jacksonville, Florida  
ABA No. 063000021  
Credi Southern Commerce Park at Doral, LLC  
12895 SW 132 Street, Suite 200  
Miami, FL 33186  
Account No. 2000060293088

**GA PROPERTY REALTY, INC.**

Wachovia Bank  
Jacksonville, Florida  
ABA No. 063000021  
Credi GA Properties Realty, Inc.  
12895 SW 132 Street, Suite 200  
Miami, FL 33186  
Account No. 200000300133

**Sheitelman Law**



**BROKER'S RECEIPT AND RELEASE**

The undersigned broker, G.A. PROPERTIES REALTY, INC. (the "Broker"), hereby acknowledges that upon its receipt of the total and aggregate amount of ONE HUNDRED TEN THOUSAND AND NO/100 (\$110,000.00) DOLLARS (the "Commission") as full and final payment in satisfaction of any and all commissions, fees and other payments due it in connection with the purchase and sale of the following real property (the "Property")

The East ½ of Tract 60 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida; said property being situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

pursuant to the terms and provisions of that certain Contract for Purchase and Sale of Real Property [a portion of Tract 60, Section 17 - Doral, Florida] having an Effective Date of July 6, 2010, between SOUTHERN COMMERCE PARK AT DORAL, LLC, a Florida limited liability company, as "Seller", and CITY OF DORAL, a Florida municipal corporation, as "Buyer" (as the same has been amended and reinstated from time to time, the "Contract"). Broker, upon its receipt of the Commission, forever releases and discharges Seller, Purchaser and the Property from any and all liens, claims, charges, suits, causes of action and/or demands for any commission, fee or other payment whatsoever relating to, arising from or in connection with the Contract and/or the purchase and sale of the Property thereunder.

Executed as of the 8<sup>th</sup> day of March, 2011.

G.A. PROPERTIES REALTY, INC.

By: \_\_\_\_\_  
Name: Gerardo S. Aguirre  
Title: President - Broker  
Date: 3/8/2011

## TITLE AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Hector Garcia (the "Affiant"), the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who being by me first duly sworn, deposes and says as follows:

1. Affiant is the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation (the "Manager"), the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company (the "Company"), and as such, Affiant has personal knowledge of all facts and matters stated herein.

2. The Company is the owner of that certain real property located in Miami-Dade County, Florida (the "Property") more particularly described in Chicago Title Insurance Company (the "Title Company") title commitment order number 3197218, as revised (the "Commitment"), having an effective date as of February 15, 2011 at 11:00 PM (the "Effective Date").

3. To inform The City of Doral, a Florida municipal corporation (the "City"), that withholding of tax is not required under Section 1445 of the Internal Revenue Code upon the Company's sale of the Property (a U.S. real property interest) to the City, Affiant hereby states the following on behalf of the Company:

(a) The Company is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

(b) The Company is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations;

(c) The Company's U.S. employer identification number is 20-2347045; and

(d) The Company's office address is 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186.

4. There have been no improvements, repairs or renovations made to or upon the Property within the past 90 days by or under the Company for which there remain any outstanding and unpaid bills for labor, services, materials and/or supplies for which a lien can be claimed by anyone; and, all persons who have performed or provided any labor, services, materials or supplies to, for or upon the Property by or under the Company within the past 90 days have been or will be paid in full.

5. The Company has not entered into any written or oral lease, license or other use or occupancy agreement granting any third person any right to lease, license, use, occupy or possess the Property or any part thereof and, except as set forth in the Commitment or which might be disclosed by the survey of the Property under Job. No. 09091, prepared by Hadonne Corp., Professional Land Surveyors and Mappers, dated as of October 5, 2009 and recertified on August 2, 2010: (i) the Company is in sole and exclusive possession of the Property; (ii) no person or entity other than the Company has any right or lawful claim to use, occupy or possess the Property; and (iii) no person or entity is claiming any right to use, occupy or possess the Property.

6. There are no matters pending against the Company which could give rise to a lien that would attach to the Property subsequent to the Effective Date of the Commitment through the date on which the instrument conveying the interest being insured under the Commitment (the "Special Warranty Deed") is recorded in the Public Records of Miami-Dade County, Florida; and, Affiant will not record nor

allow the Company to record any instrument in the Public Records of Miami-Dade County, Florida adversely affecting title to the Property after the Effective Date of the Commitment and before the Special Warranty Deed is recorded in the Public Records of Miami-Dade County, Florida.

7. This instrument is given for the express purpose of inducing Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. (the "Title Agent"), as agent for the Title Company, to issue a title insurance policy pursuant to the Commitment. The Company shall indemnify, defend and hold Title Agent and Title Company harmless from and against any claims, causes of action, losses, damages, fees, costs and expenses (including reasonable attorneys' fees and court costs through all trial and appellate levels and proceedings) incurred by either of them on account of their reliance on any untrue statement made herein by Affiant.

8. Affiant has read the full facts of this Affidavit and understands its contents. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

EXECUTED BY AFFIANT as of the 8 day of March, 2011.

AFFIANT:  


Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company

SWORN AND SUBSCRIBED TO BEFORE ME this 8<sup>th</sup> day of March, 2011, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who is personally known to me or has produced N/A as identification.

[NOTARIAL SEAL]

  
\_\_\_\_\_  
Notary Public, State of Florida  
Maria Victoria Nieves  
\_\_\_\_\_  
Printed Name



**AFFIDAVIT OF NO CHANGE TO GOVERNING DOCUMENTS**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Hector Garcia (the "Affiant"), the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who being by me first duly sworn, deposes and says as follows:

1. Affiant is the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation (the "Manager"), the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company (the "Company"), and as such, Affiant has personal knowledge of all facts and matters stated herein.
2. There has been no change to the Articles of Organization for the Company as attached as Attachment "1" to that certain Affidavit of Governing Documents executed as of December 1, 2010 and previously delivered to The City of Doral, a Florida municipal corporation (the "Affidavit of Governing Documents").
3. There has been no change to those pages of the Operating Agreement for the Company as attached as Attachment "2" to the Affidavit of Governing Documents.
4. There has been no change to the Articles of Incorporation for the Manager as attached as Attachment "3" to the Affidavit of Governing Documents.
5. There has been no change to the Bylaws of the Manager as attached as Attachment "4" to the Affidavit of Governing Documents.
6. Affiant has read the full facts of this Affidavit and understands its contents. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

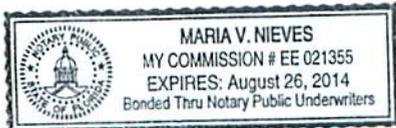
EXECUTED BY AFFIANT as of the 8 day of March, 2011.

AFFIANT:

\_\_\_\_\_  
Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company

SWORN AND SUBSCRIBED TO BEFORE ME this 8<sup>th</sup> day of March, 2011, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who is personally known to me or has produced N/A as identification.

[NOTARIAL SEAL]



Maria V. Nieves  
Notary Public, State of Florida

Maria Victoria Nieves  
Printed Name

**AFFIDAVIT OF GOVERNING DOCUMENTS**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared, Hector Garcia (the "Affiant"), the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who being by me first duly sworn, deposes and says as follows:

1. Affiant is the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation (the "Manager"), the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company (the "Company"), and as such, Affiant has personal knowledge of all facts and matters stated herein.

2. Attached hereto as Attachment "1" is a true and complete copy of the Articles of Organization for the Company.

3. Attached hereto as Attachment "2" are true and correct copies of those pages of the Operating Agreement for the Company which set forth the purpose of the Company, the management of the Company being vested in a manager, the powers of the manager, the names of the members of the Company and the voting rights of members of the Company.

4. Attached hereto as Attachment "3" is a true and complete copy of the Articles of Incorporation for the Manager.

5. Attached hereto as Attachment "4" is a true and complete copy of the Bylaws of the Manager.

6. Affiant has read the full facts of this Affidavit and understands its contents. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

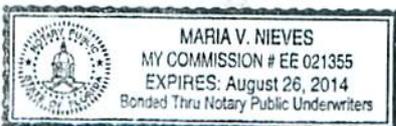
EXECUTED BY AFFIANT as of the 1 day of December, 2010.

AFFIANT:

Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company

SWORN AND SUBSCRIBED TO BEFORE ME this 1 day of December, 2010, by Hector Garcia, the chief executive officer of Southern Homes of Broward, Inc., a Florida corporation, the Manager of Southern Commerce Park at Doral, LLC, a Florida limited liability company, who is personally known to me or has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]



Maria Victoria Nieves  
Notary Public, State of Florida

Maria Victoria Nieves  
Printed Name

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L05000016364  
FILED 8:00 AM  
February 17, 2005  
Sec. Of State  
mthomas

**Article I**

The name of the Limited Liability Company is:  
SOUTHERN COMMERCE PARK AT DORAL, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:  
12900 SW 128 STREET  
SUITE 100  
MIAMI, FL. 33186

The mailing address of the Limited Liability Company is:  
12900 SW 128 STREET  
SUITE 100  
MIAMI, FL. 33186

**Article III**

The purpose for which this Limited Liability Company is organized is:  
ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The name and Florida street address of the registered agent is:  
WILLIAM GARCIA  
12900 SW 128 STREET  
SUITE 200  
MIAMI, FL. 33186

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: WILLIAM GARCIA

**Article V**

The name and address of managing members/managers are:

Title: MGR  
SOUTHERN HOMES OF BROWARD, INC.  
12900 SW 128 ST, SUITE 100  
MIAMI, FL. 33186

L05000016364  
FILED 8:00 AM  
February 17, 2005  
Sec. Of State  
mthomas

**Article VI**

The effective date for this Limited Liability Company shall be:

02/17/2005

Signature of member or an authorized representative of a member

Signature: HECTOR GARCIA

---

---

**LIMITED LIABILITY COMPANY**

**OPERATING AGREEMENT**

**FOR**

**SOUTHERN COMMERCE PARK AT DORAL, LLC,**

**A FLORIDA LIMITED LIABILITY COMPANY**

---

---

## OPERATING AGREEMENT

This Operating Agreement (the "Agreement") is made and adopted as of the Effective Date of February \_\_\_ 2005, by **SOUTHERN COMMERCE PARK AT DORAL, LLC.**, a Florida limited liability company (hereinafter referred to as "Southern"), and those parties identified on the Schedule of members attached hereto and made a part hereof as **Exhibit "A"** (hereinafter collectively with Southern referred to as the "Members").

In consideration of the mutual promises made and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE I DEFINITIONS

1.1 **Definitions.** The following terms shall have the following meanings when used herein:

**"Act"** - The Florida Limited Liability Company Act, **Sections 608.401-608.514**, of the Florida Statutes, as amended from time to time.

**"Additional Capital Contributions"** - Additional funds contributed by Members as may become necessary as discussed in **Article IV Section 4.2**.

**"Adjusted Capital Account Deficit"** - With respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amount which such Member is obligated to restore pursuant to **Treasury Regulations §1.704-2(g)(1) and 1.704-2(i)(5)**; and

(ii) Debit to such Capital Account the items described in **Treasury Regulations §1.704-1(b)(2)(ii)(d)(4), (5) and (6)**.

**"Adjusted Capital Contribution(s)"** - As of any day, a Member's Capital Contributions plus Additional Capital Contributions adjusted as follows:

(i) increased by the amount of any Company liabilities which, in connection with distributions are assumed by such Member or are secured by any Company Property distributed to such Member;

(ii) reduced by the amount of cash and the Gross Asset Value of any Company Property distributed to such Member, and the amount of any liabilities of such Member assumed by the Company which are secured by any property contributed by such Member to the Company.

will not be taken into account in computing Profits or Losses.

**"Pro Forma Statements"** - The performance assumptions prepared by **SOUTHERN**.

**"Services"** - Acquiring land, planning, developing, marketing, selling and constructing residential units at the Development.

**"Treasury Regulations"** - The final and temporary (but not proposed) Income Tax Regulations promulgated under the Code, as such Treasury Regulations may be amended from time to time (including corresponding provisions of succeeding Treasury Regulations).

**"Unrecovered Capital"** - With respect to a Member, an amount, determined for each day of a particular Fiscal Year, equal to the aggregate of all Capital Contributions and Additional Capital Contributions made by such Member and reduced by all distributions made to such Member on or before such day (excluding, however, payments of principal and interest on Member Loans).

1.2 **Construction.** Whenever the context requires, the gender of all words used in this Agreement will include the masculine, feminine and neuter. Unless otherwise specified, all references to Articles and Sections refer to articles and sections of this Agreement, and all references to Exhibits are to Exhibits attached hereto, each of which is made a part hereof for all purposes. The captions contained herein are solely for the convenience of the parties and will not constitute a part of the substance, intent or terms of this Agreement, nor will such captions be considered in the construction of this Agreement. To the extent not otherwise provided in this Agreement, the rights, duties and relations of the Members and Manager will be controlled by the laws of the State of Florida, including the Act.

## **ARTICLE II** **FORMATION, PURPOSES, FORM AND PROPERTY**

### 2.1 **Formation.**

2.1.1 This Company has been created pursuant to the laws of the State of Florida and the Act. However, other than where the Act expressly provides that it supersedes any provision contained in this Agreement, the terms of this Agreement will apply.

2.1.2 The Company will be managed by **one** Manager.

2.2 **Name.** The name of the Company is **"SOUTHERN COMMERCE PARK AT DORAL, LLC"**.

2.3 **Purposes.** The purposes of the Company are to acquire, plan, develop, construct, market, sell or lease commercial office buildings, and to do all things necessary, advisable and expedient in connection with, or incidental to, such activities.

occurs, was the owner of the Company Interest. The Manager and the Company will incur no liability for making allocations and distributions in accordance with the provisions of this **Section 6.3**, whether or not the Manager or the Company has knowledge of any Disposition of Company Interest.

**6.4 Amounts Withheld.** All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution or allocation to the Company or the Members will be treated as amounts distributed to the Members pursuant to this **Article VI** for all purposes under this Agreement. The Manager is authorized to withhold from distributions, or with respect to allocations, to the Members and to pay over to any federal, state or local government any amounts required to be so withheld pursuant to the Code or any provision of any other federal, state or local law, and will allocate such amounts to the Members with respect to which such amount was withheld.

