

ON SMALL EXHIBITS
complete

EXHIBIT LIST

COMMUNITY ZONING APPEALS BOARD 15

Hearing Date: SEPTEMBER 23, 2003

RESOLUTION #: CZAB15-17-03

ITEM#	HEARING#	APPLICANT'S NAME	SS-TT-RR
A	02-377	MANUEL C. & EMILIA DIAZ, ET AL.	24-56-39 18-56-40 19-56-40

EX. #	EXHIBIT DESCRIPTION	IN FILE
✓ A-1	3-ring binder containing 16 divided sections	Yes
✓ A-2	Letter to P&Z director from Manuel Dorta-Duque, dated 8/4/03	Yes
✗ A-3	Aerial photo ID# 906 by 'Stock & Custom Aerial Photography' (foam board mounted)	No
✓ A-4	1992 aerial photo of Section 24-56-39 (foam board mounted)	No
✗ A-5	1989 aerial photo of Section 24-56-39 (foam board mounted)	No
✗ A-6	1988 aerial photo of Section 24-56-39 (foam board mounted)	No
✗ A-7	1 photo each of SW. 240 & 236 St. at theo. 119 Ave.) (foam board mounted)	No
✗ A-8	Sec. 19-56-40 map by Dade County Engineering Dept. (foam board mounted)	No
✗ A-9	1989 aerial photo of Section 19-56-40 (foam board mounted)	No
✗ A-10	1981 aerial photo of Section 19-56-40 (foam board mounted)	No
✗ A-11	1992 aerial photo of Section 19-56-40 (foam board mounted)	No
✗ A-12	Plot plan of project prepared by Oliva-Meoz Architects (foam board mounted)	No
✗ A-13	Aerial photo ID# 310-D-82 by 'Stock & Custom Aerial Photography' (foam board mounted)	No
✗ A-14	Aerial photo ID# 328-D-83 by 'Stock & Custom Aerial Photography' (foam board mounted)	No
✗ A-15	Aerial photo ID# 188-D-84 by 'Stock & Custom Aerial Photography' (foam board mounted)	No
✗ A-16	Blow-up of warranty deed between Alec Courtelis & Mr./Ms. Diaz (foam board mounted)	No
✓ A-17	Authorizations from 4 individuals to have Marshall Osit speak on behalf	Yes
✓ A-18	Compilation of portion of docs (e.g. recommendation report, covenant, etc)	Yes

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EX. #	EXHIBIT DESCRIPTION	IN FILE
X A-19	2001 aerial photo of Section 24-56-39 (foam board mounted)	No
X A-20	2001 aerial photo of Section 24-56-39 identifying number of units approved in vicinity of subject property (foam board mounted)	No
X A-21	Set of 20 photographs (mounted on cardboard)	No
✓ A-22	Report entitled <u>Miami-Dade County Facts – 2003 A Compendium of Selected Statistics</u>	Yes
X A-23	Miami-Dade Facts from Census 2000 (on yellow poster board)	No
✓ A-24	Photocopy of Miami-Dade Legislative Item File Number 031119	Yes
✓ A-25	Letter to Council members from UCMB dated 9/23/03	Yes
X A-26	Blow-up of letter to "Dear Neighbor" dated 7/13/03 (foam board mounted)	No
X A-27	Blow-up of a portion of the Miami-Dade CDMP	No
✓ A-28	Letter to Commissioner Sorenson (signer undecipherable)	Yes
A-29		
A-30		
A-31		
A-32		
A-33		
A-34		
A-35		
A-36		

MANUEL C. & EMILIA DIAZ ZONING HEARING
APPLICATION # 02-377

SEPTEMBER 23, 2003

SILVER PALM DEVELOPMENT

RECEIVED BY CLERK
Item # 02-377
CZAB # 15 Exhibit # A-1
SEP 23 2003

CLERK OF THE BOARD

Miguel Diaz de la Portilla, Esq.

Duane Morris LLP.

200 South Biscayne Blvd.

Suite 3400

Miami, Florida 33131

Telephone: 305-960-2200

Facsimile: 305-960-2201

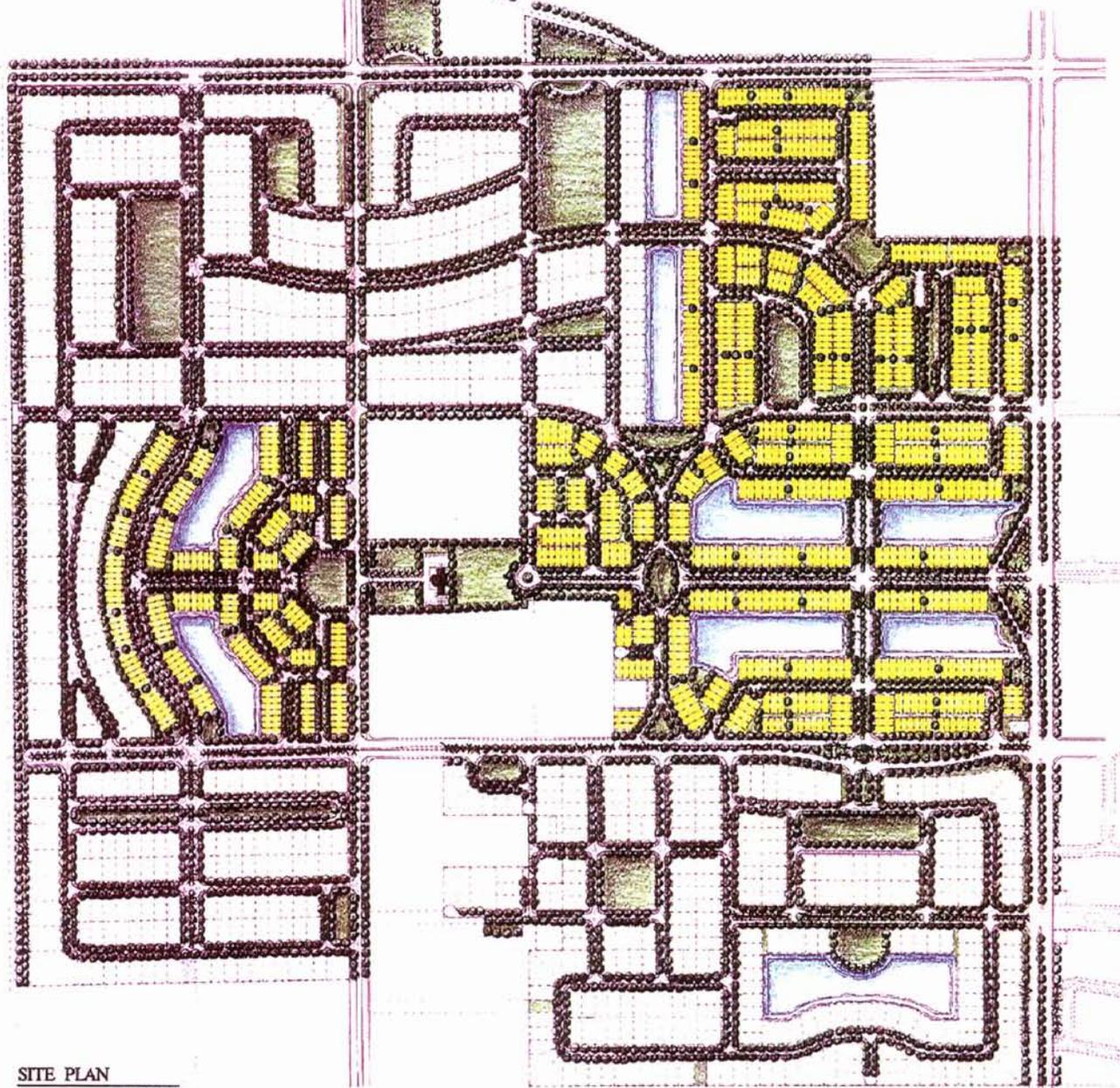
MANUEL C. & EMILIA DIAZ ZONING HEARING APPLICATION # 02-377

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1. SITE PLAN AND ELEVATIONS.
2. HIGHLIGHTS OF APPLICATION.
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5. RESUME OF GUILLERMO OLMEDILLO.
6. SUMMARY OF TESTIMONY BY GUILLERMO OLMEDILLO.
7. RESUME OF RAMON ALVAREZ, P.E.
8. SUPPORT LETTERS FROM COMMUNITY LEADERS.
9. LETTER TO RAUL PINO REGARDING STREET CLOSURE.
10. LENNAR OUTREACH LETTERS TO NEIGHBORS.
11. G.C. HOMES LAWSUIT V. MANUEL DORTA-DUQUE.
12. MANUEL DORTA-DUQUE LAWSUIT V. G.C. HOMES.
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15. EXCERPTS FROM 8/21/03 HEARING TRANSCRIPT.
16. RECOMMENDATION.

