

21005PG3020

This instrument was prepared under
the supervision of:

Name: Juan J. Mayol, Jr., Esq.
Address: Akerman Senterfitt & Eidson
One Southeast Third Avenue, 28th Floor
Miami, Florida 33131

03R084420 2003 FEB 07 10:51

(Space Reserved for Clerk of the Court)

PLANNED AREA DEVELOPMENT AGREEMENT

WHEREAS, the undersigned ("the Owner") holds fee simple title to that certain 48.11± acre parcel of land located east and west of SW 117th Avenue, north of SW 240th Street, in unincorporated Miami-Dade County, and which is legally described in the Exhibit "A," attached hereto (the "Property"); and

WHEREAS, the Owner has filed Application No. 01-333 (the "Application") with Miami-Dade County, for the approval of a Planned Area Development District ("PAD"), pursuant to Article XXXIIID of the Miami-Dade County Code (the "Code"); and

WHEREAS, Section 33-284.26 of the Code requires the Owner to submit to the Department of Planning and Zoning a recordable agreement guaranteeing the development of the Property in accordance with promises made in the written and graphic documents as approved by the Community Zoning Appeals Board.

NOW, THEREFORE, in order to assure Miami-Dade County that the representations made by the Owner during consideration of the Application will be abided by freely, voluntarily, and without duress, the Owner makes the following Declaration of Restrictions covering and running with the Property:

1. **Site Plan.** The Property shall be developed substantially in accordance with the plans entitled "Summerville", as prepared by Jarosz, Rosello & Balboa Architecture & Town Planning, dated stamped received July 15, 2002, and consisting of twenty-two (22) sheets, including cover sheet, and the landscape plans entitled, "Proposed 60 Acre P.A.D.," as prepared by Witkin Design Group, dated 7/9/02, and consisting of five (5) sheets (collectively, the "Plans"), as may be modified at the public hearing on the Application.

2. **Residential Density Restriction.** The maximum number of dwelling units on the Property shall be two hundred sixty-seven (267) units, consisting of one hundred fifty-six (156) detached units and one hundred eleven (111) attached units.

3. **Development Schedule.** Development of the Property is projected to commence no later than June 2003.

4. **Additional Quantitative Data.**

A. **Total number of bedrooms.** The total number of bedrooms on the Property shall not exceed 935.

B. **Total Building Coverage.** The total area of building coverage for the Property shall not exceed 474,976 square feet, or 22.67% of the Property.

C. **Open Space.** The total area of common open space for the Property shall be in accordance with Section 33-284.27 (I) of the Code of Miami-Dade County, as may be amended from time to time. The private open space for each unit shall be in accordance with Section 33-284.27 (K) of the Code of Miami-Dade County, as may be amended from time to time.

D. **Residential Density.** The maximum density on the Property shall be 5.55 units per gross acre.

E. **Green Space.** The total green space on the Property, including Park Tracts, Bowers, and Sidewalks shall be 21.19 acres.

- F. **Public Roads.** The roadways within the proposed PAD shall be public roadways. The area of pavement shall be 8.03 acres.
- G. **Population Projection.** The estimated population projection resulting from the development of the Property is 935 people, based on an average of 3.5 persons per dwelling unit.

5. **Types of Dwelling Units.** The Owner agrees that the Property shall be developed with ten (10) types of dwelling units: Type I, Type IIA, Type IIB, Type IIIA, Type IIIB, Type IVA, Type IVB, Type V, Type VIA, Type VIB. The development criteria for each type of dwelling unit is set forth below:

- A. **Type I (Large House).** The proposed interior gross area is 2,500 s.f.; the minimum unit private open space shall be 3,125 s.f.; the maximum lot coverage shall be 1,896 s.f.; the minimum lot area shall be 44,325 s.f.
- B. **Type IIA (Park House).** The proposed interior gross area is 2,450 s.f.; the minimum unit private open space shall be 3,062 s.f.; the maximum lot coverage shall be 1,780 s.f.; the minimum lot area shall be 4,140 s.f.
- C. **Type IIB (Park House).** The proposed interior gross area is 3,020 s.f.; the minimum unit private open space shall be 3,775 s.f.; the maximum lot coverage shall be 1,740 s.f.; the minimum lot area shall be 5,040 s.f.
- D. **Type IIIA (Large Courtyard House).** The proposed interior gross area is 2,950 s.f.; the minimum unit private open space shall be 1,770 s.f.; the maximum lot coverage shall be 2,430 s.f.; the minimum lot area shall be 4,140 s.f.
- E. **Type IIIB (Small Courtyard House).** The proposed unit interior gross area is 2,485 s.f.; the minimum unit private open space shall be 1,491 s.f.; the maximum lot coverage shall be 1,904 s.f.; the minimum lot square footage shall be 3,150 s.f.
- F. **Type IVA (Large Sideyard House).** The proposed unit interior gross area is 2,800 s.f.; the minimum unit private open space shall be 3,500 s.f.; the maximum lot coverage shall be 2,135 s.f.; the minimum lot area shall be 5,040 s.f.
- G. **Type IVB (Small Sideyard House).** The proposed unit interior gross area is 2,665 s.f.; the minimum unit private open space shall be 3,020 s.f.;

the maximum lot coverage shall be 1,725 s.f.; the minimum lot area shall be 4,050 s.f.

H. Type V (Small House).

70' - 76' Lot Depth: The proposed unit interior gross area is 2,022 s.f.; the minimum unit private open space shall be 2,750 s.f.; the maximum lot coverage shall be 1,236 s.f.; the minimum lot area shall be 3,150 s.f.

90' - 92' Lot Depth: The proposed unit interior gross area is 2,330 s.f.; the minimum unit private open space shall be 2,912 s.f.; the maximum lot coverage shall be 2,120 s.f.; the minimum lot area shall be 4,140 s.f.

I. Type VIA (Small Attached House). The proposed unit interior gross area is 2,520 s.f.; the minimum unit private open space shall be 1,512 s.f.; the maximum lot coverage shall be 1,476 s.f.; the minimum lot area shall be 2,310 s.f.

J. Type VIB (Large Attached House). The proposed unit interior gross area is 2,250 s.f.; the minimum unit private open space shall be 1,410 s.f.; the maximum lot coverage shall be 1,476 s.f.; the minimum lot area shall be 2,310 s.f.

6. Ownership and Maintenance of Common Areas, Park Tracts and

Improvements Outside of Public Right of Way. The Owner agrees that the dwelling units within the Property shall be fee-simple ownership, and that a homeowners' association shall be created for the maintenance of the common areas and easements. The homeowners' association shall also own and maintain all of the park tracts, green space, bowers, and sidewalks outside of the public right of way; said information shall be noted on the plat for the Property.

7. Accessory Uses. The Owner agrees that the accessory uses on the Property shall be limited to the following:

- A. Studio apartment, guest house, or loft as an accessory to the principal use. Said structures shall not be used for rental purposes.
- B. Pool Gazebo

- C. Plant conservatory / Greenhouse
- D. Exercise Room / Sauna / Toilets

8. **Future Roadway Connections.** The Owner agrees to reserve in perpetuity the following lots for future roadway dedications: Park Tract 3 and Park Tract 4 (the "Future Roadway Dedications"), which shall serve as future connections to the parcels adjacent to the north and south (the "Adjacent Parcels") when those parcels are developed. Upon the approval of a final plat for the Adjacent Parcels, showing connections to the Property that align with the Future Roadway Dedications, the Owner shall construct or cause the construction of public roadways (the "Roadways") as connections to the Adjacent Parcels. Provided the Roadways have not been constructed prior to the issuance of a building permit for the 267th dwelling unit, the Owner shall provide such legally sufficient financial assurances, as may be acceptable to the Director of the Public Works Department, to assure the Director of the Public Works Department that the Owner will have the financial ability to construct the Roadways. The Owner agrees to maintain Park Tract 3 and Park Tract 4 in a manner that complies with the Miami-Dade County Code, until such time as said lots are improved as roadways. Notwithstanding anything in this Agreement to the contrary, the obligation of the Owner to build the Roadways shall expire ten (10) years following the issuance of a building permit for the 267th dwelling unit.