## **ARTICLE VII** **MEMBERS**

**7.1 Members' Company Interests.** The Company will not issue certificates evidencing the ownership of Company Interests, nor will it maintain a register of certificates. Notwithstanding anything to the contrary herein, for voting purposes only, Member Southern Builders of South Florida, Inc., shall control the voting rights and be entitled to vote fifty one percent (51%) of the voting rights and/or percentage interests of all Members on any decisions to be made by the Members herein. The remaining voting rights shall be proportionately allocated to the remaining Members.

### **7.2 Actions by Members.**

**7.2.1** The Members will hold an annual meeting at the time and place designated by the Manager but no later than **one hundred and twenty (120)** days after the close of the Company's Fiscal Year.

**7.2.2** Special meetings of the Members will be held when directed by the Manager, or when requested by Notice from the holders of not less than **sixty (60%)** of all Percentage Interests entitled to vote at the meeting.

**7.2.3** Meetings of Members will be held within the State of Florida.

**7.2.4** Notice of a meeting of Members must state the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, and such Notice must be delivered to each Member not less than **ten (10)** nor more than **sixty (60)** days before the meeting.

**7.2.5** When a meeting is adjourned to another time or place, it will not be necessary to give any Notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the

original date of the meeting. If, however, after the adjournment the Manager fixes a new date for the adjourned meeting, a Notice of the adjourned meeting must be given to each Member.

7.2.6 Each of the voting Member(s) will be entitled at each meeting, and upon each proposal presented at a meeting of Members, to vote in person or by proxy. Every proxy must be signed by the Member, and no proxy will be valid after the expiration of **eleven (11)** months from the date thereof unless otherwise provided in the proxy. Every proxy will be revocable at the pleasure of the Member executing it. The authority of the holder of a proxy to act will not be revoked by the incompetence or death of the Member (if such Member is a natural person) who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death shall have been received by the Company. If expressly provided in a proxy, a proxy holder may appoint in writing a substitute to act in its place.

7.2.7 Any action required or permitted by law or this Agreement to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall have been signed by Members owning not less than the Percentage Interests that would have been necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Within **ten (10)** days after obtaining such authorization by written consent, the Manager will give Notice to those Members who have not consented in writing. The Notice will fairly summarize the material features of the authorized action.

## **ARTICLE VIII** **MANAGEMENT**

### **8.1 Rights, Powers and Duties of the Manager.**

The overall management and control of all aspects of the business affairs of the Company shall be vested exclusively in the Manager. The Manager shall have all the rights and powers of a Manager as provided by law, and as provided by the Management Agreement. Each Member, by their execution hereof, does hereby acknowledge and agree that the Manager may be an affiliate of, or related to, **Southern**, and that certain contractual relationships may be entered into by the Manager on behalf of the Company with parties which may be affiliates of, with or related to **Southern**.

### **8.2 Liability and Indemnification.**

No Member nor any of its officers, shareholders, directors, employees or agents shall be liable to the Company or any Member for any loss or liability incurred in connection with any act or omission in the conduct of the business of the Company in accordance with the terms hereof, including, but not limited to, any liability under any financing executed by the Manager as agent for the Company, except for any loss or liability which the Company incurs in connection with such person's or entity's fraud, willful and wanton misconduct or gross negligence (provided that nothing contained herein shall relieve a Member of any liability for the fraud, willful and wanton misconduct, or gross negligence of such Member's officers,

16.16 No Oral Modification. No modification or waiver of this Agreement or any part thereof shall be valid or effective unless in writing and signed by the party or parties required herein; no waiver of any breach or condition of this Agreement shall be deemed a waiver of any subsequent breach, whether of like or different nature.

16.17 Governing Law. This Agreement and the rights of the Members shall be governed by and construed or enforced in accordance with the laws of the State of Florida without regard to any conflict of law provisions.

16.18 Notices. All notices required pursuant to this Agreement, shall be in writing and shall be deemed to have been delivered and given for all purposes: a) if delivered personally to the party or the address listed in this Operating Agreement; or, b) if sent by registered or certified mail, postage is prepaid, five (5) days after posted in the United States Post Office, whether or not the same is actually received, provided the same is addressed as follows:

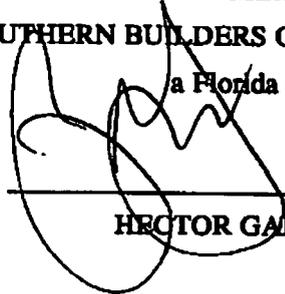
IN WITNESS WHEREOF, the Member has executed this Agreement on the day and year first above written.

Signed, sealed and delivered in the presence of:

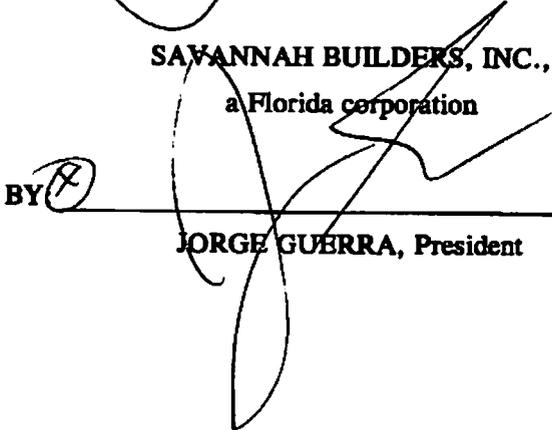
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

MEMBER:

SOUTHERN BUILDERS OF SOUTH FLORIDA, INC.  
a Florida corporation

BY:   
\_\_\_\_\_  
HECTOR GARCIA, President

SAVANNAH BUILDERS, INC.,  
a Florida corporation

BY:   
\_\_\_\_\_  
JORGE GUERRA, President

**CERTIFICATE OF INCORPORATION**  
**OF**  
**SOUTHERN HOMES OF BROWARD, INC.**

**FILED**  
98 SEP 16 PM 12:55  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

WE, the undersigned hereby associate for the purpose of becoming a Corporation under the laws of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation for profit.

**ARTICLE I**

The name of the Corporation shall be: SOUTHERN HOMES OF BROWARD, INC.

**ARTICLE II**

The Corporation may engage in any activity or business permitted under the laws of the United States and the State of Florida.

**ARTICLE III**

The maximum number of shares of stock with a One Dollar, (\$1.00) par value that is authorized to have outstanding at any one time is Five Hundred (500) shares.

**ARTICLE IV**

The amount of Capital with which this Corporation will begin business will not be less than Five Hundred Dollars (\$500.00).

**ARTICLE V**

The capital stock of this Corporation shall be issued pursuant to a plan under Section 1244, Internal Revenue Code of 1954, as added by the Small Business Tax Revision Act of 1958; all of the stocks and securities in lieu of cash or at a just valuation are to be determined by the Board of Directors of this Corporation.

**ARTICLE VI**

This Corporation is to have perpetual existence.

**ARTICLE VII**

The principal office of this Corporation shall be:

7990 S.W. 117<sup>TH</sup> AVENUE  
Suite 135  
Miami, Florida 33183

**ARTICLE VIII**

The number of members of the Board of Directors of this Corporation shall not be less than one person. The name and post office address of the first Board of Director, who, subject to the provisions of this Certificate of Incorporation, the By-Laws and Acts of Legislature, shall hold office for the first year of the Corporation's existence or until successors are elected and shall be duly qualified are:

<u>Name</u>	<u>Address</u>
Gerardo L. Aguirre Director	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183
Hector Garcia Director	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183

**ARTICLE IX**

The name and post office address of each subscriber to this Certificate of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
Gerardo L. Aguirre	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183
Hector Garcia	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183

#### ARTICLE X

No shareholder of this Corporation may sell or transfer stock in this Corporation except to another individual who is eligible to be a shareholder in this Corporation, and such sale or transfer may be made only after the same shall have been approved at a shareholder's meeting, exclusive of the stock to be sold. The shares of stock held by the stockholder proposing to sell or transfer his shares may not be voted or counted for the purpose of said meeting.

#### ARTICLE XI

The Corporation shall have the further right and power to; from time to time determine whether and to what extent and at what time and places and under what conditions and regulations the accounting books of this Corporation (other than the stock books) or any of them, shall be open to the inspection of the stockholder, and no stockholder shall have the right of inspecting any account book or document of this Corporation except as conferred by statute, unless authorized by resolution of the stockholders or the Board of Directors.

#### ARTICLE XII

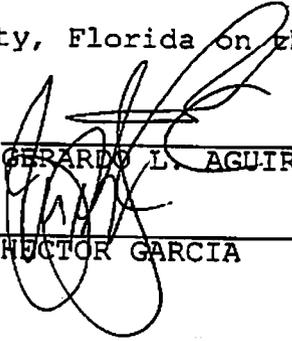
The Corporation in its By-Laws, may confer powers upon its Board of Directors or Officers, in addition to the foregoing, and in addition to the powers authorized and expressly conferred by Statute.

Both Stockholders and Directors shall have the power, if the By-Laws so provide, to hold their respective meetings and to have one or more Officers within and without the State of Florida, and to keep the books of this Corporation (subject to the provisions of this statute) outside the State of Florida, at such places as may, from time to time, be designated by the Board of Directors.

The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation in any manner now or hereafter prescribed by Statute, and all rights conferred upon the Stockholders herein, are granted subject to this reservation.

WE, the undersigned, being the only original subscriber to the capital stock herein above named for the purpose of forming a corporation for profit to do business both within and without the State of Florida, do hereby make, subscribe, acknowledge and file this Certificate hereby declaring that the facts herein above stated are true and so respectively agree to abide by the Articles as herein stated.

SUBSCRIBED AT MIAMI, Dade County, Florida on this 28 day of August, 1998.

  
\_\_\_\_\_  
GERARDO L. AGUIRRE

\_\_\_\_\_  
HECTOR GARCIA

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority personally appeared **GERARDO L. AGUIRRE AND HECTOR GARCIA**, who after being first duly sworn and under oath, deposes and states that he signed the above and foregoing Certificate of Incorporation on this 28 day of August, 1998.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

AT LARGE

OFFICIAL NOTARY SEAL  
ROBERT WAYNE

NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC530512  
MY COMMISSION EXP. FEB. 24, 2000

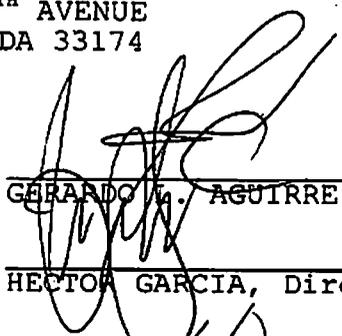
**CERTIFICATE OF DESIGNATION  
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is: SOUTHERN HOMES OF BROWARD, INC.

2. The name and address of the registered agent and office is:

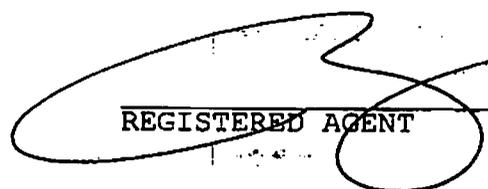
ROBERT WAYNE, ESQUIRE  
1225 S.W. 87<sup>TH</sup> AVENUE  
MIAMI, FLORIDA 33174

  
\_\_\_\_\_  
GERARDO M. AGUIRRE, Director

\_\_\_\_\_  
HECTOR GARCIA, Director

Date: 8/28/98

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

  
\_\_\_\_\_  
REGISTERED AGENT

Date: August 31, 1998

98 SEP 16 PM 12:55  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

FILED

**BYLAWS**  
**OF**  
**SOUTHERN HOMES OF BROWARD, INC.**

***ARTICLE I***

***Principal Office***

The principal office of the Corporation shall be established and maintained at 12900 SW 128<sup>th</sup> Street, Suite 100, Miami, Florida 33186, until changed to such place or places as the Board of Directors may determine.

***ARTICLE II***

***Seal***

The Corporation shall have a corporate seal which shall be in circular form and have inscribed thereon the name of the Corporation, the year of its incorporation and the words "CORPORATE SEAL" and may use the same by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced upon any paper or document.

***ARTICLE III***

***Meetings of Shareholders***

***SECTION 1. Place of Meeting.*** All meetings of the shareholders shall be held at such place within or without the State of Florida as shall be designated from time to time by the Board of Directors and stated in the notice of such meeting or in a duly executed waiver of notice thereof.

***SECTION 2. Annual Meetings.*** The annual meeting of the shareholders of the Corporation shall be held the first Monday of September beginning in 1999. If the day fixed for the annual meeting shall be a legal holiday in the State of Florida or the state or jurisdiction where

the meeting is to be held, such meeting shall be held on the next succeeding business day. The purpose of the annual meeting of shareholders shall be to elect directors and to transact such other business as may come before the meeting. If the election of directors shall not be held on the day designated herein for the annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause such election to be held at a special meeting of the shareholders as soon thereafter as conveniently possible.

*SECTION 3. Special Meetings.* Special meetings of the shareholders, for any purpose or purposes, may be called (a) by the Board of Directors, (b) by the holders of not less than three quarters of all the shares entitled to vote at the meeting, or (c) by the President.

*SECTION 4. Notice of Meetings.* Whenever shareholders are required or authorized to take any action at a meeting, a notice of such meeting, stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered, no fewer than ten (10) nor more than sixty (60) days before the date set for such meeting, either personally or by first-class mail, by or at the direction of the President or the Secretary, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder, at his address as it appears on the stock transfer books of the Corporation, with first-class postage prepaid thereon. Written waiver by a shareholder of notice of a shareholders' meeting, signed by him, whether before or after the time stated thereon, shall be equivalent to the giving of such notice.

*SECTION 5. Action by Consent in Writing.* Any action required or permitted to be taken at any annual or special meeting of the shareholders of this Corporation may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action

so taken, shall be signed by the holders of the outstanding stock, having no fewer than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

**SECTION 6. Quorum.** The majority of the shares entitled to vote thereat, present or represented by proxy at any meeting, shall constitute a quorum of the shareholders for the transaction of business except as otherwise provided by statute or by the Articles of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting, subject to the provisions of Section 4 hereof.