SILVER PALM

Silver Palm



LENNAR HOMES

SITE PLAN

SCALE 1"=200'-0"

OLIVA-MEOZ ARCHITECTS





ATTACHED SINGLE FAMILY TYPE 1



ATTACHED SINGLE FAMILY TYPE 1



ATTACHED SINGLE FAMILY TYPE II



ATTACHED SINGLE FAMILY TYPE II



ATTACHED SINGLE FAMILY TYPE I



ATTACHED SINGLE FAMILY
TYPE III



DETACHED SINGLE FAMILY
CORNER LOT FACING 117TH AVENUE



DETACHED SINGLE FAMILY



DETACHED SINGLE FAMILY ESTATES



DETACHED SINGLE FAMILY ESTATES

CONSISTENT, COMPATIBLE & RECOMMENDED

- MIAMI DADE ON ITS INITIATIVE DESIGNATED PROPERTY LOW DENSITY RESIDENTIAL IN 1988.
 - CDMP SETS EXPECTATIONS FOR PROPERTY OWNERS.
 - SILVER PALM IS CONSISTENT WITH CDMP.
 - SILVER PALM IS COMPATIBLE WITH DEVELOPMENT IN THE AREA.
 - SILVER PALM MEETS CONCURRENCY.
 - SILVER PALM IS UNANIMOUSLY RECOMMENDED BY DEVELOPMENTAL IMPACT COMMITTEE.
-

PAYS ITS OWN WAY

- PROPOSED CHARTER SCHOOL MITIGATES MORE THAN 100% OF IMPACT.
 - PARKS CONTRIBUTION.
 - SILVER PALM WILL BE PHASED IN 7-SELF SUFFICIENT PHASES.
 - SILVER PALM WILL HAVE NET POSITIVE FISCAL IMPACT OF 3,676,423.
-

DESIGNED COMMUNITY

- SILVER PALM INCORPORATES URBAN DESIGN GUIDELINES.
 - (a) VARIETY OF HOUSING TYPES.
 - (b) PEDESTRIAN FRIENDLY.
 - (c) GREENS, PARKS, SQUARES.
 - (d) LANDSCAPING CURBSIDE.
 - (e) HUMAN SCALE.
 - (f) NETWORK OF STREETS.
 - (g) RECESSED GARAGES.

- (h) GREEN BELT + BIKE PATH.
 - (i) FOCAL POINTS.
 - (j) EDGE OF EACH PHASE DETERMINED BY A BOULEVARD, AN IMPORTANT INTERSECTION, A LAKE OR A GREENBELT OF 25 FEET IN MAJOR INTERSECTIONS.
-

GREEN & FRIENDLY

- NEIGHBORHOOD SUPPORT.
 - BUFFERS NEIGHBORS TO WEST WITH TRANSITIONAL ZONE OF 16,000 SQ. FOOT LOTS AND 15' WIDE, 7' HIGH BERM.
 - 20,000 TREES.
-

• LENNAR HAS GONE ABOVE & BEYOND REQUIREMENTS

MIAMI-DADE COUNTY, FLORIDA



DEPARTMENT OF PLANNING AND ZONING

MAIN OFFICE

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

PERMITTING AND INSPECTION OFFICE

11805 S.W. 26 Street
MIAMI, FLORIDA 33175
 IMPACT FEE SECTION
(786) 315-2870 • SUITE 145
 ZONING INSPECTION SECTION
(786) 315-2680 • SUITE 223
 ZONING PERMIT SECTION
(786) 315-2666 • SUITE 106
 ZONING PLANS PROCESSING SECTION
(786) 315-2650 • SUITE 113

August 18, 2003

Mr.

Re: Zoning hearing application #02-377; Mannel C. & Emilia Diaz; property located at the Southwest corner of S.W. 112 Avenue and S.W. 232 Street, Miami-Dade County, Florida.

Dear Mr.

This office is in receipt of your letter dated August 15, 2003 regarding the above referenced zoning hearing application (the "Application"). Specifically you have requested information regarding the types of residential units that have been proposed in this project.

Please consider this letter as confirmation that the Application does not currently nor has ever contained any multifamily or apartment complexes within the site plan submitted to this Department. Furthermore the submitted site plan has only been comprised of two story townhomes, one and two story single-family detached homes, a clubhouse and a site for a future charter school. The plans are on file with this Department and you may view those plans at your convenience in the Zoning Hearings Section, 111 N.W. 1 Street, 11th floor.

I trust that this information is of assistance to you. Should you have any further questions on this matter, please do not hesitate to contact me again.

Yours truly,

Diane O'Quinn Williams
Director

DO'QW:cr

cc: hearing file

This instrument was prepared by:

Name: Miguel Diaz de la Portilla, Esq.

Address: Duane Morris LLP
200 South Biscayne Blvd.
Suite 3400
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, MANUEL C. DIAZ, EMILIA F. DIAZ AND DIAZ LANDSCAPING & NURSERY, INC. (the "Owners"), hold the fee simple title to that certain parcel of land, which is legally described in the attached Exhibit "A," and hereinafter referred to as the "Property."

NOW, THEREFORE, in order to assure Miami-Dade County (or any successor municipal corporation) (the "County") that the representations made by the Owners during consideration of Public Hearing No. Z02-377 (the "Application") will be abided by, the Owners freely, voluntarily and without duress, make the following Declaration of Restrictions covering and running with the Property:

1. **Controlling Site Plan**. The Property shall be developed substantially in accordance with that certain plan entitled "Silver Palm," as prepared by Oliva-Meoz, Architects & Planners, Inc., dated May 20, 2003, dated stamped received May 23, 2003, and consisting of 21 sheets, plus 12

landscaping sheets, as amended by four sheets dated July 8, 2003, date-stamped received July 11, 2003 as may be modified at the public hearing on the application (the "Plan").

2. **Residential Density Restriction.** The maximum number of dwelling units on the Property shall be a total of 1668 residential units at a maximum density of 5.66 units per gross acre.

3. **ASPR Approval of Lakes.** Prior to the application for or the issuance of a building permit for any dwelling units, the Owners shall submit a separate application to the Department of Planning and Zoning for ASPR approval for any lake excavations proposed on the Property. Such lake excavations shall comply with Sec. 33-16 of the Code. The Owners shall obtain such approval of the lake excavations prior to obtaining building permits for any dwelling units within the Property.

4. **Restricted Use of Recreational Facilities.** Except for those Interior Park parcels, identified herein under Section 6, which will be open to the public, the Owners agree that the recreational facilities constructed on the Property shall be only for the private use of the residents within the development and their authorized guests and for the marketing purposes of the Owners. The Owners shall not offer memberships or other permission to use such recreational facilities to any persons who are not residents of the development.

5. **Charter School.**

(a) The Plan identifies 7.82 acres (hereinafter "School Site") designated for the construction and operation of one or more K-12 charter schools, which will provide 1100 student stations, operated under one or more charter(s) from the School Board of the County (hereinafter the "School Board"). The charter school(s) shall be subject to review by the Miami-Dade County Developmental Impact Committee ("DIC") Executive Council under separate application

in accordance with procedures for the review of charter schools. The application(s) for such review shall include a Phase I Environmental Assessment and subsurface investigations and, if required, Phase II Environmental Assessment and subsurface investigations prepared by a licensed geotechnical firm. The cost of the Phase I Environmental Assessment and Phase II Environmental Assessment if required, shall be paid for by the Owners. The charter school applications additionally shall be subject to review and approval by the Public Works Department Traffic Concurrency Section, in addition to all other reviews and approvals required by local and state laws and regulations.

(b) Prior to seeking the final plat review for any portion of the Property, the Owners shall provide documented proof to the County that a charter application(s) has/have been submitted to the School Board, that such application(s) has/have been granted subject to County review as provided in Section 5(a) hereof, and that a duly qualified charter school operator has been retained, and has committed, to operate such charter school(s) on the School Site. In addition, the Owners, prior to seeking final plat review, shall enter into a separate agreement with the School Board upon approval of the charter school(s) outlining appropriate operation terms. In the event the charter school(s) is not approved, the Owners shall comply with Section 5(h) hereof.