9. **Construction of Roadway and Roundabout Abutting Commercial Tract.** Owner agrees to construct both halves of the southernmost east-west roadway, including the

entire traffic roundabout, which roadway and roundabout separate the Property from the "Future Mixed Use District" and "Future Fire Station Site," as designated on the Site Plan.

10. **Pedestrian and Vehicular Access.** Owner agrees to provide permanent and safe access for pedestrian and vehicular traffic within the Property at all times. Access shall also be provided at all times to fire, police, health, sanitation and other public service personnel and vehicles. Furthermore, all streets or accessways shall be installed by the Owner, including, but not limited to, sidewalks, drainage facilities, water, sewers, and fire hydrants, meeting with the approval of the appropriate departments of Miami-Dade County.

11. **Conveyance of Fire Station Site.** The Owner shall set aside for future conveyance to Miami-Dade County that certain 1± acre parcel of land (the "Fire Station Site"), which is legally described in Exhibit "B" to this Agreement, for the construction of a fire station. At the request of the Miami-Dade County Fire Rescue Department, prior to the approval of a tentative plat for any portion of the Property that is contiguous to the Fire Station Site, the Owner shall convey the Fire Station Site to Miami-Dade County.

The Fire Station Site shall be platted, at the Owner's cost and expense, at the time of platting of any portion of the Property that is contiguous to the Fire Station Site. The Fire Station Site shall be filled to 12" above the crown of the road, compacted and stabilized to 3,000 pounds per square foot ("psf") with all utilities to the site (water, sewer, electrical, telephone) ready for connection and of sufficient quality and quantity to support a fire station site. The

Owner shall provide engineering certification attesting to the compacting and stabilization to 3,000 psf and that fill and subsoil are clean and free of hazardous materials. The Owner shall provide either an environmental assessment by a reputable environmental firm or a certification by the Department of Environmental Resources Management ("DERM") that environmental requirements have been met and that the Fire Station Site is free of hazardous materials and/or gases. The Fire Station Site shall be conveyed by statutory warranty deed, free of all encumbrances and liens subsequent to the verification that all site work is complete and meets the standards set forth in this paragraph. The Owner shall provide an opinion of title and a topological survey of the Fire Station Site prior to final transfer. The conveyance of the Fire Station Site may entitle the Owner to a credit against the impact fees that would be assessed against the development of the Property under the provisions of Chapter 33J of the Code of Miami-Dade County. Should Miami-Dade County elect not to accept conveyance of the Fire Station Site, title to the Fire Station Site shall revert to the Owner and the Owner shall be released of any further obligation under this Paragraph.

12. **Charter School.** Prior to the issuance of the first certificate of occupancy for the Property, the Owners shall identify a 2.5± acre site within the Property (the "School Site") for the construction and operation of a K-5 charter school (the "Charter School"). The Charter School shall be subject to approval by the County under separate application. Said application shall be subject to review and approval by the Public Works Department Traffic Concurrency Section, in addition to the review and approvals required by local and state laws and regulations. Subject to said approvals, the Charter School shall be in operation prior to the issuance of a certificate of occupancy for the one hundred sixty-sixth (166th) dwelling unit. Until all of the required

approvals for the Charter School are granted, the School Site shall be maintained as open/green space. In the event that the Charter School is not approved by all of the appropriate agencies, the School Site shall remain as open/green space, and the Owner may proceed with the development of the Property as provided herein.

13. Miscellaneous.

A. County Inspection. As further part of this Agreement, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

B. Covenant Running with the Land. This Agreement on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the Property and for the public welfare.

C. Term. This Agreement is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date that this

Agreement is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Agreement has first been modified or released by Miami-Dade County.

D. Modification, Amendment, Release. This Agreement may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of that portion of the Property that is covered under such modification, amendment or release, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Agreement be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

E. Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the

services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

F. Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Agreement are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Agreement is complied with.

G. Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

H. Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Agreement.

I. Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions, which shall remain in full force and effect.

J. Recording. This Agreement shall be filed of record in the public records of Miami-Dade County, Florida, at the cost to the Owner, following the adoption by the Miami-

Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

[Signature Pages Follow]

EXHIBIT "A"

LEGAL DESCRIPTION FOR 31.22 ACRE PAD

The north $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, less the west 35' thereof. AND: The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ less the east 175' of the north 75' and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ in Section 19, Township 56 South, Range 40 East. AND: The north $\frac{3}{4}$ of the west $\frac{1}{2}$ of the east $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, less the south 65' thereof for road.

PAD ACP 11/11
7/9 12/11/12

OFF. REC. CL.

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EXHIBIT "A"

Legal Description of Subject Property

SUBJECT PROPERTY: PARCEL #1: The south ½ of the SW ¼ of the SW ¼ of the SW ¼ of Section 19, Township 56 South, Range 40 East, less the south 65' and less the west 40' thereof. AND: PARCEL #2: The north ½ of the SW ¼ of the SW ¼ of the SW ¼ of Section 19, Township 56 South, Range 40 East, less the west 40' thereof. AND: PARCEL #3: The SW ¼ of the NW ¼ of the SW ¼ less the east 175' of the north 75' and the NW ¼ of the SW ¼ of the SW ¼, less the west 418' of the south 520' in Section 19, Township 56 South, Range 40 East. AND: PARCEL #4: The west ½ of the east ½ of the SW ¼ of the SW ¼ of Section 19, Township 56 South, Range 40 East, less the south 65' thereof for road. AND: PARCEL #5: The NE ¼ of the SE ¼, less the north 902.55' and the NE ¼ of the SE ¼ of the SE ¼, less the street dedication, in Section 24, Township 56 South, Range 39 East. LESS: COMMERCIAL SITE: The south ½ of the SW ¼ of the SW ¼ of the SW ¼ of Section 19, Township 56 South, Range 40 East, less the south 65' and less the west 40' thereof, and the west 86' of the SE ¼ of the SW ¼ of the SW ¼ of the SW ¼ of Section 19, Township 56 South, Range 40 East, less the south 65' thereof for road.

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EXHIBIT "B"**LEGAL DESCRIPTION FOR FIRE STATION SITE**

The East 245.63 feet of the SW 1/4 of the SE 1/4 of the SW 1/4 of the SW 1/4 of Section 19, Township 56 South, Range 40 East, less the South 65.00 feet thereof for road, lying and being in Miami-Dade County, Florida.

WITNESSES:

Jeff Tuchband
Signature

JEFF Tuchband
Print Name

Jody K. Vaccaro
Signature

Jody K. Vaccaro
Print Name

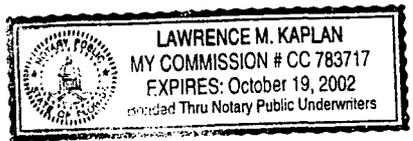
By: X Jody K. Vaccaro
Jody K. Vaccaro

STATE OF Florida)
COUNTY OF Miami-Dade) SS.

The foregoing instrument was acknowledged before me this 28 day of May, 2002, by Jody K. Vaccaro, who is personally known to me or has produced Fla. Drivers License as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: 10/19/02

Lawrence M. Kaplan
Notary Public, State of Florida



Lawrence M. Kaplan
Print Name

WITNESSES:

Michelle Luce
Signature

Michelle Luce
Print Name

Amanda Jordan
Signature

Amanda Jordan
Print Name

By: *Claude F. Daigle, Jr.*
Claude F. Daigle, Jr.

STATE OF Maine)
COUNTY OF Lumberland) SS.