**SECTION 7. Required Vote.** If a quorum is present at any meeting, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the question is one for which, by express provision of law or of the Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

**SECTION 8. Voting and Proxies.** Except as otherwise provided in the Articles of Incorporation or by the terms of any outstanding series of Preferred Stock of the Corporation, each

shareholder shall be entitled at each meeting and upon each proposal presented at such meeting to one vote in person or by proxy for each share of voting stock recorded in his name on the books of the Corporation on the record date fixed as below provided, or if no such record date was fixed, on the day of the meeting. Every proxy must be signed by the shareholder or his attorney in fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by law. If a proxy expressly provides, any proxy-holder may appoint in writing a substitute to act in his place.

*SECTION 9. Voting Lists.* The Secretary shall have charge of the stock ledger and shall prepare and make, or cause to be prepared and made, at least ten (10) days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number and class and series, if any, of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder at any time during usual business hours for a period of at least ten (10) days prior to the meeting, either at (i) the registered office of the Corporation, (ii) the principal place of business of the Corporation, or (iii) the office of the transfer agent or registrar of the Corporation. The list also shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder or proxy who is present. The stock ledger shall be the only evidence as to who are the shareholders entitled to examine the stock ledger, the list required by this section or the books of the Corporation, or to vote in person or by proxy at any meeting of shareholders. The requirements set forth in this section shall not apply to any meeting occurring while the Corporation has fewer than six shareholders.

*SECTION 10. Record Date.* In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix in advance, but shall not be required to, a record date in accordance with the Florida Statutes then in effect.

*SECTION 11. Office.* No person shall be required to own, hold or control stock in the Corporation as a condition precedent to holding an office in the Corporation.

#### *ARTICLE IV*

##### *Board of Directors*

*SECTION 1. Powers.* The business of the Corporation shall be managed and its corporate powers shall be exercised by its Board of Directors, except as otherwise provided by statute or by the Articles of Incorporation.

*SECTION 2. Number.* Until the number is changed by resolution of the shareholders at any time and from time to time, the Board shall consist of at least (1) director.

*SECTION 3. Election and Term of Office.* Directors shall be elected at the annual meeting of shareholders, except as provided in Sections 4 and 5 of this Article. At each meeting of shareholders for the election of directors at which a quorum is present, the persons receiving the greatest number of votes, up to the number of directors to be elected, shall be the directors. Each director shall hold office until the next succeeding annual meeting, or until his successor is elected and qualified, or until his earlier resignation by written notice to the Secretary of the Corporation, or until his removal from office.

*SECTION 4. Vacancies.* Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected until the next annual meeting of the shareholders. If there are no directors in office, then any officer or any shareholder or an executor, administrator, trustee or guardian of a shareholder or other fiduciary entrusted with like responsibility for the person or estate of a shareholder, may call a special meeting of shareholders for the purpose of electing a new Board of Directors.

*SECTION 5. Removal.* At a special meeting of the shareholders, duly called expressly for that purpose as provided in these Bylaws, any director or directors, by the affirmative vote of the holders of a majority of all the shares of stock outstanding and entitled to vote for the election of directors, may be removed from office, either with or without cause, and the remaining directors, in the manner provided in these Bylaws, shall fill any vacancy or vacancies created by such a removal.

*SECTION 6. Place of Meetings.* Meetings of the Board of Directors of the Corporation, regular or special, may be held either within or without the State of Florida.

*SECTION 7. Regular Meetings.* The Board of Directors shall hold a regular meeting each year immediately after the annual meeting of the shareholders at the place where such meeting of the shareholders was held for the purpose of election of officers and for the consideration of any other business that may be properly brought before the meeting. No notice of any kind to either old or new members of the Board of Directors for such regular meeting shall be necessary.

*SECTION 8. Special Meetings.* Special meetings of the Board of Directors may be called by any two directors, the Chairman of the Board or the President or Secretary on two (2) days' written notice to each director, either personally or by mail or by telegram. Notice of any special meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance by a director at a special meeting shall constitute a waiver of notice of such special meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because such special meeting is not lawfully convened.

*SECTION 9. Quorum.* A majority of all the directors shall constitute a quorum for the transaction of business. The affirmative vote of the majority of directors present at a meeting where a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

*SECTION 10. Compensation.* The Board of Directors shall have the authority to fix the compensation of directors, and the directors may be paid their expenses, if any, for attendance at each meeting of the Board of Directors.

*SECTION 11. Executive Committee.* The Board, by resolution passed by a majority of the whole Board, may designate from among its members an executive committee and one or more other committees, which committees, to the extent provided in such resolution, shall have and exercise any or all of the authority of the Board of Directors, except that no such committee shall have the authority to take actions prohibited to such committees by the Florida Statutes.

*SECTION 12. Presence at Meetings.* Members of the Board of Directors or an executive committee shall be deemed present in person at a meeting of such Board or committee if a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other is used.

*SECTION 13. Written Consent.* Any action of the Board of Directors or of any committee thereof, which is required or permitted to be taken at a regular or special meeting, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, signed by all of the members of the Board of Directors or of the committee, as the case may be, is filed in the minutes of the proceedings of the Board of Directors or committee.

## *ARTICLE V*

### *Officers*

*SECTION 1. Designation.* The Corporation shall have a President, a Secretary and a Treasurer. The Corporation also may have, at the discretion of the Board of Directors, a Chairman of the Board and one or more Vice Presidents (however titled), Assistant Secretaries and Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. One person may hold two or more offices.

*SECTION 2. Election.* The Board of Directors shall elect a President, a Secretary and a Treasurer, and may elect such other officers, including a Chairman of the Board, as the business of the Corporation may require, all such officers to be elected at the annual meeting of the Board of Directors or at a special meeting called for that purpose. Each such officer shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified. Officers shall be elected by the affirmative vote of the majority of

directors present at a meeting where a quorum is present.

*SECTION 3. Removal and Resignation.* Any officer elected or appointed by the Board of Directors may be removed, either with or without cause, by the affirmative vote of the majority of directors present at any meeting where a quorum is present. Any officer may resign at any time by giving written notice to the Board of Directors, or to the Chairman of the Board, if one shall have been elected, or to the President or the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

*SECTION 4. Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the Board of Directors.

*SECTION 5. Chairman of the Board.* The Chairman of the Board, if there shall be such an officer, if present, shall preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board of Directors or prescribed by these Bylaws.

*SECTION 6. President.* The President shall be the chief executive officer of the Corporation and, subject to the control of the Board of Directors, shall have control of the business affairs of the Corporation, and in particular shall have the authority to open bank accounts on behalf of the Corporation and shall the authority to negotiate and obtain any loan financing deemed necessary and shall preside at all meetings of the shareholders, and in the absence of the Chairman of the Board, shall preside at all meetings of the Board of Directors. She shall execute deeds, bonds,

mortgages and other instruments on behalf of the Corporation, except where required or permitted by law to be signed and executed otherwise and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation. She shall be ex-officio a member of all the standing committees, if any, shall have the general powers and duties of management usually vested in the office of the chief executive officer of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

*SECTION 7. Executive Vice President.* The Executive Vice Presidents, if any, shall have such powers and perform such duties as may be prescribed from time to time for them respectively by the Chairman of the Board, the President, the Board of Directors or these Bylaws.

*SECTION 8. Secretary.* The Secretary shall keep, or cause to be kept, a book of minutes at the registered or principal office, or such other place as the Board of Directors may order, of all meetings of directors and shareholders, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of shares present or represented at shareholders' meetings and the proceedings thereof.

The Secretary shall give, or cause to be given, notice of all the meetings of the shareholders and of the Board of Directors required by these Bylaws or by law to be given, and he shall keep the seal of the Corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

*SECTION 9. Treasurer.* The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the

Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall be open at all reasonable times to inspection by any director.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation, shall render to the President and any director, whenever requested, an account of all his transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. If specifically required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

*SECTION 10. Compensation.* The compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board of Directors, or by such officer or officers as said Board shall direct, and no officer shall be prevented from receiving such compensation by reason of the fact that he is or was a director of the Corporation.

## *ARTICLE VI*

### *Certificates of Stock*

*SECTION 1. Description.* Every shareholder shall be entitled to have for each kind, class or series of stock held a certificate certifying the number of shares thereof held of record by him. Certificates shall be signed by the President or a Vice-President and the Secretary or an Assis-

tant Secretary, and may be sealed with the seal of the Corporation. The seal may be facsimile, engraved or printed. Where such certificate is signed by a transfer agent or a registrar other than the Corporation itself, the signature of any of those officers named herein may be facsimile. In case any officer who signed, or whose facsimile signature has been used on, any certificate shall cease to be such officer for any reason before the certificate has been delivered by the Corporation, such certificate may nevertheless be adopted by the Corporation and issued and delivered as though the person who signed it or whose facsimile signature has been used thereon had not ceased to be such officer.

*SECTION 2. Lost Certificates.* The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed. The Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

*SECTION 3. Preferences.* If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the distinguishing characteristics of each class or series, including designations, the relative rights and preferences or limitations as regards dividend rates, redemption rights, conversion privileges, voting powers or restrictions or qualifications of voting powers, or such other distinguishing characteristics as shall be stated either in the Articles of Incorporation or in the resolution or resolutions providing for the issue of such stock adopted by the Board of Directors or a duly constituted executive committee shall be set forth in full on the face or back of the certificate which the Corporation shall issue to represent such kind, class or series of

stock, provided that, in lieu of the foregoing requirements, said provisions may be either (a) summarized on the face or back of the certificate or (b) incorporated by reference made on the face or back of the certificate where such reference states that a copy of said provisions, certified by an officer of the Corporation, will be furnished by the Corporation or its transfer agent, without cost, to and upon request of the certificate holder.

*SECTION 4. Transfers of Stock.* Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books, except as otherwise required by law or by the terms of the stock certificate.

*SECTION 5. Registered Shareholders.* The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls, to the extent permitted by law, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to interest in such shares on the part of any other person, regardless of whether it shall have express or other notice thereof, except as otherwise required by law.

## ***ARTICLE VII***

### ***General Provisions***

*SECTION 1. Dividends.* The Board of Directors, at any regular or special meeting thereof, subject to any restrictions established by law or contained in the Articles of Incorporation, may declare and pay dividends upon the shares of its capital stock in cash, property or its own shares, except when the Corporation is insolvent or when the payment thereof would render the Corporation

insolvent.

*SECTION 2. Checks.* All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may designate from time to time.

*SECTION 3. Fiscal Year.* The fiscal year of the Corporation shall end on the 31st day of December.

*SECTION 4. Execution of Deeds, Contracts and Other Documents.* Except as otherwise provided by the Articles of Incorporation and the Board of Directors, all deeds and mortgages made by the Corporation and all other written contracts and agreements to which the Corporation shall be a party may be executed on behalf of the Corporation by the Chairman of the Board, if one shall have been elected, the President or one or more Vice Presidents, if any shall have been elected, and may be attested to and the corporate seal affixed thereto by the Secretary or Assistant Secretary. The Board of Directors may authorize the execution of deeds, mortgages and all other written contracts and agreements to which the Corporation may be a party by such other officers, assistant officers or agents, as may be selected by the said Chairman of the Board or President from time to time and with such limitations and restrictions as authorization may prescribe.

## *ARTICLE VIII*

### *Amendment to Bylaws*

These Bylaws may be altered, amended, repealed or added to by the vote of a majority of the Board of Directors present at any regular meeting of the said Board, or at a special meeting of the directors called for that purpose, provided a quorum of the directors are present at such meeting, unless the power to alter, amend, repeal or add to the Bylaws is reserved to the shareholders by the

Articles of Incorporation.

**ARTICLE IX**

**Indemnification**

**SECTION 1. General.** The Corporation may indemnify to the fullest extent permitted by law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise.

**SECTION 2. Expenses.** To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above, or in any defense of any claim, issue or matter therein, he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him in connection therewith.

**SECTION 3. Standard of Conduct.** Any indemnification shall be made hereunder, unless pursuant to a determination by a court, only if a determination is made that indemnification of the director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct required by law. Such determination shall be made as required by law.

**SECTION 4. Advance Expenses.** Expenses incurred in defending any action, suit or proceeding may be paid in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Section 3 above upon receipt of any undertaking by or on

behalf of the director, officer, employee or agent to repay such amount, if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article.

*SECTION 5. Benefit.* The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person.

*SECTION 6. Insurance.* The Corporation shall be empowered to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

*SECTION 7. Affiliates.* For the purposes of this Article, references to "the Corporation" include all constituent corporations absorbed in a consolidation or merger, as well as the resulting or surviving corporation, so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article

with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

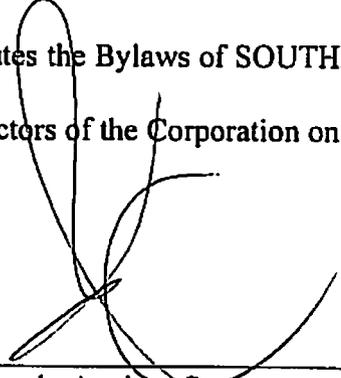
*SECTION 8. Survival.* Upon the death of any person having a right to indemnification under this Article, such right shall inure to his heirs and legal representatives. In addition, such heirs and legal representatives shall be entitled to indemnification, under the terms of this Article, against all expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) imposed upon or reasonably incurred by them in connection with any claim, action, suit or proceeding described in the foregoing Section I on account of such deceased person.

**ARTICLE X**

**Severability**

The provisions of these Bylaws shall be separable each from any and all other provisions of these Bylaws, and if any such provision shall be adjudged to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, or the powers granted to this Corporation by the Articles of Incorporation or Bylaws.

THIS CERTIFIES that the foregoing constitutes the Bylaws of SOUTHERN HOMES OF BROWARD, INC., as adopted by the Board of Directors of the Corporation on the 30 day of September, 1998.



---

Gerardo Aguirre, Secretary

(Corporate Seal)

# *State of Florida*

## *Department of State*

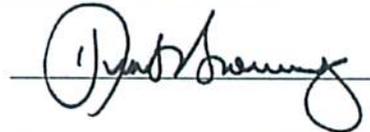
I certify from the records of this office that SOUTHERN COMMERCE PARK AT DORAL, LLC is a limited liability company organized under the laws of the State of Florida, filed on February 17, 2005, effective February 17, 2005.

The document number of this limited liability company is L05000016364.