(c) Prior to seeking the issuance of a certificate of occupancy for the 200th residential unit, the Owners shall show documented proof to the County that the charter school(s) has/have been reviewed and favorably recommended by the DIC Executive Council. Should the charter school(s) be comprised of one or more campuses, this provision shall be considered satisfied only if the DIC Executive Council has reviewed and favorably recommended the entirety of all of the campuses.

(d) Prior to seeking the issuance of a certificate of occupancy for the 600th residential unit, the Owners shall have obtained certificates of use and occupancy for a charter school(s) providing a minimum of 400 student stations for a minimum K-3 program. Proof of compliance with this provision shall be in the form of monthly reports submitted by the Owners to the Director, Department of Planning and Zoning, and the School Board specifying the number of certificates of occupancy obtained monthly and the number of certificates of occupancy anticipated to be issued in the following month for residential dwelling units. Monthly reports shall be based upon personal knowledge and shall be sworn, and notarized.

(e) Prior to seeking the issuance of a certificate of occupancy for the 1000th residential unit, the Owners shall have obtained certificates of use and occupancy for a charter school(s) providing a minimum of an additional 400 student stations for grades K – 12. Prior to seeking the issuance of a certificate of occupancy for the 1200th residential unit, the Owners shall have obtained certificates of use and occupancy for a charter school(s) providing an aggregate total of 1100 student stations. Proof of compliance with this provision shall be as set forth in Section 5(d) above.

(f) The charter school(s) shall be operated continuously so long as this Declaration remains in effect subject to (i) any closures due to casualties and/or natural disasters and (ii) changes approved by the County and the School Board.

(g) Until all of the aforesaid approvals for the charter school(s) have been obtained, and construction of the charter school(s) has commenced, the School Site shall be maintained as open/green space. At no time shall the School Site be used for the location of temporary structures or uses such as but not limited to, construction trailers, sales offices, construction staging areas, or construction storage areas.

(h) In the event that the charter school application(s) is/are not approved by the School Board prior to final plat on any portion of the Property, or in the event the charter school(s) is/are not reviewed and favorably recommended by the DIC Executive Council prior to issuance of the certificate of occupancy for the 200th residential unit, as referenced above, the Owners shall offer the 7.82 acre School Site for sale to the School Board in accordance to the provisions of a separate covenant between the Owners and the School Board (the "School Board Covenant"), acceptable to the School Board, to be recorded prior to application for final plat approval of any portion of the Property. In the event that the School Board fails to enter into an agreement with the Owners to purchase the School Site pursuant to the School Board Covenant in favor of the School Board, the School Site shall remain as open/green space, and the Owners may proceed with the development of the remainder of the Property as provided herein. If not developed as a charter school(s) or purchased by the School Board, the School Site which shall then remain open/green space shall be landscaped and maintained by the Owners in accordance with a landscape plan, to be submitted to and approved by, the Director, Department of Planning and Zoning, prior to final plat review of any portion of the Property abutting or immediately across the street from the 7.82 acre School Site. Further, the Owners shall apply for the creation of a special taxing district, create a homeowner's association and/or similar entity approved by Miami-Dade County to maintain the School Site in perpetuity open as green space. Notwithstanding any provision herein to the contrary, the Owners may offer the School Site for sale to the School Board at any time.

6. Contribution to Parks and Recreation Department.

(a) The Owners, their heirs, successors and assigns, shall, in order to meet the future park needs generated by this development, shall dedicate by plat for public park use to be

administered by the Miami-Dade County Park and Recreation Department (the "Department"),
the parcels within the Property identified on the plan as

"Parcel 1-A: 1(0.82 acres),
2(1.04 acres),
5 (1.11 acres),
Parcel 1-C: 13 (1.09 acres),
Parcel 2-E 19 (0.81 acres),
20 (2.63 acres),

(the "Interior Park Parcels"), and totaling 7.50 acres.

(b) The Interior Park Parcels shall be conveyed to Miami-Dade County (the "County") by warranty deed warranting title by, through and under Owners, in fee simple, free from all liens and encumbrances, immediately after the recordation of the final plat of any portion of the Property. Prior to conveyance, the Owners at their expense, shall provide to the County an Assessment Report(s) prepared by a licensed geotechnical firm, and shall further provide a Phase I Environmental Assessment and a Phase II Environmental Assessment if indicated by such Phase I Environmental Assessment Report. The Interior Park Parcels shall be maintained in perpetuity at no cost to the County through a fully funded maintenance program by an acceptable community development district or special taxing district subject to approval by the County. If the Interior Park Parcels are accepted by the County, the Owners shall provide to the County, in recordable form, a hold harmless and indemnification agreement, in form acceptable to the County, to hold the County harmless from liability for occurrences on the Interior Park Parcels. The maintenance program shall include, but shall not be limited to, a guarantee that all recreational improvements are kept in good working order and fully usable by the public. Notwithstanding any other provision contained in this Declaration of Restrictions,

the County shall be under no obligation to accept any dedication or conveyance and the right to reject any such dedication or conveyance is expressly reserved to the County.

(c) The Owners shall construct on the Interior Park Parcels recreational improvements pursuant to a site plan and specification approved by the Miami-Dade County Parks and Recreation Department. The cost of the improvements shall be at least equal to the Owners' obligation to pay the improvement portion of the Park Impact Fee under Section 33H-7 of the Code of Miami-Dade County, as amended from time to time. The improvements specified in this paragraph shall be completed no later than the issuance of a certificate of occupancy for the 600th residential unit.

(d) In addition, in lieu of payment of the open space portion of the Park Impact Fee, the Owners, their heirs, successors and/or assigns shall purchase, convey and dedicate for public park use to be administered by the Miami-Dade County Park and Recreation Department, at least one (1) separate and singular exterior park parcel of land (the "Exterior Park Parcel") not less than 5 acres in size, suitable for park and recreational use, which shall be located within the area bounded by SW 220th Street and SW 244th Street and SW 112th Avenue and SW 124th Avenue. The conveyance of this Exterior Park Parcel to the County shall be by warranty deed warranting title by, through and under Owners, in fee simple, free from all liens and encumbrances, after the issuance of the recordation of the final plat of any portion of the Property and the Exterior Park Parcel shall be platted by Owners at no expense to the County for the public park purposes. The Owners, their heirs, successors and assigns will diligently seek to find an Exterior Park Parcel within the above described area. The Owners, their heirs, and assigns shall present, within 90 days after the issuance of the recordation of the final plat of any portion of the Property, at least one suitable parcel for the Miami-Dade County Parks and Recreation Department to review, in

accordance with Section 33H-10 of the Code of Miami-Dade County ("Code"). If the County accepts the proffered parcel, and notifies the Owners accordingly, the Owners shall complete the conveyance no later than within 180 days after notification. It is provided, however, that under no circumstances will the Owners be required to expend more than \$358,000, or such other sum as may be prescribed by County Code provisions then in effect for the open space impact of the Park Impact Fee, for the purchase of the Exterior Park Parcel. In the event that the County does not accept a proffered parcel within 60 days of a written proffer by Owners, then, in the alternative to the purchase and conveyance of the referenced Exterior Park Parcel, the Owners, their heirs, successors and/or assigns shall pay the open space portion of the Park Impact Fee together with a contribution of \$200,000 over and above the required open space portion of the Park Impact Fee within 180 days after approval of the first final plat on any portion of the Property.

(e) The County retains the sole right to accept or reject the parcel of land described in subparagraph (d) above, in accordance with Section 33H-10 of the Code governing suitability of public park donations.

7. **Miscellaneous.**

A. **County Inspection.** As further part of this Declaration of Restrictions, it is hereby understood and agreed that any official inspector of Miami-Dade County (or any successor municipal corporation), 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 Declaration of Restrictions on the part of the Owners shall constitute a covenant running with the land and may be recorded, at the Owners' expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owners, 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 real Property and for the benefit of Miami Dade County and public welfare. Owners, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration of Restrictions does not in any way obligate or provide a limitation on the County.