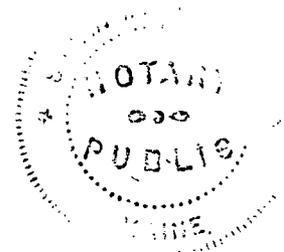
The foregoing instrument was acknowledged before me this 28th day of May, 2002, by Claude F. Daigle, Jr., who is personally known to me or has produced _____ as identification, and acknowledged that he did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: March 21, 2008

Susan M Cottrell
Notary Public, State of Maine

Susan M Cottrell
Print Name

SUSAN M. COTTRELL
Notary Public, Maine
My Commission Expires March 21, 2008



WITNESSES:

[Signature]
Signature

MIGUEL FREIRE
Print Name

[Signature]
Signature

JUAN V. MAYOL, JR.
Print Name

Summerville Development, Inc.

[Signature]
By: Signature

RAY CASTELLANOS / V.P.
Printed Name / Title

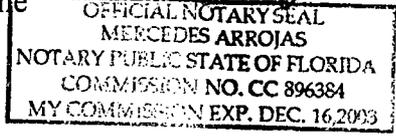
STATE OF Florida)
COUNTY OF Miami-Dade) SS.

The foregoing instrument was acknowledged before me this 23 day of July, 2002, by Ray Castellanos, who is personally known to me or has produced _____ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

[Signature]
Notary Public, State of _____

Mercedes Arrojas
Print Name



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FAD Agreement
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**JOINDER BY MORTGAGEE
CORPORATION**

The undersigned, Florida Power and Light Employee's Federal Credit Union and Mortgagee under that certain Mortgage from Wilfred J. Vick and Pamela Vick, recorded in Official Records Book 15347, Page 1738, in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Declaration of Restrictions, does hereby consent to the execution of this Declaration of Restrictions by Wilfred J. Vick and Pamela Vick, and agree that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Declaration of Restrictions shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS WHEREOF, these presents have been executed this 31st day of MAY, 2002.

WITNESSES:

Linda M. Novo

LINDA M. NOVO
Print or Type Name

Juanita de Leon

JUANITA DE LEON
Print or Type Name

Florida Power and Light Employee's Federal
Credit Union

By: *[Signature]*
Title: ASSET PROTECTOR MANAGER
Print name: MARK J. TRONZO
Address: 6450 W. 21 COURT
MIAMI, FL. 33146



21005PG3043

FAD Agreement
Page 17 of 23 (B)

STATE OF FLORIDA)
) SS
COUNTY OF NARRAGANSETT)

The foregoing instrument was acknowledged before me this 21st day of MAY, 2002 by MARK J. TRUNZO, of Florida Power and Light Employee's Federal Credit Union, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification and did/did not take an oath.



Mary Ann Brown
My Commission CC946434
Expires June 18, 2004

Mary Ann Brown
Notary Public - State of FL.
Print Name Mary Ann Brown
My Commission Expires:

21005PG3044

FAD AGREEMENT
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JOINDER BY MORTGAGEE CORPORATION

The undersigned, Florida Power and Light Employee's Federal Credit Union and Mortgagee under that certain Mortgage from Wilfred J. Vick and Pamela Vick, recorded in Official Records Book 18870, Page 3243, and re-recorded in Official Records Book 18921, Page 776, in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Declaration of Restrictions, does hereby consent to the execution of this Declaration of Restrictions by Wilfred J. Vick and Pamela Vick, and agree that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Declaration of Restrictions shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS WHEREOF, these presents have been executed this 21st day of MAY, 2002.

WITNESSES:

Linda M. Novo

LINDA M. NOVO
Print or Type Name

Juanita De Leon

JUANITA DE LEON
Print or Type Name

Florida Power and Light Employee's Federal Credit Union

By: _____

Title: ASSET PRESR MANAGER

Print name: MARK J. TRUNZO

Address: 6450 W. 21 COURT

HEALEAH, FL 33014

(Corporate Seal)



FAB Agreement
Page 21 of 73 ISB

21005PG3045

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me this 31st day of MAY, 2002 by MARK J. TRUNZO, of Florida Power and Light Employee's Federal Credit Union, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification and did/did not take an oath.