I further certify that said limited liability company has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on April 26, 2010, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Second day of March, 2011*



*Secretary of State*



Authentication ID: 000196521060-030211-L05000016364

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

# State of Florida



## Department of State

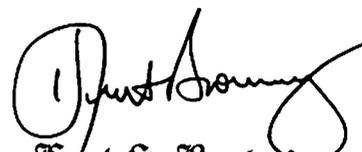
I certify the attached is a true and correct copy of Articles of Organization of SOUTHERN COMMERCE PARK AT DORAL, LLC, a limited liability company, organized under the laws of the State of Florida, filed on February 17, 2005, effective February 17, 2005, as shown by the records of this office.

The document number of this company is L05000016364.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Second day of March, 2011



CR2EO22 (01-07)

  
Kurt S. Browning  
Secretary of State

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L05000016364  
FILED 8:00 AM  
February 17, 2005  
Sec. Of State  
mthomas

**Article I**

The name of the Limited Liability Company is:

SOUTHERN COMMERCE PARK AT DORAL, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:

12900 SW 128 STREET  
SUITE 100  
MIAMI, FL. 33186

The mailing address of the Limited Liability Company is:

12900 SW 128 STREET  
SUITE 100  
MIAMI, FL. 33186

**Article III**

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The name and Florida street address of the registered agent is:

WILLIAM GARCIA  
12900 SW 128 STREET  
SUITE 200  
MIAMI, FL. 33186

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: WILLIAM GARCIA

### **Article V**

The name and address of managing members/managers are:

Title: MGR  
SOUTHERN HOMES OF BROWARD, INC.  
12900 SW 128 ST, SUITE 100  
MIAMI, FL. 33186

L05000016364  
FILED 8:00 AM  
February 17, 2005  
Sec. Of State  
mthomas

### **Article VI**

The effective date for this Limited Liability Company shall be:

02/17/2005

Signature of member or an authorized representative of a member

Signature: HECTOR GARCIA

# *State of Florida*

## *Department of State*

I certify from the records of this office that SOUTHERN HOMES OF BROWARD, INC. is a corporation organized under the laws of the State of Florida, filed on September 16, 1998.

The document number of this corporation is P98000080085.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on April 27, 2010, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the  
Second day of March, 2011*



*Secretary of State*



Authentication ID: 800196522158-030211-P98000080085

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

# State of Florida



## Department of State

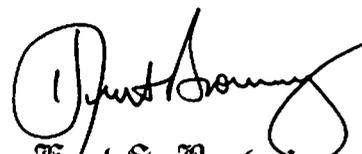
I certify the attached is a true and correct copy of the Articles of Incorporation of SOUTHERN HOMES OF BROWARD, INC., a corporation organized under the laws of the State of Florida, filed on September 16, 1998, as shown by the records of this office.

The document number of this corporation is P98000080085.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Second day of March, 2011



CR2EO22 (01-07)

  
Kurt S. Browning  
Secretary of State

**CERTIFICATE OF INCORPORATION**  
**OF**  
**SOUTHERN HOMES OF BROWARD, INC.**

**FILED**  
98 SEP 16 PM 12:55  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

WE, the undersigned hereby associate for the purpose of becoming a Corporation under the laws of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation for profit.

**ARTICLE I**

The name of the Corporation shall be: SOUTHERN HOMES OF BROWARD, INC.

**ARTICLE II**

The Corporation may engage in any activity or business permitted under the laws of the United States and the State of Florida.

**ARTICLE III**

The maximum number of shares of stock with a One Dollar, (\$1.00) par value that is authorized to have outstanding at any one time is Five Hundred (500) shares.

**ARTICLE IV**

The amount of Capital with which this Corporation will begin business will not be less than Five Hundred Dollars (\$500.00).

**ARTICLE V**

The capital stock of this Corporation shall be issued pursuant to a plan under Section 1244, Internal Revenue Code of 1954, as added by the Small Business Tax Revision Act of 1958; all of the stocks and securities in lieu of cash or at a just valuation are to be determined by the Board of Directors of this Corporation.

**ARTICLE VI**

This Corporation is to have perpetual existence.

**ARTICLE VII**

The principal office of this Corporation shall be:

7990 S.W. 117<sup>TH</sup> AVENUE  
Suite 135  
Miami, Florida 33183

**ARTICLE VIII**

The number of members of the Board of Directors of this Corporation shall not be less than one person. The name and post office address of the first Board of Director, who, subject to the provisions of this Certificate of Incorporation, the By-Laws and Acts of Legislature, shall hold office for the first year of the Corporation's existence or until successors are elected and shall be duly qualified are:

<u>Name</u>	<u>Address</u>
Gerardo L. Aguirre Director	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183
Hector Garcia Director	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183

**ARTICLE IX**

The name and post office address of each subscriber to this Certificate of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
Gerardo L. Aguirre	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183
Hector Garcia	7990 SW 117 <sup>th</sup> Avenue Suite 135 Miami, FL 33183

#### **ARTICLE X**

No shareholder of this Corporation may sell or transfer stock in this Corporation except to another individual who is eligible to be a shareholder in this Corporation, and such sale or transfer may be made only after the same shall have been approved at a shareholder's meeting, exclusive of the stock to be sold. The shares of stock held by the stockholder proposing to sell or transfer his shares may not be voted or counted for the purpose of said meeting.

#### **ARTICLE XI**

The Corporation shall have the further right and power to; from time to time determine whether and to what extent and at what time and places and under what conditions and regulations the accounting books of this Corporation (other than the stock books) or any of them, shall be open to the inspection of the stockholder, and no stockholder shall have the right of inspecting any account book or document of this Corporation except as conferred by statute, unless authorized by resolution of the stockholders or the Board of Directors.

#### **ARTICLE XII**

The Corporation in its By-Laws, may confer powers upon its Board of Directors or Officers, in addition to the foregoing, and in addition to the powers authorized and expressly conferred by Statute.

Both Stockholders and Directors shall have the power, if the By-Laws so provide, to hold their respective meetings and to have one or more Officers within and without the State of Florida, and to keep the books of this Corporation (subject to the provisions of this statute) outside the State of Florida, at such places as may, from time to time, be designated by the Board of Directors.

The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation in any manner now or hereafter prescribed by Statute, and all rights conferred upon the Stockholders herein, are granted subject to this reservation.

WE, the undersigned, being the only original subscriber to the capital stock herein above named for the purpose of forming a corporation for profit to do business both within and without the State of Florida, do hereby make, subscribe, acknowledge and file this Certificate hereby declaring that the facts herein above stated are true and so respectively agree to abide by the Articles as herein stated.

SUBSCRIBED AT MIAMI, Dade County, Florida on this 28 day of August, 1998.

  
\_\_\_\_\_  
GERARDO L. AGUIRRE  
  
\_\_\_\_\_  
HECTOR GARCIA

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority personally appeared **GERARDO L. AGUIRRE AND HECTOR GARCIA**, who after being first duly sworn and under oath, deposes and states that he signed the above and foregoing Certificate of Incorporation on this 28 day of August, 1998.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE  
OFFICIAL NOTARY SEAL  
ROBERT WAYNE  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC530812  
MY COMMISSION EXP. FEB. 24, 2000

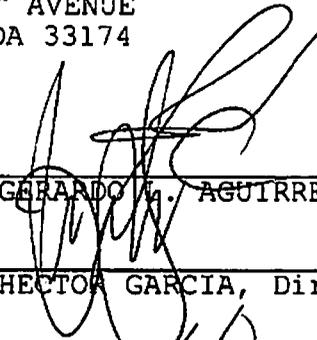
**CERTIFICATE OF DESIGNATION  
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is: SOUTHERN HOMES OF BROWARD, INC.

2. The name and address of the registered agent and office is:

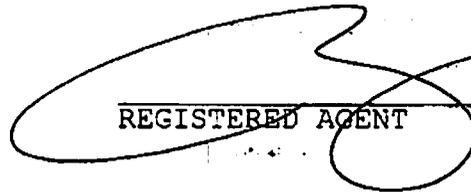
ROBERT WAYNE, ESQUIRE  
1225 S.W. 87<sup>TH</sup> AVENUE  
MIAMI, FLORIDA 33174

  
\_\_\_\_\_  
GERARDO M. AGUIRRE, Director

\_\_\_\_\_  
HECTOR GARCIA, Director

Date: 8/20/98

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

  
\_\_\_\_\_  
REGISTERED AGENT

Date: August 31, 1998

**FILED**  
98 SEP 16 PM 12:55  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**RESOLUTION No. 10 – 68**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR THE PURCHASE OF THE EASTERN FIVE (5) ACRES OF TRACT 60 IN TOWNSHIP 53 RANGE 40 SECTION 17 FOR THE PROVISION OF A PUBLIC WORKS FACILITY IN AN AMOUNT NOT TO EXCEED \$2,750,000.00; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in accordance with the directives from the City Council given during the November 2008 Council Meeting, Staff began the due diligence required to negotiate a contract for the purchase of property for a potential public works facility; and

**WHEREAS**, during the August 2009 Council Meeting, the City Council further directed staff to limit the negotiations for purchase of the property to 5 acres for an amount of \$2,750,000.00; and

**WHEREAS**, Staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into an agreement for the purchase of the eastern five (5) acres of Tract 60, Township 53, Range 40, Section 17 for the provision of a public works facility in an amount not to exceed \$2,750,000.00.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1.** The City Council of the City of Doral hereby authorizes the City Manager to negotiate and enter into an agreement for the purchase of the eastern five (5) acres of Tract 60, Township 53, Range 40, Section 17 for the provision of a public works facility in an amount not to exceed \$2,750,000.00.

**Section 2.** This Resolution shall become effective immediately upon adoption.

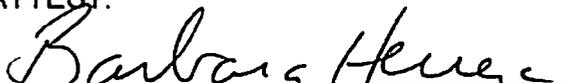
The foregoing resolution was offered by Councilman Cabrera who moved its adoption. The motion was seconded by Vice Mayor Van Name and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

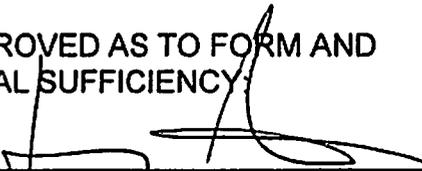
PASSED and ADOPTED this 14<sup>th</sup> day of April, 2010.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JIMMY MORALES, ESQ., CITY ATTORNEY

**RESOLUTION No. 10 – 141**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR THE PURCHASE OF THE EASTERN FIVE (5) ACRES OF TRACT 60 IN TOWNSHIP 53 RANGE 40 SECTION 17 FOR THE PROVISION OF A PUBLIC WORKS FACILITY IN AN AMOUNT NOT TO EXCEED \$2,750,000.00 BASED ON CERTAIN MODIFIED TERMS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on April 14, 2010, the City Council approved Resolution No. 10-68 authorizing the City Manager to negotiate and enter into an agreement for the purchase of the eastern five (5) acres of Tract 60, Township 53, Range 40, Section 17 for the provision of a public works facility in an amount not to exceed \$2,750,000.00; and

**WHEREAS**, during the process of negotiations with the property owner, it was determined that certain site improvements need to be completed prior to the acquisition of the property by the City; and

**WHEREAS**, the City and the property owner have reached an agreement whereby the City would perform the site improvements prior to the purchase of the property, and would secure this advance of funds with a mortgage on the property and a recorded contract for sale; and

**WHEREAS**, Staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into an agreement for the purchase of the eastern five (5) acres of Tract 60, Township 53, Range 40, Section 17 for the provision of a public works facility in an amount not to exceed \$2,750,000.00 on the basis of these modified terms.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1.** The City Council of the City of Doral hereby authorizes the City Manager to negotiate and enter into an agreement for the purchase of the eastern five (5) acres of Tract 60, Township 53, Range 40, Section 17 for the provision of a public works facility in an amount not to exceed \$2,750,000.00, with such modifications to the terms so as to permit the City to perform certain site improvements prior to the acquisition, provided that the City records a mortgage and such other documentation as may be reasonably necessary, in the discretion of the City Manager and City Attorney, to secure the City's investment.

**Section 2.** This Resolution shall become effective immediately upon adoption.

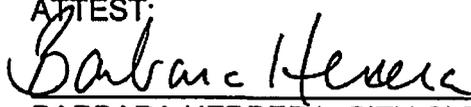
[Section left blank intentionally]

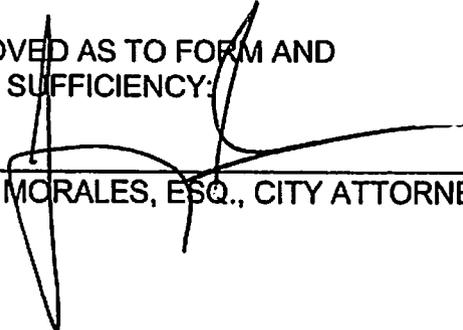
The foregoing resolution was offered by Councilman Cabrera who moved its adoption. The motion was seconded by Vice Mayor Van Name and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 8<sup>th</sup> day of September, 2010.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:  
  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:  
  
\_\_\_\_\_  
JIMMY MORALES, ESQ., CITY ATTORNEY

Stearns, Weaver, Miller, Weissler, Alhadeff & Sitterson, P.A.  
150 West Flagler Street, 2200 Museum Tower  
Miami, FL 33130  
305-789-3200  
305-789-3395

Chicago Title Insurance Company

REVISION D - March 3, 2011

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

Order No.: 3197218

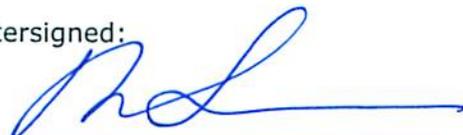
Customer Reference: 38903.0001

Effective Date: ~~February 15, 2011 at 11:00 PM~~

*Date + time of recording  
of insured instrument*

1. Policy or Policies to be issued:
  - A. ALTA Owners 1992 with Florida Modifications  
Proposed Insured: The City of Doral, a Florida municipal corporation  
Amount of Insurance: \$2,750,000.00
  
2. The estate or interest in the land described or referred to in this Schedule and covered herein is Fee Simple and title thereto is at effective date hereof vested in:  
  
Southern Commerce Park at Doral, LLC, a Florida limited liability company
  
3. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY:   
Authorized Officer or Agent

This commitment is invalid unless the insuring provisions in Schedules A and B are attached.