C. Term. This Declaration of Restrictions 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 Declaration of Restrictions 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 Owners(s) of the Property has been recorded agreeing to change this Declaration of Restrictions in whole, or in part, provided that this Declaration of Restrictions has first been modified or released by Miami-Dade County (or any successor municipal corporation).

D. Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, Owners(s) of the Property covered by the proposed 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 the County, or in the event of the incorporation of the area where the Property is located, by such successor municipal corporation, whichever by law has jurisdiction over such

matters, after public hearing. However, any modification, amendment, or release of the School Site and the common spaces of the Property, including but not limited to the park parcels and the clubhouse, shall require a written instrument executed by all the, then, Owners(s) of the Property, including joinders of all mortgages, if any.

E. Should this Declaration of Restrictions be so modified, amended or released, the Director of the 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.

F. **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 of Restrictions 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 attorneys and costs incurred. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

G. **Authorization for Miami-Dade County or Successor Thereto to Withhold Permits and Inspections.** In the event the terms of this Declaration of Restrictions are not being complied with, in addition to any other remedies available, the County (or any successor municipal corporation) is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration of Restrictions is complied with.

H. 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 or additional rights, remedies or privileges.

I. 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 (or any successor municipal corporation), 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 Declaration of Restrictions.

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

K. Recording. This Declaration of Restrictions shall only be filed of record in the public records of the County, at the cost to the Owners, following the adoption by the County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

L. Acceptance of Declaration. The Owners acknowledge that acceptance of this Declaration of Restrictions does not obligate the County in any manner with respect to the Application, nor does it entitle the Owners to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny the Application in whole or in part and to decline to accept any conveyance.

The term "Owners" includes the owners, their heirs, successors and assigns.

[Execution Pages Follow]

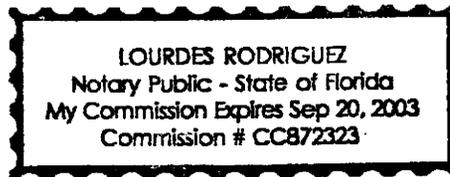
IN WITNESS WHEREOF, we have hereunto set our hands and seal this 19th day of

August, 2003.

By: [Signature]
Manuel C. Diaz

Sworn to and subscribed before me this 19th day of August, 2003.
Affiant is personally known to me or has produced _____ as
identification.

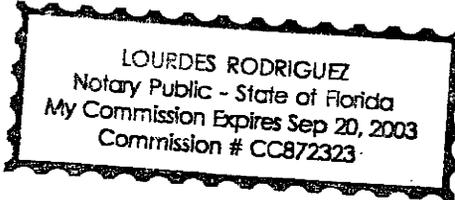
[Signature]
(Notary Public)
My commission expires 9/20/03



By: [Signature]
Emilia F. Diaz

Sworn to and subscribed before me this 19th day of August, 2003.
Affiant is personally known to me or has produced _____ as
identification.

[Signature]
(Notary Public)
My commission expires 9/20/03

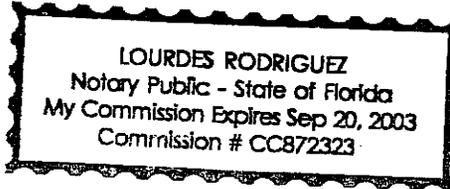


Diaz Landscaping & Nursery, Inc.

By: [Signature]
Name: Manuel C. Diaz
Title: President

Sworn to and subscribed before me this 19th day of August, 2003 by Manuel C.
Diaz as President of Diaz Landscaping and Nursery, Inc. Affiant is personally known to me or
has produced _____ as identification.

[Signature]
(Notary Public)
My commission expires 9/20/03

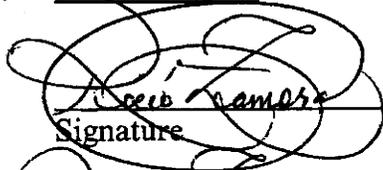


JOINDER

Fremont Investment & Loan, a California industrial bank ("Lender"), hereby executes this Joinder as of August 21, 2003, for the purpose of evidencing its consent to the foregoing Declaration of Restrictions dated as of August 21, 2003 (the "Restrictions") by and among Manuel C. Diaz, Emilia F. Diaz and Diaz Landscaping & Nursery, Inc. By this consent, Lender assumes no responsibility or liability for any of the terms or provisions of the Restrictions; provided, however, that if Lender or any other party obtain an ownership, beneficial or long-term leasehold interest in any portion of the Property, all terms, agreements and provisions of this Declaration of Restrictions shall be binding upon the parties obtaining such interest. Lender further agrees that the lien in force and effect of that certain Mortgage and Fixture Filing dated as of March 26, 2003, executed by Manuel C. Diaz, Emilia F. Diaz and Diaz Landscaping & Nursery, Inc., and recorded on April 2, 2003, at ORB 21142, at Page 3250 of the Public Records of Miami-Dade County, Florida (the "Mortgage") hereby is made subject and subordinate to the Restrictions. No modification or amendment of the Restrictions shall be binding upon Lender or subordinate to the lien of the Mortgage without the prior written consent of Lender.

IN WITNESS WHEREOF, these presents have been executed this 21st day of August, 2003.

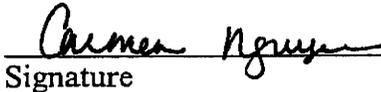
WITNESSES:



Signature

Loei Lamora

Print Name



Signature

Carmen Nguyen

Print Name

FREMONT INVESTMENT AND LOAN,
a California industrial bank

By: 

Signature

Matthew Gouyon, Assistant Vice President

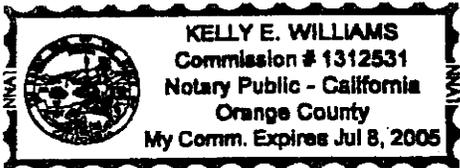
Print Name / Title

[LENDER NOTARY]

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On August 21, 2003, before me, Kelly E. Williams, a Notary Public, personally appeared Matt Gouvion, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS me hand and official seal.



Kelly E. Williams
Kelly E. Williams, Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PHASE I

PARCEL 1(#4, #6, #12, #17)

All of Northwest $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County Florida, Less the following:

Beginning at the Southwest corner of the NW $\frac{1}{4}$, run North $0^{\circ}36'32''$ West along West line of such NW $\frac{1}{4}$ for 530.0 feet; thence run North $89^{\circ}28'16''$ East parallel to the South line of such NW $\frac{1}{4}$ for 231.35 feet; thence run North $86^{\circ}50'49''$ East for 436.68 feet to a point on the East line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of such NW $\frac{1}{4}$, thence North $0^{\circ}32'21''$ West along such East line 30.00 feet; thence run North $89^{\circ}28'16''$ East parallel to the South line of such NW $\frac{1}{4}$ for 333.82 feet to the East line of the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the such NW $\frac{1}{4}$, thence South $0^{\circ}30' 15''$ East along such East line for 580.00 feet to the South line of the such NW $\frac{1}{4}$, thence South $89^{\circ}28'16''$ West along such South line for 1000.39 feet to the Point of Beginning.

LESS

West $\frac{1}{2}$ of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$;

LESS

South 264 feet of East $\frac{5}{8}$ of NW $\frac{1}{4}$;

LESS

North $\frac{3}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$;

LESS

East 50 feet of NW $\frac{1}{4}$;

LESS

West 35 feet of NW ¼;

LESS

A portion of the Northwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 19; thence North 00°36'32" West along the West line of the such Northwest 1/4 of Section 19 for 530.00 feet; thence North 89°28'16" East for 35.00 feet to a point on the East Right-of-way line of S. W. 117th Avenue, such point being the Point of Beginning of the parcel herein described; thence from the above established Point of Beginning run North 00°36'32" West along the such East Right-of-way line of S. W. 117th Avenue for 293.48 feet to a point on the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of such Section 19; thence North 89°22'40" East along the such North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19 for 632.94 feet to the Northeast corner of the such South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19; thence North 00°32'20" West along the West line of the West 1/2 of the Northeast 1/4 of the such Southwest 1/4 of the Northwest 1/4 of Section 19 for 494.71 feet to the Northwest corner of the such West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19; thence North 89°19'19" East along the such West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19 for 334.27 feet to the Northeast corner of the such West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19; thence South 00°30'14" East along the East line of the West 1/2 of the East 1/2 of the Southwest 1/4 of the such Northwest 1/4 of Section 19 for 740.10 feet; thence South 89°28'16" West for 333.82 feet to a point on the East line of the Southwest 1/4 of the such Southwest 1/4 of the Northwest 1/4 of Section 19; thence South 00°32'20" East along the such East line of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19 for 30.00 feet; thence South 86°50'49" West for 436.68 feet; thence South 89°28'16" West for 196.35 feet to the Point of Beginning.