Mary Ann Brown
My Commission CC946434
Expires June 18, 2004

Mary Ann Brown
Notary Public - State of FL.
Print Name Mary Brown
My Commission Expires:

{M1800715:1}2

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK, CIRCUIT COURT

OPINION OF TITLE

TO: Miami-Dade County

With the understanding that this Opinion of Title is furnished to Miami-Dade County Department of Planning and Zoning as an inducement for the acceptance of a Declaration of Restrictions/Declaration of Use/Unity of Title/Development Agreement/Covenant-in-Lieu or in compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering the real property described herewith, it is hereby certified that I have examined title to the property by using the following instruments covering the period from the BEGINNING through November 12, 2002, at 11:00 PM:

- (A) As to The Commercial Site, PAD Parcel 1, and PAD Parcel 3, Attorneys' Title Insurance Fund, Inc., Commitment to insure title, CF-0536916, effective April 24, 2001, together with certified computer search covering the period from the effective date of such commitment through November 12, 2002, at 11:00 P.M.;
- (B) As to PAD Parcel 2, Attorneys' Title Insurance Fund, Inc. Commitment to insure title, CF-0536915, effective April 24, 2001, together with certified computer search covering the period from the effective date of such commitment through November 12, 2002, at 11:00 P.M.;
- (C) As to PAD Parcel 4, RU-1 Parcel and EU-1 Parcel, Attorneys' Title Insurance Fund, Inc. Commitment to insure title, CF-0536914, effective April 24, 2001, together with certified computer search covering the period from the effective date of such commitment through November 12, 2002, at 11:00 P.M.;

(the "Search"), inclusive, of the following described parcels:

Commercial Site:

The South half (S ½) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of Section 19, Township Fifty-Six (56) South, Range 40 East, lying and being in Miami-Dade County, Florida, less the South 65.00 feet and less the West 40.00 feet thereof.

PAD Parcel 1:

The North half (N ½) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of Section 19, Township fifty-six (56) South, Range 40 East, less the West 35' thereof, lying and being in Miami-Dade County, Florida.

PAD Parcel 2:

The Southwest quarter (SW ¼) of the Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) less the East 175 feet of the North 75 feet and the Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) in Section 19, Township fifty-six (56) South, Range 40 East, lying and being in Miami-Dade County, Florida.

PAD Parcel 3:

The North 3/4 of the West one-half (W ½) of the East one-half (E ½) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of Section 19, Township fifty-six (56) South, Range 40 East, less the South 65.00 Feet thereof for Road, lying and being in Miami-Dade County, Florida.

PAD Parcel 4/RU-1 Parcel:

The Northeast quarter (NE ¼) of the Southeast quarter (SE ¼), less the North 902.55 feet and the North ½ of the Southeast quarter (SE ¼) of the Southeast quarter (SE ¼), less street dedication, in Section 24, Township fifty-six (56) South, Range 39 East, lying and being in Miami-Dade County, Florida, less that Westerly portion described as following:

Commence at the Southeast corner of the Northeast quarter (NE 1/4) of the Southeast Quarter (SE 1/4) and run N.0°37'15"W. along the East line of the SE 1/4 of Section 24, Township 56 South, Range 39 East, for a distance of 422.88 feet to a point; thence run S.88°18'35"W. along a line being 902.55 feet from the North line of the SE 1/4 of said Section 24, measured at

right angle for a distance of 1.009.78 feet to the point of beginning; thence continue S.88°18'35"W. for a distance of 330.26 feet to a point; thence run S.0°42'47"E. for a distance of 757.84 feet to a point; thence run N.88°09'38"E. for a distance of 330.52 feet to a point; thence run N.0°43'53"W. for a distance of 756.98 feet to a point of beginning.

EU-1 Parcel:

Commence at the Southeast corner of the Northeast quarter (NE 1/4) of the Southeast Quarter (SE 1/4) and run N.0°37'15"W. along the East line of the SE 1/4 of Section 24, Township 56 South, Range 39 East, for a distance of 422.88 feet to a point; thence run S.88°18'35"W. along a line being 902.55 feet from the North line of the SE 1/4 of said Section 24, measured at right angle for a distance of 1.009.78 feet to the point of beginning; thence continue S.88°18'35"W. for a distance of 330.26 feet to a point; thence run S.0°42'47"E. for a distance of 757.84 feet to a point; thence run N.88°09'38"E. for a distance of 330.52 feet to a point; thence run N.0°43'53"W. for a distance of 756.98 feet to a point of beginning, containing 5.74 acres more or less.