### Schedule B Section 1 Requirements

The following are requirements to be complied with:

*nu* 1. ~~Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.~~

2. ~~Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record.~~

A. Warranty Deed from Southern Commerce Park at Doral, LLC, a Florida limited liability company, to City of Doral, conveying the land described in Schedule A herein; together with satisfactory evidence that Southern Commerce Park at Doral, LLC, a Florida limited liability company, is either authorized to transact business in the State of Florida, or is presently in existence in their State of origin.

*nu* Provide the Company for review a copy of the Articles of Organization filed with its domicile state, and amendments thereto, if any, and a copy of the Operating Agreement for Southern Commerce Park at Doral, LLC, a Florida limited liability company, to verify who may sign on behalf of the limited liability company, as well as the procedure authorizing such signatory. Obtain a satisfactory affidavit from one of the signatory members or managers of Southern Commerce Park at Doral, LLC, a Florida limited liability company, which states the limited liability company has not been dissolved and neither the limited liability company nor any of the members or managers are currently debtors in any bankruptcy proceedings, that affiant has the authority to execute deed/mortgage on behalf of the company in conformity with the Articles of Organization and Operating Agreement and all necessary consents have been obtained.

*nu* 3. ~~Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.~~

4. ~~Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.~~

5. INTENTIONALLY DELETED.

*nu* 6. Provide an affidavit by the owner, certifying that there are no liens against the insured land other than as disclosed by this commitment; that there are no outstanding or pending claims against the affiant that may constitute the basis for a lien against the insured land; that other than as disclosed by this commitment there are no matters which constitute defects in affiants' title to the insured land; and that there are no matters existing at this date which would adversely affect the ability of the affiant to convey/encumber the insured land.

7. Furnish Owner's Affidavit establishing the rights of parties in possession.

NOTE: Same may be included in the above Affidavit.

8. Proof of payment, satisfactory to the Company, of all special assessments, recorded or unrecorded, including but not limited to special assessments arising under Chapter 159 of the Florida Statutes.

9. ~~Proof of payment of all pending or certified charges or special assessments by the appropriate authority, including but not limited to Sanitation, Utility, Road, Paving and Wastewater Assessments.~~

**Schedule B Section 1  
Requirements continued**

10. Proof of payment, satisfactory to the Company, of taxes for the year 2010 which are DUE AND PAYABLE under Tax Folio No.35-3017-001-0610, together with written proof from the County Tax Collector that Tax Certificate No. 67764 for the year 2009, has been redeemed and is of no further force and effect.

*Ann*

## Schedule B Section 2 Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

*new*  
~~1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.~~

2. Taxes and assessments for the year 2011 and subsequent years, which are not yet due and payable.

~~3. Standard Exceptions:~~

A. INTENTIONALLY DELETED.

B. Rights or claims of parties in possession not shown by the public records.

*new*  
C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

D. Taxes or assessments which are not shown as existing liens in the public records.

### NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy upon receipt of an accurate survey of the land acceptable to the Company. Items 3B, 3C, and 3D will be deleted from the policy upon receipt of an affidavit-indemnity acceptable to the Company, stating (i) who is in possession of the land, (ii) whether improvements to the land have been made or are contemplated to commence prior to the date of closing, which improvements will not have been paid for in full prior to the closing, and (iii) that there are no taxes or assessments which are not shown as existing liens in the public records.

*new*  
~~4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.~~

*new*  
~~5. Rights of tenant(s) in possession, if any, under lease(s) not recorded in the Public Records.~~

6. INTENTIONALLY DELETED.

7. Terms and conditions contained in the Environmental Resource Permit Notice recorded July 10, 2008 in Official Records Book 26471, Page 2196, of the Public Records of Miami-Dade County, Florida.

8. INTENTIONALLY DELETED.

9. The following facts as described by survey prepared by Hadonne Corp., dated October 5, 2009 under Job No. 09091:

a.) 35' zoned right-of-way as shown on the survey running North/South along the Eastern boundary of Tract 60.

**Schedule B Section 2  
Exceptions continued**

NOTE: All recording references in this commitment/policy shall refer to the public records of Miami-Dade County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 6600 N. Andrews Avenue, Suite 3000, Fort Lauderdale, FL 33309; Telephone 954-971-2200.

*Add  
Form 9.1  
+  
Survey Endorsements*

**Exhibit "A"**

The East ½ Tract 60, FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida; said property situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

AMERICAN LAND TITLE ASSOCIATION  
OWNER'S POLICY  
(10-17-92)

Policy No. FL2911-46-3197218-2011.7210609-83106883

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

FL2911 3197218  
Stearns Weaver Miller Weissler Alhadeff & Sitterso  
150 West Flagler Street, Suite 2200  
Miami, FL 33130  
Tel:(305) 789-3200  
Fax:(305) 789-3395

By:



*(Signature)*  
ATTEST President  
*(Signature)*  
Secretary

*(Signature)*  
Authorized Signature  
Marina I. Ross

## **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.;
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters;
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy, or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described, or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case or any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its own choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company, shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

### 5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and

expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

#### 7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

- (a) The liability of the Company under this policy shall not exceed the least of:
- (i) the Amount of Insurance stated in Schedule A; or
  - (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.
- (b) This paragraph removed in Florida policies.
- (c) The Company will pay only those costs, attorney's fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

#### 8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

#### 9. LIMITATION OF LIABILITY.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim or unmarketability of title or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.
- (c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

#### 11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

#### 12. PAYMENT OF LOSS.

- (a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

#### 13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**  
Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies

in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

#### (b) The Company's Rights Against Non-Insured Obligor.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

#### 14. ARBITRATION.

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the company and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to the policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

#### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.
- (c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validation officer or authorized signatory of the Company.

#### 16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

#### 17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Claims Department  
P.O. Box 45023  
Jacksonville, FL 32232-5023

Policy of Title Insurance

**Chicago Title Insurance Company**

Schedule A

Order Number: 3197218

Policy Number: FL2911-46-3197218-

2011.7210609-83106883

Amount of Insurance: \$2,750,000.00

Customer Reference: 38903.0000 (mir)

Date of Policy: March 10, 2011 @1:20 p.m.

1. Name of Insured

The City of Doral, a Florida municipal corporation

2. The estate or interest in the land described herein and which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

The City of Doral, a Florida municipal corporation, by virtue of that certain Special Warranty Deed dated March 10, 2011, recorded at Official Records Book 27613, Page 551 of the Public Records of Miami-Dade County, Florida.

4. The land referred to in this policy is described in the said instrument and identified as follows:

See attached Exhibit A for legal description

Stearns, Weaver, Miller, Weissler, Alhadeff & Sitterson, P.A.



Marina I. Ross  
150 West Flagler Street, 2200 Museum Tower  
Miami, FL 33130

This policy is invalid unless a cover sheet and Schedule B are attached.

1992 ALTA Owner's Policy w/FL modifications

**Exhibit A**

The East ½ Tract 60, FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida; said property situated in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida.

**Schedule B**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes and assessments for the year 2011 and subsequent years, which are not yet due and payable.
2. Terms and conditions contained in the Environmental Resource Permit Notice recorded July 10, 2008 in Official Records Book 26471, Page 2196.
3. The following facts as described by survey prepared by Hadonne Corp., dated October 5, 2009 under Job No. 09091:
  - a.) 35' zoned right-of-way as shown on the survey running North/South along the Eastern boundary of Tract 60.

NOTE: All recording references in this policy shall refer to the public records of Miami-Dade County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting the Chicago Title Insurance Company 601 Riverside Avenue, Jacksonville, FL 32204 Telephone 1-888-934-3354.

ENDORSEMENT 1

**Attached to and made a part of Policy Number:** FL2911-46-3197218-2011.7210609-83106883

The Company insures the insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
  - a. Present violations on the land of any enforceable covenants, conditions or restrictions.
  - b. Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
  - c. Any encroachment onto the land of existing improvements located on adjoining land.
  - d. Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraph 1 (a), the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and valid when signed by an authorized officer or licensed agent of the Company.

**STEARNS WEAVER MILLER WEISSLER  
ALHADEFF & SITTERSON, P.A.**

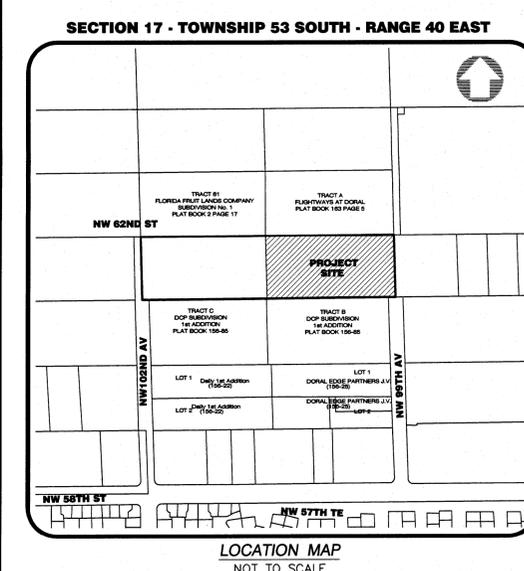
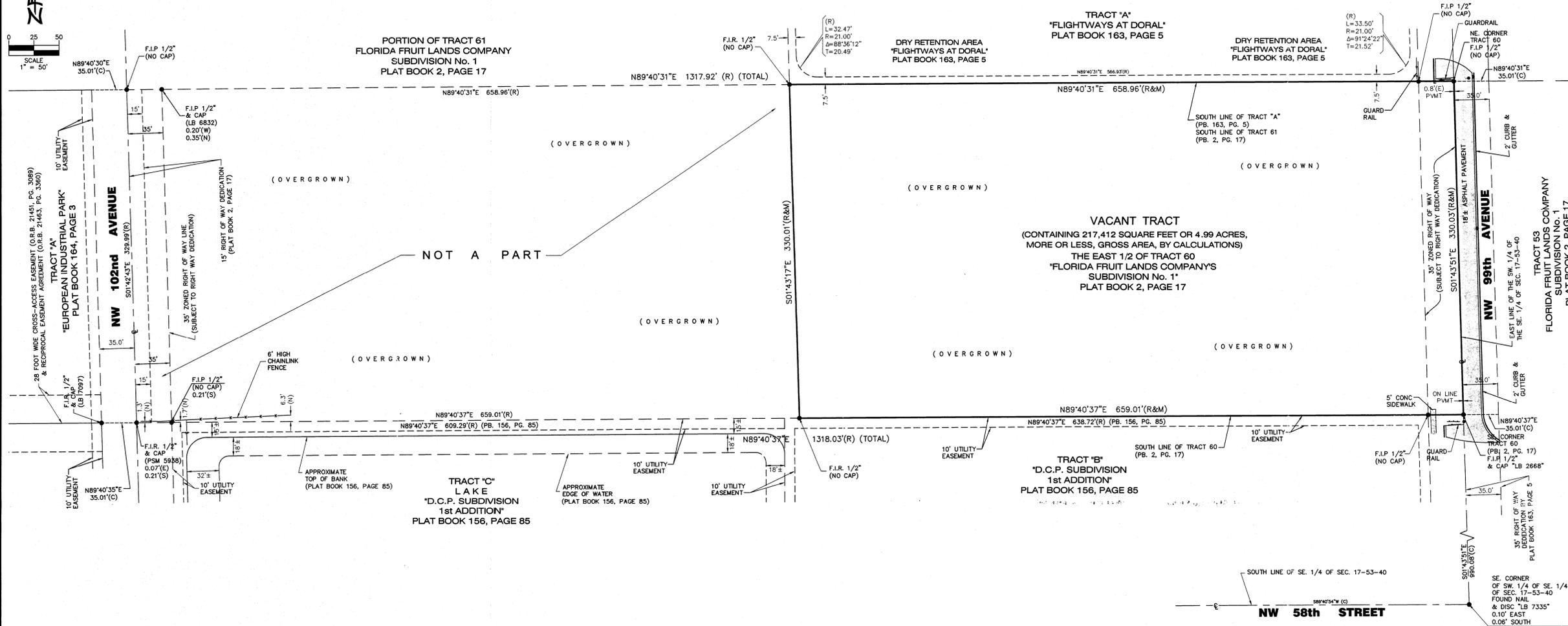


---

Marina I. Ross  
Authorized Signatory

# MAP OF BOUNDARY SURVEY

A PORTION OF TRACT 60 OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", LYING IN THE THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 40 EAST, CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 17, MIAMI-DADE COUNTY RECORDS.