AND LESS

The North 660.00 feet of the East 660.00 feet of the NW 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

AND

That part of the East ½ of the SE1/4 of SW1/4 of SW1/4 of Section 18, Township 56 South, Range 40 East, lying South of Bailes Road, per Clerk's File No 64R-189139.

AND

The West ½ of the Southwest ¼ of the Southwest ¼ of the Southwest ¼ of Section 18, Township 56 South, Range 40 East lying South of Bailes Road, lying and being in Miami-Dade County, Florida.

AND

Tract 6, Less the West 103 feet thereof, of SOUTH MIAMI GARDENS, SECOND AMENDED PLAT, according to the Plat thereof, as recorded in Plat Book 48, at page 28 of the Public Records of Miami-Dade County, Florida.

PARCEL 1A

The West ½ of the Northeast ¼ of the Northwest ¼ of the Northwest ¼ of Section 19, Township 56 South, Range 40 East lying and being in Miami-Dade County, Florida.

PARCEL 2 (# 98)

The South 2/5 of the NE1/4 of the SW1/4, less the East 50 feet; and the South 2/5 of the East ¼ of the NW1/4 of the SW1/4; and the South 2/5 of the West ½ of the East ½ of the NW1/4 of the SW1/4, all in Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

PARCEL 3 (# 14 and # 15)

Tract 5, Less the West 132 feet and Less the East 25 feet thereof, according to the AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the Plat thereof, as recorded in Plat Book 31, at page 58 of the Public Records of Miami-Dade County,

Florida.

Tract 1, of FLORENCE B. HOLFERTY'S FARM, according to the Plat thereof, as recorded in Plat Book 51 at page 24 of the Public Records of Miami-Dade, County, Florida, Less the following Parcel, to-wit: Begin 25 feet East of the Northwest corner of such Tract 1, thence East 107.65 feet, thence South 107 feet, thence West 107.65 feet, thence North 107 feet to the Point of Beginning.

PARCEL 4 (# 5)

The West $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Less that part lying North of Bailes Road, Section 18, Township 56 South, Range 40 East, Miami-Dade County, Florida, such Property being more particularly described as follows:

A portion of the SW $\frac{1}{4}$ of Section 18, Township 56 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the Southwest corner of such SW $\frac{1}{4}$ of Section 18; thence along the South line of such SW $\frac{1}{4}$, N89°10'24" East, 670.16 feet to a point of intersection with the West line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18; thence along such West line N1°26'19" West, 40.00 feet to a point on the North Right of way line of the zoned right of way of SW 232nd Street, such point also being the Point of Beginning of the following described parcel of land; thence continue N1°26'19" West, 179.97 feet to a point of intersection with the Southerly right of way line of Bailes Road; thence along such Southerly right of way line S74°50'58" East, 341.74 feet; thence continue along such Southerly right of way line S62°23'21" East, 8.89 feet to a point of intersection with the East line of the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, of the SW $\frac{1}{4}$ of Section 18; thence along such East line S1°19'57" East, 81.66 feet to a point of intersection with the aforementioned North right of way line of the zoned right of way of SW 232nd Street; thence along such North right of way line lying 40.00 feet, as measured at right angles; North of and parallel with the South line of such SW $\frac{1}{4}$ of Section 18, S89°10'24" West, 335.15 feet to the Point of Beginning.

PARCEL 5

The South 107 feet of the West 107.65 feet, Less the East 25 feet of Tract 1 of AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the Plat thereof, as recorded in Plat Book 31, at page 58 of the Public Records of Miami-Dade County, Florida.

PHASE II

PARCEL 1 (#11)

All of Tract 1 of the AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the Plat thereof, as recorded in Plat book 31, at page 58 of the Public Records of Miami-Dade County, Florida, Less the South 107 feet of the West 107.65 feet, and Less the East 25 feet;

And

All of Tract 7 of the 2 ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the Plat thereof, as recorded in Plat Book 48, at page 28 of the Public Records of Miami-Dade County, Florida.

PARCEL 2 (# 7)

The North 262 feet of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

PARCEL 3 (# 44)

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ in Section 24, Township 56 South, Range 39 East, Less the East 35 feet thereof, lying and being in Miami-Dade County, Florida.

PARCEL 4 (# 45)

The North 902.55 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ in Section 24, Township 56 South, Range 39 East, Less the East 35 feet thereof, lying and being in Miami-Dade County, Florida.

PARCEL 5

A portion of the Northwest $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of the Northwest $\frac{1}{4}$ of Section 19; thence North $00^{\circ}36'32''$ West along the West line of the such Northwest $\frac{1}{4}$ of Section 19 for 530.00 feet; thence North $89^{\circ}28'16''$ East for 35.00 feet to a point on the East Right-of-way line of S. W. 117th Avenue, such point being the Point of Beginning of the parcel herein described; thence from the above established Point of Beginning run North $00^{\circ}36'32''$ West along the such East Right-of-way line of S. W. 117th Avenue for 293.48 feet to a point on the North line of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of such Section 19; thence North $89^{\circ}22'40''$ East along the such North line of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19 for 632.94 feet to the Northeast corner of the such South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19; thence North $00^{\circ}32'20''$ West along the West line of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the such Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19 for 494.71 feet to the Northwest corner of the such West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19; thence North $89^{\circ}19'19''$ East along the such West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19 for 334.27 feet to the Northeast corner of the such West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19; thence South $00^{\circ}30'14''$ East along the East line of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the such Northwest $\frac{1}{4}$ of Section 19 for 740.10 feet; thence South $89^{\circ}28'16''$ West for 333.82 feet to a point on the East line of the Southwest $\frac{1}{4}$ of the such Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19; thence South $00^{\circ}32'20''$ East along the such East line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19 for 30.00 feet; thence South $86^{\circ}50'49''$ West for 436.68 feet; thence South $89^{\circ}28'16''$ West for 196.35 feet to the Point of Beginning.

PROFESSIONAL RESUME

GUILLERMO OLMEDILLO

6840 SW 130TH. TERRACE
MIAMI, FLORIDA 33156
TEL. 786 252 0381/954 646 8507
Fax 786 242 7699
E mail golmedil@bellsouth.net

PROFESSIONAL EXPERIENCE

01/01/01 TO PRESENT

Private practice as planning and zoning consultant.

Coordination of the political redistricting plan for Miami-Dade County, involving the reconfiguration of the 13 Commission Districts.

Assistance to the Village of Key Biscayne during the legal proceedings related to the development of the Recreation Center and the New Fire and Police Building.

Planning and zoning consulting services to several developers and municipalities.

Vice President for Development, Swerdlow-Group.

In charge of public agency relations and permitting. Major Projects: Cypress Creek Park and Ride; Last Phase of Dolphin Mall; Initial phase of the "Munisport" Site Development Project.

1992 - 2001.

Director of the Department of Planning and Zoning, and the Department of Planning, Development and Regulation Miami-Dade County.

Responsibilities included: management of a staff of more than 500 employees; management of the Comprehensive Development Master Plan, considered the "Constitution for Land Use" in Miami-Dade County; management of the development permitting process, issuing 150,000 building permits, and 450,000 inspections annually; delivering recommendations to the Board of County Commissioners on applications for comprehensive plan amendments, zoning district amendments, variances and special exceptions; preparing recommendations to the BCC on applications for annexations and incorporations of new cities.

Major projects included the "Planning Director's Report on Incorporations and Annexations"; major revisions to the Comprehensive Development Master Plan of Miami-Dade; reorganization of the development permitting process to incorporate interactive computer operations and to reduce the length of the process.

1985 - 1992.

Deputy Director of the Department of Planning, Building and Zoning; and Chief of the Neighborhood Division and the Zoning Division of the Planning Department, City of Miami.

Responsibilities included management of day-to-day operations of the Planning and Zoning Divisions of the Department; issuance of recommendations at public hearings for development applications; management of the Zoning Code and the Miami Neighborhood Master Plan.

Major projects included the re-write of the Zoning Code, Ordinance 11000, still in effect; the Land Use Element of the MCNP for the City, the

first comprehensive plan prepared in the City under the 1985 Growth Management Act.