Basing our opinion solely on the above-referenced title information, I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

- (A) As to Commercial Site: Summerville Development, Inc.
- (B) As to PAD Parcel 1: Robert K. Borek.
- (C) As to PAD Parcel 2: Claude F. Daigle Jr. and Sandra L. Daigle, his wife.
- (D) As to PAD Parcel 3: Summerville Development, Inc.
- (E) As to PAD Parcel 4/RU-1 Parcel: Claude F. Daigle Jr.
- (F) As to EU-1 Parcel: Claude F. Daigle, Jr.

said property is subject to the following encumbrances, liens, and other exceptions:

A. RECORDED MORTGAGES:

None.

B. RECORDED MECHANICS LIENS, CONTRACT LIENS & JUDGMENTS:

None.

C. GENERAL EXCEPTIONS

1. Taxes or assessments now or hereafter due.
2. Rights or claims of persons other than the above owners who are in possession or with a right to possession.
3. Encroachments, overlays, boundary line disputes, and any other matters not of record which would be disclosed by an accurate survey or inspection of the premises.
4. Any unrecorded labor, mechanics', materialmens' or municipal liens.
5. Any lien provided by chapter 159, Florida Statutes, or provided by Miami-Dade County Ordinance No. 84-10 in favor of any city, town village, port authority, etc., for unpaid service charges for services by any water systems, sewer systems, or gas systems serving the land described herein.
6. Zoning and other restrictions imposed by governmental authority.
7. Easements, or claims of easements, not shown in the public records.
8. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
9. Any unpaid charges due for waste, water and sewer services.

D. SPECIAL EXCEPTIONS:

As to Commercial Site:

1. Right of Way Deed to Dade County filed July 28, 1987, in O.R. Book 13361 at Page 360; and recorded July 28, 1939, in Deed Book 1990 at Page 226; and recorded November 10, 1939, in Deed Book 2013 at Page 170.

As to PAD Parcel 2:

2. Right of Way Deed recorded March 12, 1985, in O.R. Book 12442 at Page 354 and Right of Way Deed recorded in Deed Book 1980 at Page 449.

As to PAD Parcel 3:

3. Right of Way Deed to Dade County recorded November 16, 1939, in Deed Book 2016 at Page 334.

As to PAD Parcel 4/RU-1 Parcel and EU-1 Parcel:

4. Right of Way Deed to Dade County recorded in Deed Book 1965 at Page 501.

As to all Parcels other than PAD parcel 4/RU-1 Parcel and EU-1 Parcel:

5. Ordinance adopting and accepting the Agricultural Land Use Plan recorded in O.R. Book 11781 at Page 1422 and re-recorded in O.R. Book 12046 at Page 481.
6. Restrictions, conditions, reservations, easements and other matters contained on the plat of right-of- way map as recorded in Plat Book 60 at Page 83.

ALL REFERENCE IS TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Therefore, it is my opinion that the following parties must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

Name	Interest	Special Exception No.
Robert K. Borek	fee simple	n/a

Claude F. Daigle Jr. and Sandra L. Daigle, his wife	fee simple	n/a
Summerville Development, Inc.	fee simple	n/a
Claude F. Daigle Jr.	fee simple	n/a

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

Respectfully submitted this 10th day of December, 2002.



ELLIOTT HARRIS, ESQ.
 Fla. Bar No. 097072
 111 S.W. 3rd Street, Sixth Floor
 Miami, Florida 33130
 Tel: (305) 358-0146
 Fax: (305) 358-0149

STATE OF FLORIDA)
 ss.
 COUNTY OF MIAMI-DADE)

THE FOREGOING INSTRUMENT was acknowledged before me this 10th day of December, 2002, by Elliott Harris, who is personally known to me and who did/did not take an oath.

My commission expires:



NOTARY PUBLIC

Printed name