### LEGEND

<ul style="list-style-type: none"> <li>— = ELEVATION</li> <li>DRWY. = DRIVEWAY</li> <li>U.P. = UTILITY POLE</li> <li>B.O.B. = BASIS OF BEARINGS</li> <li>A/C = AIR CONDITIONING PAD</li> <li>A = ARC DISTANCE</li> <li>B.D.G. = BUILDING</li> <li>C.B. = CATCH BASIN</li> <li>C.B.S. = CONCRETE BLOCK STRUCTURE</li> <li>C.D. = CHORD DISTANCE</li> <li>C = CALCULATED VALUE</li> <li>(C) = CLEAR</li> <li>CL = CENTER LINE</li> <li>CONC. = CONCRETE</li> <li>P.R.C. = POINT OF COMPOUND CURVE</li> <li>P.C. = POINT OF CURVATURE</li> <li>F.N.D. = FOUND NAIL/DISK</li> <li>P.C.C. = POINT OF COMPOUND CURVE</li> <li>M/L = MONUMENT LINE</li> <li>N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM</li> <li>O.E. = OVERHEAD ELECTRIC LINE</li> <li>P.B. = PLAT BOOK</li> <li>P.C.P. = PERMANENT CONTROL POINT</li> <li>P.G. = PAGE</li> <li>P.O.B. = POINT OF BEGINNING</li> <li>P/L = PROPERTY LINE</li> <li>N.T.S. = NOT TO SCALE</li> <li>CA = CENTRAL ANGLE</li> <li>CS = CATCH BASIN</li> <li>SS = SANITARY SEWER</li> <li>W = WATER VALVE</li> <li>F.F.E. = FINISH FLOOR ELEVATION</li> </ul>	<ul style="list-style-type: none"> <li>S.I.R. = SET IRON REBAR</li> <li>P.O.C. = POINT OF COMMENCEMENT</li> <li>F.N. = FOUND NAIL</li> <li>P.T. = POINT OF TANGENCY</li> <li>E.N.C. = ENCROACHMENT</li> <li>F.H. = FIRE HYDRANT</li> <li>F.I.R. = FOUND IRON REBAR</li> <li>L.F.E. = LOWEST FLOOR ELEVATION</li> <li>L.P. = LIGHT POLE</li> <li>(M) = MEASURED VALUE</li> <li>(R) = RECORD VALUE</li> <li>DL = OVERHEAD UTILITY LINE</li> <li>P.I. = POINT OF INTERSECTION</li> <li>—/— = WOOD FENCE</li> <li>—/—/— = CHAIN LINK FENCE</li> <li>(ZZZZ) = C.B.S. WALL</li> <li>B/C = BLOCK CORNER</li> <li>R = RADIUS</li> <li>RAD. = RADIAL</li> <li>RES. = RESIDENCE</li> <li>R.O.W. = RIGHT OF WAY</li> <li>SEC. = SECTION</li> <li>S.I.P. = SET IRON PIPE</li> <li>STY. = STORY</li> <li>SWK = SIDEWALK</li> <li>UT. = UTILITY EASEMENT</li> <li>UT. P. = UTILITY POLE</li> <li>F.H. = FIRE HYDRANT</li> <li>M.L.P. = METAL LIGHT POLE</li> <li>STORY = STORY</li> <li>W.M. = WATER METER</li> <li>W.B. = WATER BOX</li> </ul>
---	---

**SURVEYOR'S NOTES:**

**SECTION 1) DATE OF FIELD SURVEY:**  
1. The date of completion of original field Survey was on October 5, 2009.

**SECTION 2) LEGAL DESCRIPTION:**  
The East 1/2 of Tract 60 of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Dade County Florida; said property situated in Section 17, Township 53 South, Range 40 East, Miami Dade County, Florida.  
Containing 217,412 square feet, 4.99 acres, more or less, by calculations.  
Property Address: NW 60th Street and NW 99th Avenue, Doral, Florida, 33178.  
Folio No.: 35-3017-001-0610 (All of Tract 60)

**SECTION 3) ACCURACY:**  
The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds the Minimum Technical Standards requirement for Commercial/High Risk area (Linear: 1 foot in 10,000 feet) as defined in Rule 5J-17-05, Florida Administrative Code.  
Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.  
This Map of Survey is intended to be displayed at a scale of One inch equals Fifty feet or smaller.  
North arrow direction is based on an assumed Meridian.  
Bearings as shown hereon are based upon the North Boundary line of the subject site with an assumed bearing of N89°40'31"E, said line to be considered a well established and monumented line.  
This property appears to be located in Flood Zone "X" and Flood Zone "AH" with a Base Flood Elevation of 5.0 Feet for "AH", as per Federal Emergency Management Agency (FEMA) Community-Panel Number 120041 (City of Doral), Map No. 0278, Suffix L, FIRM Index Revised Date: September 11, 2009.  
Legal Description was furnished by client.

Plat of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida.  
Plat of "EUROPEAN INDUSTRIAL PARK", recorded in Plat Book 164, at Page 3 of the Public Records of Miami-Dade County, Florida.  
Plat of "CARLOS & CARLOS INDUSTRIAL PARK", recorded in Plat Book 163, at Page 99 of the Public Records of Miami-Dade County, Florida.  
Plat of "FLIGHTWAYS AT DORAL", recorded in Plat Book 163, at Page 5 of the Public Records of Miami-Dade County, Florida.  
Plat of "FLIGHTWAYS SUBDIVISION", recorded in Plat Book 159, at Page 76 of the Public Records of Miami-Dade County, Florida.  
Plat of "A + MINI STORAGE DORAL", recorded in Plat Book 164, at Page 3 of the Public Records of Miami-Dade County, Florida.  
Plat of "D.C.P. FIRST ADDITION", recorded in Plat Book 156, at Page 25 of the Public Records of Miami-Dade County, Florida.  
Plat of "DORAL EDGE PARTNERS J.V.", recorded in Plat Book 156, at Page 25 of the Public Records of Miami-Dade County, Florida.  
Plat of "DAILY FIRST ADDITION", recorded in Plat Book 156, at Page 22 of the Public Records of Miami-Dade County, Florida.  
Plat of "DAILY SUBDIVISION", recorded in Plat Book 155, at Page 6 of the Public Records of Miami-Dade County, Florida.

**SECTION 5) LIMITATIONS:**  
Since no other information were furnished other than that is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Miami-Dade County.  
The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual that may appear on the Public Records of this County.  
No excavation or determination was made as to how the Subject Property is served by utilities.  
No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.

**SECTION 6) COMMITMENT FOR TITLE INSURANCE, SCHEDULE B, SECTION 2 EXCEPTIONS COMMENTS:**  
Subject To:  
The exceptions of Schedule B, Section 2 of the Revision D of the Commitment for Title Insurance, prepared by Chicago Title Insurance Company, Order Number 3192218 with an effective date of February 15, 2011 at 11:00 PM, furnished to the Undersigned Professional Surveyor and Mapper to show any matter of records affecting the subject property as following:  
Items # 1 through # 5, inclusive, contain general conditions that have been addressed on this Survey Map or falls outside the purview of the Land Surveying profession.  
Item # 6.— Intentionally deleted.  
Item # 7.— Terms and conditions contained in the Environmental Resource Permit Notice, recorded July 10, 2008 in Official Records Book 26471, Page 2196, of the Public Records of Miami-Dade County Florida, contains blanket conditions that affects the subject property.  
Item # 8.— Intentionally deleted.  
Item # 9.— The following facts as described by survey prepared by Hadonne Corp., dated October 5, 2009 under Job No. 09091:  
a) 35' zoned right-of-way as shown on the survey running North/South along the Eastern boundary of Tract 60, affects the Subject Property as shown on the Map of Survey.  
**SECTION 6) CLIENT INFORMATION:**  
This Boundary Survey was prepared at the insistence of and certified to:  
The City of Doral, a Florida Municipal Corporation;  
Southern Commerce Park at Doral, LLC, a Florida limited liability company  
Sheleman Law P.A.  
Stevens Weaver Miller Weissler Alhadeff & Sitterson, P.A.; and  
Chicago Title Insurance Company  
**SECTION 7) SURVEYORS CERTIFICATE:**  
I hereby certify that this "Boundary Survey" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Boundary Survey" meets the intent of the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 5J-17-05 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.  
HADONNE Corp., a Florida Corporation  
Florida Certificate of Authorization Number LB7097  
Job No: 09091  
Drawn: M.J.L.  
Checked: J.S.  
Scale: 1" = 50'  
Field Book: FIELD  
1/1



**HADONNE**  
CORP.  
LEB7097

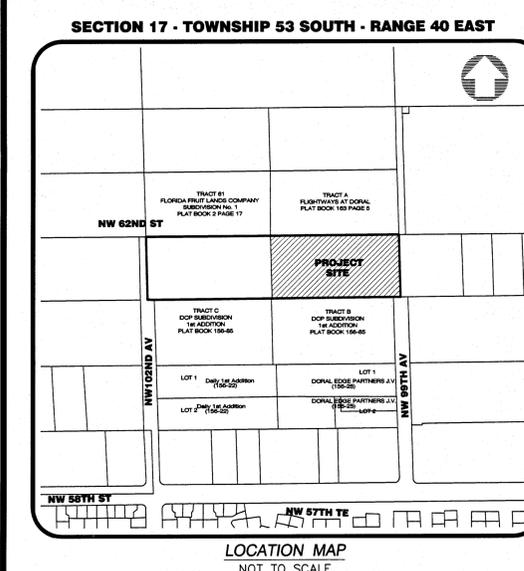
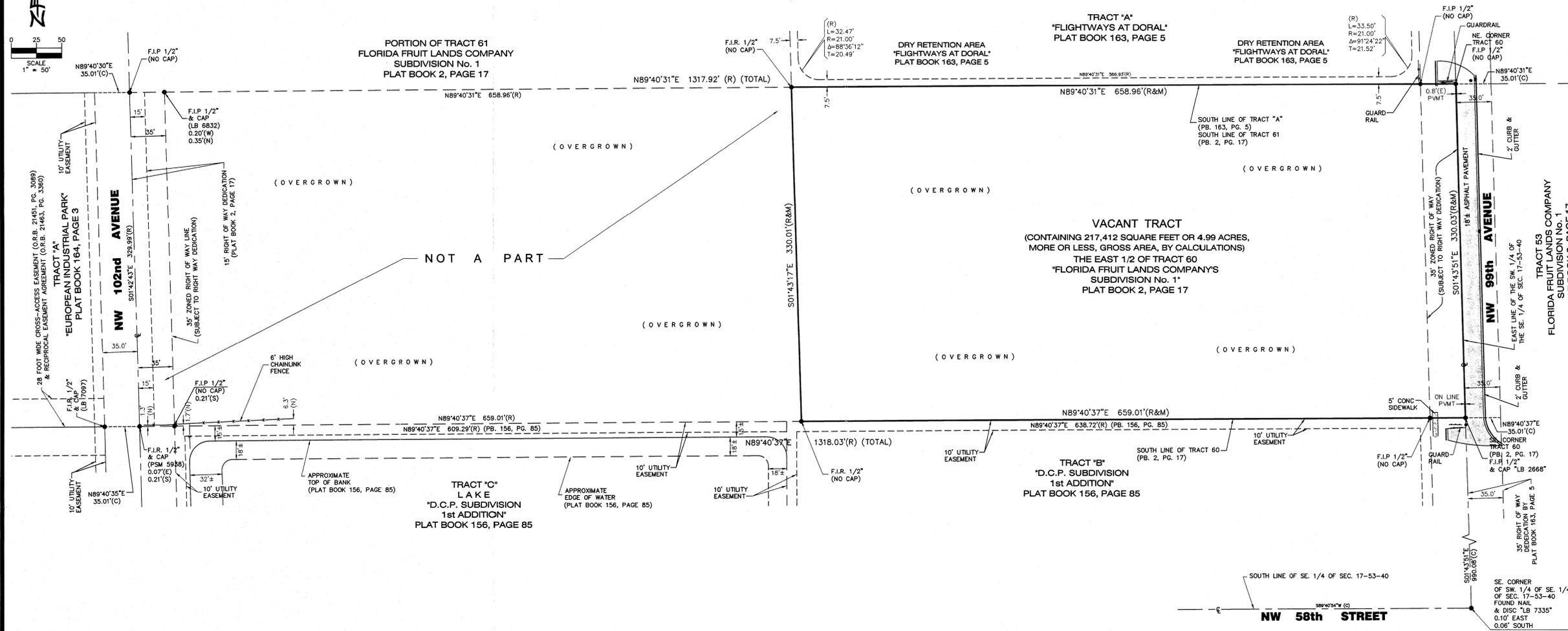
PROFESSIONAL LAND SURVEYORS AND MAPPERS  
1985 NW 88th Court, Suite 202, Doral, Florida, 33172  
phone: 305.266.1188 fax: 305.207.6845 www.hadonne.com

MAP OF BOUNDARY SURVEY  
for  
CITY OF DORAL  
of  
NW 60th STREET AND NW 99th AVENUE, DORAL, FLORIDA

Z:\09091 NW 60th Street between 99 Ave and 102 Ave.dwg 08-12-10.dwg 3/5/2011 4:34:06 PM EST

# MAP OF BOUNDARY SURVEY

A PORTION OF TRACT 60 OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", LYING IN THE THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 53 SOUTH, RANGE 40 EAST, CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 17, MIAMI-DADE COUNTY RECORDS.



### LEGEND

DRWY.	= DRIVEWAY	S.I.R.	= SET IRON REBAR
U.P.	= UTILITY POLE	P.O.C.	= POINT OF COMMENCEMENT
B.O.B.	= BASIS OF BEARINGS	F.N.	= FOUND NAIL
A/C	= AIR CONDITIONING PAD	P.T.	= POINT OF TANGENCY
BLDG.	= BUILDING	E.N.C.	= ENCROACHMENT
C.B.	= CATCH BASIN	F.H.	= FIRE HYDRANT
C.B.S.	= CONCRETE BLOCK STRUCTURE	F.I.P.	= FOUND IRON PIPE
CA	= CHORD DISTANCE	F.I.R.	= FOUND IRON REBAR
C	= CENTER LINE	L.F.E.	= LOWEST FLOOR ELEVATION
(C)	= CLEAR	(M)	= MEASURED VALUE
CL	= CENTER LINE	(R)	= RECORD VALUE
CONC.	= CONCRETE	OL	= OVERHEAD UTILITY LINE
P.R.C.	= POINT OF REVERSE CURVE	P.I.	= POINT OF INTERSECTION
P.C.	= POINT OF CURVATURE	W.F.	= WOOD FENCE
F.N.D.	= FOUND NAIL/DISK	U.L.	= UTILITY LINE
P.C.C.	= POINT OF COMPOUND CURVE	W.F.	= WOOD FENCE
M.V.	= MOVEMENT LINE	W.F.	= WOOD FENCE
N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM	W.F.	= WOOD FENCE
O.E.	= OVERHEAD ELECTRIC LINE	W.F.	= WOOD FENCE
PLAT BOOK	= PLAT BOOK	W.F.	= WOOD FENCE
P.C.P.	= PERMANENT CONTROL POINT	W.F.	= WOOD FENCE
P.G.	= PAGE	W.F.	= WOOD FENCE
P.O.B.	= POINT OF BEGINNING	W.F.	= WOOD FENCE
P/L	= PROPERTY LINE	W.F.	= WOOD FENCE
N.T.S.	= NOT TO SCALE	W.F.	= WOOD FENCE
CA	= CATCH BASIN	W.F.	= WOOD FENCE
SE	= SANITARY SEWER	W.F.	= WOOD FENCE
W.V.	= WATER VALVE	W.F.	= WOOD FENCE
W.P.	= WATER METER	W.F.	= WOOD FENCE
F.F.E.	= FINISH FLOOR ELEVATION	W.F.	= WOOD FENCE

### SURVEYOR'S NOTES:

**SECTION 1) DATE OF FIELD SURVEY:**  
1. The date of completion of original field Survey was on October 5, 2009.

**SECTION 2) LEGAL DESCRIPTION:**  
The East 1/2 of Tract 60 of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", according to the plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Dade County Florida; said property situated in Section 17, Township 53 South, Range 40 East, Miami Dade County, Florida.  
Containing 217,412 square feet, 4.99 acres, more or less, by calculations.  
Property Address: NW 60th Street and NW 99th Avenue, Doral, Florida, 33178.  
Folio No.: 35-3017-001-0610 (All of Tract 60)

**SECTION 3) ACCURACY:**  
The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds the Minimum Technical Standards requirement for Commercial/High Risk area (Linear: 1 foot in 10,000 feet) as defined in Rule 54-17-05, Florida Administrative Code.  
Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.  
This Map of Survey is intended to be displayed at a scale of One inch equals Fifty feet or smaller.