1977 - 1985.

Urban designer and developer for ten large development projects in partnership with Samuel M. Beraja. Caracas, Venezuela.

1976 - 1977.

Director for Development, Fondo Nacional de Desarrollo Urbano. (Venezuelan public financial institution).

Responsibilities included the analysis of large housing projects to determine the level of funding by the Fondo Nacional de Desarrollo Urbano.

Major projects include a system to distribute funding to projects in different regions of the country, consistent with all national housing policies.

1969 - 1976.

Director of Planning, Capital Region. Venezuela.

Responsibilities included the preparation of urban development plans for all cities and towns within the Capital Region jurisdiction.

1968 - 1969.

Architect for the Swedish Development Corporation (SENTAB). Venezuela.

CERTIFICATIONS

American Institute of Certified Planners.

EDUCATION

1975.

Urban and Regional Planning Diploma, CENDES, Venezuela.

1973 - 1974.

Urban and Regional Planning Fellowship, Massachusetts
Institute of Technology Cambridge, Massachusetts.

1962 - 1968.

Bachelor of Architecture, University of Miami. Miami,
Florida.

OLMEDILLO X 5, INC.
URBAN AND REGIONAL PLANNING.
PLANNING AND ZONING CONSULTANTS

August 21, 2003

Miguel Diaz de la Portilla, Esq.
Duane Morris, LLP.
200 South Biscayne Boulevard. Suite 3410.
Miami, Florida 33131-2397
Via Electronic Mail

Reference: Silver Palm Development Project. Lennar Homes.
Subject: Finding of Urbanized Area.

Dear Mr. Diaz de la Portilla:

There are three fundamental reasons to determine that the area of the referenced property is located within an "urbanized area".

1. The Comprehensive Development Master Plan for Miami-Dade County has designated this property as Low Density Residential.

In 1997, the Board of County Commissioner adopted the 2005 and 2015 Future Land Use Plan for Miami-Dade County, which included the subject property within the area to be developed by the year 2005.

This determination is based on the population projections and the need for the different land uses that are part of the adopted CDMP.

2. The County, through its different boards and departments has issued development orders within the immediate area.

Changes of zoning and building permits have already been issued in the immediate area.

3. Infrastructure already exists in the area of the subject property.

Roads and other services provide access and hookup opportunities to existing development in the immediate area.

All this is clear evidence that the area is urbanized and that already issued development orders will further develop it.

I intend to render this as my testimony when I appear as an expert witness at the public hearing considering the subject property application.

Sincerely,

Guillermo Olmedillo

**OLMEDILLO X 5, INC.
URBAN AND REGIONAL PLANNING,
PLANNING AND ZONING CONSULTANTS**

September 11, 2003

Miguel Diaz de LA Portilla, Esq.
Duane Morris P. A.
200 South Biscayne Boulevard, Suite 3410.
Miami, Florida 33131-2397

Ref: Silver Palm Application.

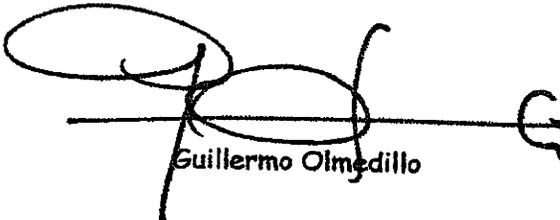
Dear Mr. Diaz de La Portilla:

Pursuant to our conversation, the following is a list of highlights of my testimony before the Community Zoning Appeals Board 14, on the Manuel Diaz/Silver Palm Application.

1. Consistency of the application with the CDMP, particularly the Future Land Use Element; the Future Land Use Map; the Interpretation of the Land Use Designations; and the Housing Element.
2. Consistency of the application with the population projections, adopted as policy by the Board of County Commissioners.
3. Compatibility of the proposed development with the surrounding neighborhoods.
4. Consistency of the proposed development with the "Urban Design Guidelines" adopted by the Board of County Commissioners.
5. Compliance of the application with adopted "Levels of Service".
6. The evidence of urbanization in the area.

Please submit this letter into the record of the Department of Planning and Zoning.

Sincerely,


Guillermo Olmedillo

6840 SW 130 TERRACE • MIAMI, FL. • 33156
PHONE: 786 252 0381/954 646 8507 • FAX: 786 242 7699
ELECTRONIC MAIL: GOLMEDIL@BELL SOUTH.NET

RAMON ALVAREZ, PE, PTOE

SENIOR VICE PRESIDENT - GENERAL MANAGER

Professional Engineer

State of Florida - #33065,1983

Puerto Rico - #9154, 1983 (Inactive)

Master of Science, Engineering

University of South Carolina, 1977

Professional Traffic Operations Engineer

Transportation Professional Certif. Board, 2000

Bachelor of Science, Civil Engineering

University of Puerto Rico, 1975

Professional Affiliations:

Institute of Transportation Engineers

American Society of Civil Engineers

National Parking Association

Intelligent Transportation Systems Council (ITS)

Honors/Accomplishments:

Eagle Scout

Dale Carnegie Graduate Assistant

University of Miami Seminars-Guest Speaker

Florida International University-Guest Speaker

Florida Section Institute of Transportation Engineers - Speaker

Institute of Transportation Engineers-Speaker

Continuing Education:

Institute of Transportation Engineers (ITE) Highway Capacity Seminar

Florida Department of Transportation FSUTMS (Transit) Seminar

Institute of Transportation Engineers (ITE) Intelligent Vehicle-Highway Systems Seminar

Dale Carnegie Course

PROFESSIONAL EXPERIENCE:

1998-Present: David Plummer and Associates, Coral Gables, Florida: Senior Vice President/
General Manager

In charge of day to day operations of Coral Gables office technical sections. Responsible for technical and administrative direction of the firm's headquarters. Coral Gables office includes Transportation and Civil Engineering divisions as well as support staff such as CADD, word processing and graphics. Mr. Alvarez is also responsible for coordinating office operations with other DPA offices and participating in setting and implementing corporate policy.

1994-1998: Vice President/Transportation Division

Responsible for the overall direction of the Transportation Division. This section includes Traffic Engineering, Transportation Planning, Preliminary Engineering and Environmental Sciences. Responsible for major transportation projects, technical quality control, client

DAVID PLUMMER & ASSOCIATES, INC.

RAMON ALVAREZ, PE, PTOE

SENIOR VICE PRESIDENT - GENERAL MANAGER

coordination and contract administration. Member of the firm's management committee setting administrative and promotional policy.

1991-1994: University of Miami, Coral Gables, Florida: Adjunct Faculty

Teach 500-level transportation courses (last year undergraduate and graduate students). The courses included Traffic Engineering, Transportation Systems Planning and Demand Forecasting. Course work included lectures, exams, computer workshops and special practical projects.

1987-1994: David Plummer and Associates, Coral Gables, Florida: Senior Associate/Director of Transportation

Responsible for planning, scheduling, and review of transportation studies for the Coral Gables office. Supervise and allocate department personnel and resources. Coordinate department project schedule with other departments and branch offices including drafting/clerical staff. Coordinate work efforts with clients and other consultants. Prepare transportation technical proposals. Organize and participate in technical proposal presentations. Provide technical assistance in Project Development and Engineering (PD&E) studies and specialized expertise to the branch offices in Ft. Myers and West Palm Beach. Hire and train transportation personnel. Responsible for selection and installation of computer hardware and transportation/general applications software.

1983-1987: Associate/Project Manager

Responsible for traffic impact assessment studies for single and mixed use developments including residential, retail, office, hospitals, stadiums, and Developments of Regional Impact (DRI). Participation in these studies included analysis, project coordination with clients and public agencies as well as presentations/meetings with public officials and citizen groups.

Directed numerous signal warrant, intersection traffic operation and arterial studies. These studies include evaluation of existing conditions such as corridor speed/delay (measured with electronic equipment), signal phasing, timing and progression (using the SOAP, PASSER, and TRANSYT-7F computer programs). Alternative traffic operation improvements were formulated and evaluated. Recommendations and preliminary cost estimates were developed from these alternatives.

Primarily responsible for parking studies including parking demand/use, revenue bonds feasibility and annual reports. Directed several origin/destination and trip generation studies. Principal involvement in urbanized area planning and UTPS modeling studies including Project Manager for the Ocala Area Transportation Study. Performed model data validation study for Dade County. Introduced computer modeling to the firm including QRS, TMODEL and Micro-FSUTMS. Installed computer models for Broward, Lee, and Palm Beach Counties.