**SECTION 4) SOURCES OF DATA:**  
North arrow direction is based on an assumed Meridian.  
Bearings as shown hereon are based upon the North Boundary line of the subject site with an assumed bearing of N89°40'31"E, said line to be considered a well established and monumented line.  
This property appears to be located in Flood Zone "X" and Flood Zone "AH" with a Base Flood Elevation of 5.0 Feet for "AH", as per Federal Emergency Management Agency (FEMA) Community-Panel Number 120041 (City of Doral), Map No. 0278, Suffix L, FIRM Index Revised Date: September 11, 2009.  
Legal Description was furnished by client.

Plat of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", recorded in Plat Book 2, Page 17 of the Public Records of Miami-Dade County, Florida.  
Plat of "EUROPEAN INDUSTRIAL PARK", recorded in Plat Book 164, Page 3 of the Public Records of Miami-Dade County, Florida.  
Plat of "CARLOS & CARLOS INDUSTRIAL PARK", recorded in Plat Book 163, Page 59 of the Public Records of Miami-Dade County, Florida.  
Plat of "FLIGHTWAYS AT DORAL", recorded in Plat Book 163, Page 5 of the Public Records of Miami-Dade County, Florida.  
Plat of "FLIGHTWAYS SUBDIVISION", recorded in Plat Book 159, Page 76 of the Public Records of Miami-Dade County, Florida.  
Plat of "EUROPEAN INDUSTRIAL PARK", recorded in Plat Book 164, Page 3 of the Public Records of Miami-Dade County, Florida.  
Plat of "D.C.P. FIRST ADDITION", recorded in Plat Book 156, Page 85 of the Public Records of Miami-Dade County, Florida.  
Plat of "A + MINI STORAGE DORAL", recorded in Plat Book 155, Page 12 of the Public Records of Miami-Dade County, Florida.  
Plat of "DORAL EDGE PARTNERS J.V.", recorded in Plat Book 156, Page 25 of the Public Records of Miami-Dade County, Florida.  
Plat of "DAILY FIRST ADDITION", recorded in Plat Book 156, Page 22 of the Public Records of Miami-Dade County, Florida.  
Plat of "DAILY SUBDIVISION", recorded in Plat Book 155, Page 6 of the Public Records of Miami-Dade County, Florida.

**SECTION 5) LIMITATIONS:**  
Since no other information were furnished other than that is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Miami-Dade County, Florida.  
The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual that may appear on the Public Records of this County.  
No excavation or determination was made as to how the Subject Property is served by utilities.  
No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.

**SECTION 6) COMMITMENT FOR TITLE INSURANCE, SCHEDULE B, SECTION 2 EXCEPTIONS COMMENTS:**  
Subject To:  
The exceptions of Schedule B, Section 2 of the Revision D of the Commitment for Title Insurance, prepared by Chicago Title Insurance Company, Order Number 3197218 with an effective date of February 15, 2011 at 11:00 PM, furnished to the Undersigned Professional Surveyor and Mapper to show any matter of records affecting the subject property as following:  
Items # 1 through # 5, inclusive, contain general conditions that have been addressed on this Survey Map or falls outside the purview of the Land Surveying profession.  
Item # 6.- Intentionally deleted.  
Item # 7.- Terms and conditions contained in the Environmental Resource Permit Notice, recorded July 10, 2008 in Official Records Book 26471, Page 2196, of the Public Records of Miami-Dade County Florida, contains blanket conditions that affects the subject property.  
Item # 8.- Intentionally deleted.  
Item # 9.- The following facts as described by survey prepared by Hadonne Corp., dated October 5, 2009 under Job No. 09091:  
a) 35' zoned right-of-way as shown on the survey running North/South along the Eastern boundary of Tract 60, affects the Subject Property as shown on the Map of Survey.

**SECTION 6) CLIENT INFORMATION:**  
This Boundary Survey was prepared at the insistence of and certified to:  
**The City of Doral, a Florida Municipal Corporation;**  
**Southern Commerce Park at Doral, LLC, a Florida limited liability company**  
**Sheplem Law, P.A.**  
**Stearns Weaver Miller Weissler Alhadeff & Stittson, P.A.; and**  
**Chicago Title Insurance Company**

**SECTION 7) SURVEYORS CERTIFICATE:**  
I hereby certify that this "Boundary Survey" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Boundary Survey" meets the intent of the applicable provisions of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 54-17-05 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

**HADONNE Corp.**, a Florida Corporation  
Florida Certificate of Authorization Number LB7097  
*Eduardo M. Suarez, PSM*  
By: *Eduardo M. Suarez, PSM* Signature Date: 03/03/11  
Registered Surveyor and Mapper 156313  
State of Florida

**NOTICE:** Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.



**HADONNE**  
CORP.  
PROFESSIONAL LAND SURVEYORS AND MAPPERS  
1985 NW 88th Court, Suite 202, Doral, Florida, 33172  
phone: 305.266.1188 fax: 305.207.6845 www.hadonne.com

MAP OF BOUNDARY SURVEY  
for  
CITY OF DORAL  
of  
NW 60th STREET AND NW 99th AVENUE, DORAL, FLORIDA

REVISIONS	
1-	08-02-10 RECERTIFICATION
2-	08-05-10 RECERTIFICATION
3-	08-12-10 UPDATE SURVEY
4-	03-03-11 UPDATE SEC. 6
5-	
6-	
7-	
8-	
9-	
10-	
11-	
12-	
13-	
14-	
15-	
16-	
17-	
18-	
19-	
Job No:	09091
Drawn:	MJL
Checked:	JS
Scale:	1" = 50'
Field Book:	FIELD
	1/1

Z:\\_09091 NW 60th Street between 99 Ave and 102 Ave.dwg\09091 Partition Tract 60 Update 08-12-10.dwg 3/3/2011 4:34:06 PM EST



**EVERGLADES**  
MITIGATION BANK

November 22, 2010

William Garcia  
Southern Commerce Park at Doral, LLC  
2900 SW 128th Street, Suite 200  
Miami, FL 33186

**Re: Everglades Mitigation Bank Credit Reservation:  
U.S. Army Corps of Engineers # SAJ-2007-02674 (IP-INS)  
Miami-Dade County Department of Resources Management # FW05-092  
South Florida Water Management District # 070227-8**

Dear Mr. Garcia:

Please be advised that the Everglades Mitigation Bank (the "EMB") has reserved the 4.42 Freshwater Forested mitigation credits necessary to offset the unavoidable wetland impact for the above referenced project. Phase II of the EMB has a signed Mitigation Banking Instrument acknowledged by both FDEP and USACE and sufficient credits are currently available on the EMB ledger to offset the proposed impacts. The EMB acknowledges receiving payment in full for the above referenced credits.

Please contact me at 561-694-6388 for any additional information or questions regarding this matter.

Regards,

Joseph R. Sicbaldi  
Everglades Mitigation Bank





Founded by Congress as the national  
charitable partner of America's National Parks

November 22, 2010

Mr. Gerardo Aguirre  
Southern Commerce Park at Doral, LLC  
12900 SW 128<sup>th</sup> Street, Suite 200  
Miami, FL 33186

Dear Mr. Aguirre:

Please let this letter serve as receipt of \$106,224.24 for a total of 2.31 acres of restoration credits from the 'Hole-in-the-Donut' wetland restoration and mitigation program at Everglades National Park. The project name is **Southern Commerce Park at Doral, LLC**; USACOE Permit #1993-01691; FDEP Permit #132416479.

We received both checks, Monday, November 22, 2010. The second check was for a \$100 processing fee at the National Park Foundation. This receipt being sent in advance of the check clearing the Foundation's bank and is contingent on the check clearing.

*Please sign in the space provided at the bottom to acknowledge receipt and return in the stamped envelope provided. You can call me at (202) 354-6485 if you have any questions.*

Sincerely,

Brian P. Shannon  
Director, Accounting

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

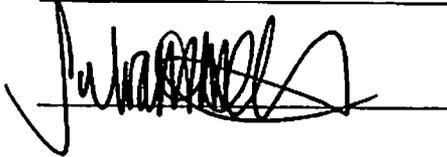
cc: Jonathan Taylor (Jonathan\_E\_Taylor@nps.gov), Everglades National Park (through scan;  
email) Yolanda Hernandez (yhernandez@shcommunities.com)



MIAMI - DADE COUNTY DEPARTMENT OF ENVIRONMENTAL  
 RESOURCES MANAGEMENT (DERM)  
 701 NW 1<sup>st</sup> Court, 6<sup>th</sup> Floor  
 Miami, Florida 33136  
 Phone: 305-372-6585 Fax: 305-372-6479

**CLASS IV WETLAND PERMIT**

**\*\*\*\*\*THIS PERMIT MUST BE KEPT ON SITE\*\*\*\*\*  
 DURING ALL PHASES OF CONSTRUCTION**

PERMIT NO. FW10-029  
 ISSUE DATE: December 7, 2010 EXPIRATION DATE: December 7, 2012  
 ISSUED BY: Julia M. Millet SIGNATURE: 

PERMITTEE NAME: Southern Commerce Park at Doral  
 PROJECT LOCATION: NW corner of NW 60<sup>th</sup> Street and NW 98<sup>th</sup> Avenue  
 FOLIO: 35-3017-001-0610  
 WETLAND BASIN: East Turnpike Wetlands Basin

**PROPOSED WORK**

This permit authorizes the filling of 9.86 acres of wetlands for the development of a business park, specifically the filling of an 8.26-acre fill pad and a 1.60-acre lake excavation.

ENGINEER OF RECORD: Ricardo Herrera, PE # 45986  
 Develotec, Inc.  
 7194 SW 47<sup>th</sup> Street  
 Miami, FL 33155  
 (305) 663-9650  
 PLANS ENTITLED: "Doral Commerce Park Paving, Grading and Drainage Plan"  
 DATE SIGNED AND SEALED: April 11, 2002

All work shall be performed in accordance with the above referenced plans and in accordance with the attached specific and general permit conditions.

**PERMITEE**

(Name, Address, & Telephone)

Hector Garcia, Manager of Southern Commerce  
Park at Doral  
12895 SW 132<sup>nd</sup> St. Ste. 200  
Miami, FL 33186  
(305) 971-0102

**PERMIT AGENT**

(Name, Address, Telephone, & License #)

Rainer Schael, RS Environmental Consulting  
PO Box 161158  
Miami, FL 33116-1158  
(305) 383-3404

PERFORMANCE BOND AMOUNT:           N/A          

MITIGATION BOND AMOUNT:           N/A          

TOTAL AMOUNT OF BONDS REQUIRED:           N/A          

TRUST FUND CONTRIBUTION AMOUNT:           N/A          

PRE-WORK CONFERENCE REQUIRED  YES  NO

TO ARRANGE A PRE-CONSTRUCTION CONFERENCE OR TO SCHEDULE A FINAL INSPECTION, PLEASE CONTACT THE DERM WETLAND REGULATORY SECTION AT (305) 372-6585, OR BY FACSIMILE AT (305) 372-6479

UNLESS OTHERWISE EXEMPTED BY DERM, RECORD DRAWINGS (AS-BUILTS PLANS) MAY BE REQUIRED TO BE SUBMITTED TO DERM WITHIN THIRTY (30) DAYS OF PROJECT COMPLETION.

APPLICATION FEE:           \$2977.00           PERMIT FEE:           \$1999.00          

APPLICATION FEE DATE:           9-14-10           PERMIT FEE DATE:           12-3-10          

**AGENCIES OTHER THAN DERM FROM WHICH APPROVAL MAY BE NECESSARY:**

1. Local Municipality (structural, zoning, building)
2. Miami-Dade County Building Department (if located in unincorporated Miami-Dade County)
3. South Florida Water Management District (SFWMD)
4. Florida Department of Environmental Protection (FDEP),
5. U.S. Army Corps of Engineers (ACOE)

REVIEWED BY:           Michael Spill            
Wetland Resources Section

It is the Permittee's responsibility to ensure that all other regulatory or proprietary permits and/or authorizations are obtained prior to commencement of work.

### **SPECIAL CONDITIONS**

1. The maximum area of wetlands on the property that that may be impacted under this Permit is 9.86 acres, specifically 8.26 acres of fill and 1.60 acres for a lake excavation. **NO ADDITIONAL FILL OR EXCAVATION BEYOND THE LIMITS OF THIS AREA IS AUTHORIZED UNDER THIS PERMIT.**
2. The Permittee is mitigating for the ecological impacts related to the loss of wetland habitat through off-site mitigation by purchasing 4.42 credits in the Everglades Mitigation Bank (EMB). The wetland restoration project carried out by the Florida Power & Light Company (FPL) has enhanced property in the South Dade Wetland Basin by removing exotic vegetation, replanting with native species, restoring filled areas to natural grade, and the implementation of a fire management program. The Permittee purchased the 4.42 credits on November 22, 2010.
3. Within sixty (60) days of the issuance of this Permit, a Covenant Running with the Land in favor of Miami-Dade County binding present and future owners must be executed and submitted to the Water Control Section, to reserve a minimum lake area of 0.80 acres, designated as surface water management area.
4. Within ninety (90) days of completion of the filling and lake excavation, a berm must be constructed with a minimum elevation of +8.05 feet NGVD along the property lines with equivalent grading to match the required berm elevation at all roadway entrances, as per the Water Control Section of DERM.
5. A Class II Permit issued by DERM must be obtained before construction of the proposed surface water management system, or final plat approval, as per the Water Control Section of DERM
6. This Permit is good for a period of two (2) years. As provided by Section 24-48.9(2)(b) of the Code of Miami-Dade County, Florida, the permit holder shall submit a written request for an extension of time from the Miami-Dade County Department of Environmental Resource Management (DERM) at least thirty (30) days prior to the expiration date of this permit. Applications for extensions of time must be filed in accordance with Section 24-48.9(2)(b) of the Code or they will be returned to the Permittee.
7. Any deviation from the approved plans for this project shall be submitted in writing to, and approved by, DERM prior to the commencement of this project. The contractor and the Permittee shall take whatever remedial action is necessary to bring the project into compliance with the Permit Conditions and approved plans upon determination by DERM that the project is not in compliance with such.