DAVID PLUMMER & ASSOCIATES, INC.

RAMON ALVAREZ, PE, PTOE

SENIOR VICE PRESIDENT - GENERAL MANAGER

1983: Schimpeler Corradino Associates, Coral Gables, Florida Associated/Administrative Manager

Responsible for administrative matters at the Coral Gables Branch Office. Project engineer for the design of guide signs on local streets intersecting with expressways and driveway location studies. Assisted in the development of a bus operating cost model for the Los Angeles Transit System.

1981-1983: Transportation Engineer III

Project engineer for the development of new UTPS planning models for San Juan and training of local agency personnel. Assisted in the design of questionnaires and coordination of on-board and telephone surveys for a statewide transit study in Florida. Participated in the development of standard transit network and assignment models for Florida and refinement/editing of the Los Angeles transit network. Responsible for updating the cash flow model for the Dade County transit system.

1980-1981: Schimpeler Corradino Associates (in Joint Venture with the Kaiser Transit Group), Miami, Florida: Traffic Engineer III

Involved in traffic engineering design and studies for all the vehicular access elements of the rapid transit system in Dade County, Florida. Responsible for construction plan reviews and assisted in the preparation of signing and marking plans and Master Plan/Typical Section drawings for the Florida Department of Transportation road construction projects. Assisted in the definition of roadway geometrics using the computer program COGO. Participated in the conversion of the Dade County transit network from the UNET to the INET format. Performed traffic analysis for alternative station sites for the proposed Houston Rail Transit System. Assisted in corridor traffic analysis for the Detroit Light Rail Transit System.

1978-1980: Traffic Planner II (Station Area Design and Development-SADD)

Responsible for the traffic and transportation element of 10 transit station areas in the SADD program in Dade County, Florida. This multi-disciplinary program identified and recommended desirable land uses around each of the 20 transit stations. The traffic and transportation element of the program consisted of defining existing traffic conditions, estimating future traffic volumes and developing transportation plans for each alternative land use plan. The process required extensive technical analysis and a very intensive public involvement program.

1977-1978: Traffic Planner II (Systems Planning and Analysis)

Responsible for traffic engineering support for various traffic planning and operations studies. Analysis of feeder bus access to transit stations, bikeway planning and pedestrian flow. Involved

DAVID PLUMMER & ASSOCIATES, INC.

RAMON ALVAREZ, PE, PTOE

SENIOR VICE PRESIDENT - GENERAL MANAGER

in the formulation of parking policies for the Miami CBD and transit station areas. Responsible for transit network analysis and editing for the Dade County transit system.

1977: Schimpeler Corradino Associates, Louisville, Kentucky: Transportation Planner II

Involved in the development of a transit sketch planning manual for small communities in the State of Florida. This manual assesses the demand for transit, estimates the cost and aids in the design and implementation of a small transit system.

1976-1977: University of South Carolina, Columbia: Teaching Assistant, School of Engineering

Prepared and conducted weekly lectures in engineering drawing, supervised and evaluated students work.

1976: University of South Carolina, Columbia: Graduate Assistant, Traffic and Transportation Center

Testing of transportation software and preparation of documentation.

1974 (Summer): Puerto Rico Highway Authority, Bayamon: Engineering Technician III

Assisted in conducting field surveys, soil tests and construction inspection for a new highway, the Rio Hondo Expressway.

1973 (Summer): Puerto Rico Highway Authority, Carolina: Engineering Technician III

Assisted in conducting field surveys, soil tests and construction for the widening of Route PR 3.

MT. PLEASANT MISSIONARY BAPTIST CHURCH
11591 S. W. 220TH STREET
GOULDS, FLORIDA 33170
Dr. James C. Wise, Pastor
Phone: 305 253-2905 Fax: 305 254-1479
E-mail: Wise603@Bellsouth.net

Rev. Kelly Cason
Assistant to Pastor

Associate Ministers
Lic. Keith Akins
Lic. Quorion Tanner
Lic. Jeremy Young

August 20, 2003

Sis. Willie Mae Poole
Assistant to Administrator
Sis. Daisy Akins
Church Clerk
Sis. Yvonne Walter
Financial Secretary
Sis. Winifred Z. Pope
Treasurer

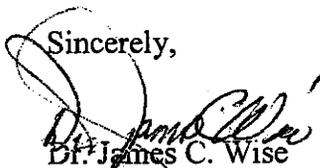
TO WHOM IT MAY CONCERN:

As a Pastor who has served South Dade and Goulds for more than 29 years, I am pleased to see that a major company such as Lennar would like to invest in the development of this community. For too many years we have watched property values increase in other neighborhoods as new development enhanced those communities. The Manuel Diaz property will serve as an excellent location for the single family homes and townhomes that are being proposed.

I am particularly pleased that a Charter School for over a thousand students will be built and that the designs calls for a great number of trees as well as accessible lakes. Such a development is sure to increase the property values of those who have lived in this area for many years.

I support this development and encourage the Community Council to support it as well.

Sincerely,



Dr. James C. Wise
Pastor



Board of Directors

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JL Demps, Jr.

Vice President
Cartyle Webb

Secretary
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Dr. Wilson Bell

Holly Cooper

Col. Roland Ellis

Min. Johnny Futch

Min. Errol Leandrea

Rev. Ernest Morrow

Lizzirene Pope

Jimmy Robinson

Executive Director
Robin Oxford

August 20, 2003

Community Council No. #15

Please be advised that the Board of Directors of the Goulds CDC has passed a resolution authorizing JL Demps Jr. President, of the CDC to speak on the behalf of this organization.

If further information is needed on this matter, please do not hesitate to contact our office.

Sincerely,

Robin Oxford
Executive Director





Board of Directors

President
JL Demps, Jr.

Vice President
Carlyle Webb

Secretary
Lewis Canty

Dr. Wilson Bell

Holly Cooper

Col. Roland Ellis

Min. Johnny Futch

Min. Errol Leandrea

Rev. Ernest Morrow

Lizzirene Pope

Jimmy Robinson

Executive Director
Robin Oxford

August 19, 2003

Community Council No. 15

Re: Silver Palm Development by Lennar Homes, Inc.

Please be advised that this correspondence is being written in support of the Silver Palm Development by Lennar Homes, Inc. by the Goulds Community Development Corporation, Inc.

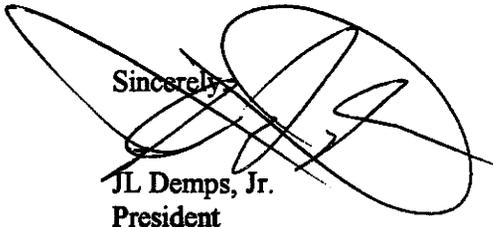
The Board of Directors of the Goulds CDC sees the Silver Palm Development as an opportunity to contribute to the establishment of a higher quality of life for the residents and future residents of this community. It is a goal of the CDC to see that the Community of Goulds becomes an area where not only we and our parents can continue to live and enjoy, but also one in which our children, as they become successful adults can return to and find homeownership opportunities that will suit their life style and needs as well.

We are particularly honored by the participation of Lennar Homes, one of the largest developers in the country; in bringing homeownership opportunities to our community.

We wish Lennar Homes success in this endeavor and award them our full support.

If further information is needed on this matter, please do not hesitate to contact our office.

Sincerely,



JL Demps, Jr.
President





OPTIMIST INTERNATIONAL

Greater Goulds Optimist Club

11025 S. W. 223 Street
Goulds, Florida 33170
(305) 255-9747

Lorenzo Williams, Vice President
Kimberly P. Demps, Secretary/Treasurer

JL Demps, Jr., President

Arthur Wallace, Vice President

August 20, 2003

Community Council 15

RE: SILVER PALM DEVELOPMENT BY LENNAR HOMES INC.

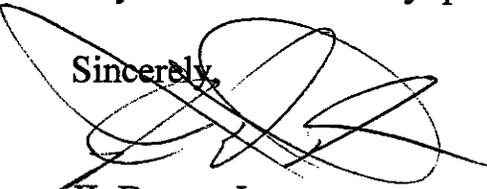
The Board of Directors of the Greater Goulds Optimist Club supports Lennar Homes Incorporated in the building of their Silver Palm Development in the Goulds community.