## **GENERAL CONDITIONS**

1. The fill material shall consist of clean fill (soil, rock, sand, marl, clay, stone and concrete rubble). No trash, garbage, wood, asphalt, roofing materials, tires, metals, cleared vegetation, building debris, or similar materials are allowed to be used as fill. Evidence that improper fill material has been used shall result in the initiation of enforcement action by DERM against the Permittee. Failure of the Permittee to cease and desist the improper fill violation after receiving written Notice by DERM or to fully correct the violation within the time frames specified by DERM's written Notice may result in the revocation of this permit.
2. The Permittee must comply with the terms and conditions of this permit. The Permittee is not relieved of this requirement if the permitted activity is abandoned. However, the Permittee may make a good-faith transfer in compliance with General Condition 6 below.
3. The Permittee shall comply with the provisions of Chapter 16A of the Code to preserve known and potential archeological resources in the area that are subject to this permit.
4. It is a violation of the Code to perform any work authorized pursuant to this Permit if the Permittee(s) sell or otherwise transfer ownership of the property unless DERM has approved an Application for Transfer. An Application for Transfer may be filed with DERM at any time prior to the transfer of property ownership and, for a limited time, after the transfer of property ownership and must be signed by both the proposed transferee and transferor. Applications for Transfer shall be filed in the form prescribed by DERM and shall not be processed if the filed Application for Transfer is not fully complete in all respects pursuant to Section 24-48.18 of the Code within 120 days of the date of transfer of property ownership. In addition to the aforementioned requirements, an Application for Transfer of this Permit shall be filed with DERM not later than 90 days prior to the expiration date of this Permit, and the project shall be in compliance with all the restrictions, limitations, and conditions of this Permit and any related covenants at the time of submittal of the Application for Transfer and continuously throughout the time period during which the application is being processed.
5. The Permittee must allow DERM representatives to inspect the authorized activity during normal business hours to ensure that the work authorized through this permit is being, or has been, accomplished in accordance with the terms and conditions of this permit.
6. All of the plans and documents referenced on page 1 of this permit are a part of the conditions of this permit. In case of conflict between any of these approved plans, between these plans and any condition of this permit, a determination as to which plan or condition will be followed will be made by DERM. However, this condition shall not be used to limit the Department's ability to enforce the provisions of Chapter 24 of the Code.
7. This permit only authorizes the work described in page 1 under PROPOSED WORK. Any additional work in, on, over or upon wetlands at, near or in the vicinity of the subject property shall require additional Class IV Wetland Permit approval.
8. DERM shall be notified no later than forty-eight (48) hours and no earlier than five (5) days prior to the commencement of the work authorized by this permit, unless otherwise noted herein. The Permittee and/or contractor may notify DERM by calling (305) 372-6585 or by submitting the attached Notice of Commencement of Construction via hand delivery, U.S. Mail, or facsimile at (305) 372-6479.
9. No soil, vehicles or heavy equipment, fill, building materials, construction debris, dead vegetation, waste or any other materials shall be placed, stored, or deposited in any undisturbed, un-permitted wetland areas on or adjacent to the subject property permitted by this Class IV Wetland Permit. All construction personnel shall be shown the location(s) of all wetland areas outside of the permitted work area to prevent encroachment from heavy equipment into these areas.

10. All contractors performing work authorized by this permit shall hold an applicable certificate of competency and shall be licensed in Miami-Dade County and/or the State of Florida.
11. The subject property is located in an area subject to frequent and regular flooding. The Permittee is advised that, at this time, Miami-Dade County has no plans to provide additional flood protection or drainage in this area. The issuance of this Class IV Wetland Permit authorizes the Permittee to undertake work in, on or upon wetlands on the project site, but it does not constitute an acknowledgment that the project will comply with the regulatory requirements for flood protection established by Miami-Dade County through the issuance of a Class II Permit or by the South Florida Water Management District through the issuance of a Management and Storage of Surface Water Construction Permit.
12. Turbidity controls (such as, but not limited to, turbidity curtains) shall be implemented whenever visible plumes are present to ensure compliance with the water quality standards stipulated in Section 24-42 (3), of the Code of Miami-Dade County. Turbidity controls shall be employed and maintained in the most effective manner possible to prevent turbidity from extending beyond the control mechanism in place.
13. Turbidity may not exceed twenty-nine (29) Nephelometric Turbidity Units (NTU's) above background within adjacent wetlands or surrounding surface waters. If the turbidity levels exceed the above standard, all construction shall stop and additional turbidity controls shall be implemented. Work shall not resume until the contractor has implemented adequate turbidity control methods and has received authorization from DERM to recommence work. At DERM's discretion, turbidity samples may be required and shall be collected in accordance with Section 24-44.2(3), of the Code of Miami-Dade County, or as specified by DERM, and the results sent directly to the DERM Project Manager on a weekly basis.
14. The Permittee shall not plant any of the following listed exotic species or any of the species found within the Florida Exotic Pest Plant Council's (FLEPPC) Category 1 and Category 2 list of invasive exotic plants in or on the permitted area. If any of the following listed exotic species currently exist on the permitted area, the Permittee shall remove them prior to development or within sixty (60) days of the issuance of this Permit, whichever is less, in accordance with methods approved by DERM. In addition, their sale, propagation, planting, importation or transportation is prohibited.

- |  |   |
|--|---|
| A. <i>Melaleuca quinquenervia</i> (Punk Tree)              | R. <i>Ficus microcarpa</i> (laurel fig)         |
| B. <i>Casuarina</i> spp. (Australian Pines)                | S. <i>Flacourtia indica</i> (governor's plum)   |
| C. <i>Schinus terebinthifolius</i> (Brazilian Pepper)      | T. <i>Hibiscus tiliaceus</i> (mahoe)            |
| D. <i>Bischofia javanica</i> (Bishopwood)                  | U. <i>Dalbergia sisoo</i> (sissoo)              |
| E. <i>Ricinus communis</i> (Castor Bean)                   | V. <i>Colubrina asiatica</i> (lather leaf)      |
| F. <i>Ardisia elliptica</i> (humilis) (Shoebuttan Ardisia) | W. <i>Leucaena leucocephala</i> (lead tree)     |
| G. <i>Cestrum diurnum</i> (Day Jasmine)                    | X. <i>Mimosa pigra</i> (catclaw mimosa)         |
| H. <i>Cupaniopsis anacardioides</i> (Carrotwood)           | Y. <i>Merremia tuberosa</i> (wood rose)         |
| I. <i>Acacia auriculiformis</i> (earleaf acacia)           | Z. <i>Neyraudia reynaudiana</i> (cane grass)    |
| J. <i>Adenanthera pavonia</i> (red sandlewood)             | AA. <i>Schefflera actinophylla</i> (schefflera) |
| K. <i>Albizia lebeck</i> (woman's tongue)                  | BB. <i>Solanum viarum</i> (tropical soda apple) |
| L. <i>Jasminum fluminense</i> (jasmine)                    | CC. <i>Thespesia populnea</i> (seaside mahoe)   |
| M. <i>Jasminum dichotomum</i> (gold coast jasmine)         |   |
| N. <i>Ficus altissima</i> (banyan tree)                    |   |
| O. <i>Ficus bengalensis</i>                                |   |
| P. <i>Ficus benamina</i> (weeping fig)                     |   |
| Q. <i>Ficus elastica</i> (Indian rubber tree)              |   |

15. This Permit does not authorize residential use of the property or the placement of a trailer on the property. Separate approval from the Miami-Dade County Department of Planning and Zoning, (305) 375-2500, is required for these uses.

16. This permit does not authorize any person to construct, operate or maintain an on-site domestic well system and other water supply wells.
17. No structure requiring the installation of a septic tank shall be placed on the subject property unless authorized in writing by the Environmental Quality Control Board and the State of Florida Department of Health at (305) 623-3574.
18. Should any other regulatory agency require modifications to the permitted area, the Permittee shall notify DERM in writing of the changes prior to implementation so that a determination can be made as to whether a permit modification is required.
19. The Permittee shall immediately notify DERM in writing of any previously submitted information that is later discovered to be inaccurate.
20. This Class IV Permit does not authorize any dewatering activities on the subject property. A separate Class V Permit from the Miami-Dade County DERM Water Control Section, (305)372-6681, is required for this activity.
21. Failure to comply with the General or Special Conditions contained in this Class IV Wetland Permit may result in revocation of the Permit.

DEPARTMENT OF ENVIRONMENTAL  
RESOURCES MANAGEMENT  
701 NW 1<sup>st</sup> Court, 6<sup>th</sup> Floor  
Miami, Florida 33136  
Phone: 305-372-6585 Fax: 305-372-6479

**NOTICE OF COMMENCEMENT OF CONSTRUCTION**

**PERMIT NO.:** FW10-029 \_\_\_\_\_

**PERMITTEE'S NAME:** Southern Commerce Park at Doral \_\_\_\_\_

**PROJECT LOCATION:** NW 60<sup>th</sup> St and NW 98<sup>th</sup> Ave \_\_\_\_\_

**PERMIT ISSUANCE DATE:** \_\_\_\_\_

**DATE OF COMMENCEMENT:** \_\_\_\_\_

**ANTICIPATED DATE OF COMPLETION:** \_\_\_\_\_

**COMMENTS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRANS FLORIDA DEVELOPMENT CORP.**

13960 S.W. 144<sup>TH</sup> AVENUE ROAD

MIAMI, FLORIDA 33186

TEL: 305-378-2323 FAX: 305-378-6161

**RELEASE OF LIEN  
FINAL PAYMENT**

Know all men by these presents, that the undersigned, in consideration of the payment in the sum of \$10.00 the receipt of which is hereby acknowledged, and other valuable consideration and benefits to the undersigned accruing, and in order to induce the making of a loan, or loans, on the real estate hereinafter described, release and quit claim in favor of the owner(s) and each and every party making a loan of said hereinafter described real estate. And their successors and assigns, all liens, lien rights, claims or demands of every kind whatsoever, which the undersigned now has or may hereafter have against that certain real estate the improvements thereon situated in Miami-Dade County Florida and legally described as:

**DORAL PUBLIC WORKS FACILITY**

Thus, the following are all of the items of service or materials listed below, or otherwise which the undersigned or the firm, partnership, or corporation represented by the undersigned, furnished in connection with the construction of improvements upon the above described premises to wit:

The undersigned warrants that no assignment of said liens or claims, nor the right to perfect a lien against said real estate has or will be made and that the undersigned has the right to execute this waiver and release, and that all laborers employed by the undersigned and all bills for materials and supplies furnished by others to the undersigned in connection with the construction of improvements upon the aforesaid premises have been fully paid, and that no chattel mortgage, conditional bill of sale, or retention of title agreement has been executed by the undersigned covering any part of the improvements on said premises. In witness Whereof, I/We have executed this instrument (under seal) this 15 day of February 2011.

In Witness Whereof I/We have executed this instrument this 2-15-11

Company Name: **TRANS FLORIDA DEVELOPMENT CORP.**  
13960 S.W. 144 AVENUE ROAD  
MIAMI, FL 33186

Signature: [Handwritten Signature]  
(Please Sign)

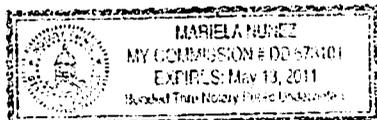
Official Title: PRESIDENT  
(Print or Type)

Name: Aguilino Nelo  
(Print or Type)

STATE OF FLORIDA.  
COUNTY OF Miami-Dade

Before me, a Notary Public personally appeared Aguilino Nelo who did acknowledge before me that they executed the foregoing Release of Lien for the uses and purposes therein set forth. In Witness Whereof, I have hereunto set my hand and official seal at Miami Dade, Florida this 15 day of February, 2011

My commission Expires:



[Handwritten Signature]  
Notary Public, State of Florida

240202  
A  
12/9/10



**BUILDING DEPARTMENT  
PERMIT APPLICATION  
6180 NW 99 AVE**

Process Number: **D2010-05710**  
Application Date: **Thu 12/9/2010 11:03:45 AM**  
Expiration Date: **Tue 6/7/2011 12:00:00 AM**  
Permit Type: Master Permit (Primary)  
Processing Mode: Drop-off  
Trade: Building  
Cycle: Original  
Use of property: Commercial  
Scope of Work: New  
Type of Improvement: Land Clearing  
Description of Work: Land clearing and soil improvement for half of the property.  
Area/Length: 5(acre)  
Contractor Estimate: 300000  
No. of Units: 0  
Project Name: Doral Commerce Park  
Notes:

**COUNTY INFORMATION**  
Based on county records received on 07/14/2008  
Tax Folio: 35-3017-001-0610  
Owner on database: SOUTHERN COMMERCIAL DORAL LLC

**BUILDING DEPARTMENT**  
8300 Northwest 53 Street, Suite 200 Doral, Florida 33166  
Tel. 305-593-6700 Monday - Friday Hours: 8:00 a.m. - 2:00 p.m.

Walk-Through hours for plan processing is: 8:00 a.m. - 10:00 a.m. Only for minor residential / commercial work  
All other must be dropped-off.

**IMPORTANT NOTICE: APPLICATIONS BECOME NULL & VOID IF PERMIT IS NOT ISSUED WITHIN 6 MONTHS OF THE DATE OF APPLICATION.**

<http://building.cityofdoral-fl.gov/bdis/ecity>  
Plans processing may be viewed on our website.