As Goulds is growing more and more each day, we feel that this type of development promotes a healthy environment in our community. We welcome the children that this development will bring.

As Lennar Homes is one of the largest developers in the country, we are truly honored that they have chosen Goulds to build their Silver Palm project.

If you should have any questions, please give me a call at 305-255-9747.

Sincerely,



JL Demps Jr.
President

CC: Board of Directors/Greater Goulds Optimist Club

Goulds Church of Christ

22800 S.W. 112th Ave. • P.O. Box 97-0447 • Miami, Fl. 33197-0447 • Phone: (305) 253-6122 / 253-0535

LEONARD WOOTEN
ELDER
305-255-7178

AARON HOLLOWAY, JR.
ELDER
305-235-0450

EDWARD GOODING
ELDER
305-255-2010

DEACONS
WILLIE JONES
EVANGELIST
MALCOLM TOMLIN, JR.

September 23, 2003

Madam Chairwoman and members of Community Council 15:

Due to a prior commitment, I am unable to personally attend this meeting, but please accept this letter as if this were my personal testimony. I apologize if this renders any inconvenience. I am Pastor Leonard C. Wooten, the Senior Pastor of the church of Christ in Gould's. I have served the congregation at Goulds church of Christ, located at 22800 SW 112 Avenue for over 30 years and we are proud participants in the Goulds community.

Unfortunately, our community has not shared in the same economic benefits that others have in Miami-Dade County. I have been in this area for many years and I am very familiar with its many needs. This is why I support this project, Silver Palm, because it will be of great benefit to our community. It will be the economic boost that our area needs. One reason being is the jobs that will be created with this project. This will help the neighborhood tremendously.

I am aware of what is being proposed and feel it is better to have one developer do a phased project than split the project up into five or six parcels of land. To my comprehension, this community is well planned with a top-notch developer, Lennar, and the professional landscaping of Manuel Diaz committing to over 20,000 trees. The community project will also provide a school, parks and new residents that will contribute to the growth of the local congregations, a welcomed effort that Goulds have been waiting for. Respectfully, I along with other community leaders support the Silver Palm project and strongly recommend that you vote for the approval of this application.

Sincerely,


Leonard C. Wooten, Senior Pastor

FILE COPY

DUANE MORRIS

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WILMINGTON
CHERRY HILL
HARRISBURG
BANGOR
PRINCETON
PALM BEACH
WESTCHESTER

MIGUEL DIAZ DE LA PORTILLA, ESQ.
DIRECT DIAL: 305.960.2235
E-MAIL: mdportilla@duanemorris.com

www.duanemorris.com

September 5, 2003

Mr. Raul A. Pino
Chief of Land Development Division
Miami Dade County Public Works
111 N.W. 1st Street
Suite 1420
Miami, Florida 33128-1970

**Re: Manuel C. & Emilia Diaz, et al. rezoning / Silver Palm Development Project
by Lennar Homes, Inc.
Hearing No.: 02-377**

Dear Mr. Pino:

This letter will memorialize your conversation of August 29, 2003, with Ray Melendi, and our conversation of today regarding the referenced application. It is my understanding that the Public Works Department agrees that S.W. 236 Street and S.W. 240 Street at 119 Avenue **will not be open** to the public until there is a R.O.W. dedication to the County from the homeowners West of 119th Avenue. I also understand that you will advise CZAB 15 of your agreement to "Dead End" S.W. 236 Street and S.W. 240 Street at the September 23, 2003, hearing on our application.

I appreciate the department's willingness to work with us to please the neighbors to the West of Silver Palm.

Sincerely,



Miguel Diaz de la Portilla, Esq.

MDP/eb

cc: Mr. Ray Melendi

DUANE MORRIS

FIRM and AFFILIATE OFFICES

LUIS E. ROJAS, ESQ.
DIRECT DIAL: 305.960.2244
E-MAIL: lerojas@duanemorris.com

www.duanemorris.com

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PALM BEACH
WESTCHESTER

July 2, 2003

Dear Neighbor:

You are invited to attend a town meeting on July 10th and July 14th, 2003 from 7:00 p.m. to 8:30 p.m. The location of the meeting will be at 9231 S.W. 215 Terrace. The purpose of the meeting is to discuss the new community at Silver Palm by Lennar Homes, Inc., located between 112th and 119th Avenue and between 232nd and 240th Street.

We will have an open forum to allow you to ask questions and provide your input. We hope to see you there.

If you have any questions, please do not hesitate to give me a call.

Sincerely,

Luis E. Rojas

LER/eb

DUANE MORRIS LLP

200 SOUTH BISCAYNE BOULEVARD, SUITE 3410 MIAMI, FL 33131-2397
MIA\110515.1

PHONE: 305.960.2200 FAX: 305.960.2201

DUANE MORRIS

FIRM and AFFILIATE OFFICES

LUIS E. ROJAS, ESQ.
DIRECT DIAL: 305.960.2235
E-MAIL: lrojas@duanemorris.com

www.duanemorris.com

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WILMINGTON
CHERRY HILL
HARRISBURG
BANGOR
PRINCETON
PALM BEACH
WESTCHESTER

August 15, 2003

Dear Neighbors,

It is our understanding that there may be a misconception regarding the new Lennar Homes community, Silver Palm. The false representation is that the community will include 4 story rental or condominium buildings. We want to clarify that the community will not have, and never included zero lot line homes, apartments, rentals, condominiums or 40 foot buildings. This has been a deceptive representation.

The Silver Palm community will be made up exclusively of single family homes, coach homes, and town homes. The community will include lakes, parks, green areas, 20,000 trees, and a clubhouse.

If you should have any questions or concerns please call me at 305-960-2244 or Mr. Anthony Seijas, President of Lennar Homes, Miami Dade at 305-229-6400.

Sincerely,

Luis E. Rojas, Esq.

LER/eb

MIAMI-DADE COUNTY, FLORIDA



DEPARTMENT OF PLANNING AND ZONING

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

PERMITTING AND INSPECTION OFFICE
11805 S.W. 26 Street
MIAMI, FLORIDA 33173
 IMPACT FEE SECTION
(786) 315-2870 • SUITE 145
 ZONING INSPECTION SECTION
(786) 315-2600 • SUITE 223
 ZONING PERMIT SECTION
(786) 315-2666 • SUITE 106
 ZONING PLANS PROCESSING SECTION
(786) 315-2650 • SUITE 113

August 18, 2003

Mr.

Re: Zoning hearing application #02-377; Manuel C. & Emilia Diaz; property located at the Southwest corner of S.W. 112 Avenue and S.W. 232 Street, Miami-Dade County, Florida.

Dear Mr.

This office is in receipt of your letter dated August 15, 2003 regarding the above referenced zoning hearing application (the "Application"). Specifically you have requested information regarding the types of residential units that have been proposed in this project.

Please consider this letter as confirmation that the Application does not currently nor has ever contained any multifamily or apartment complexes within the site plan submitted to this Department. Furthermore the submitted site plan has only been comprised of two story townhomes, one and two story single-family detached homes, a clubhouse and a site for a future charter school. The plans are on file with this Department and you may view those plans at your convenience in the Zoning Hearings Section, 111 N.W. 1 Street, 11th floor.

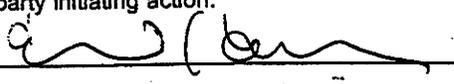
I trust that this information is of assistance to you. Should you have any further questions on this matter, please do not hesitate to contact me again.

Yours truly,

Diane O'Quinn Williams
Director

DO'QW:cr

cc: hearing file

<input checked="" type="checkbox"/> IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA <input type="checkbox"/> IN THE COUNTY COURT IN AND FOR DADE COUNTY, FLORIDA		
DIVISION <input type="checkbox"/> CIVIL <input type="checkbox"/> OTHER	CIVIL COVER SHEET	CASE NUMBER 03 7 5815
PLAINTIFF Summeville Development, Inc	VS. DEFENDANT Manuel Dorta- Duque	CLOCK IN 2003 JUL 18 10 33 AM CLERK OF COURT DADE COUNTY FLA.
The civil cover sheet and the information contained here does not replace the filing and service of pleadings or other papers as required by law. This form is required by the Clerk of Court for the purpose of reporting judicial workload data pursuant to Florida Statute 25.075. See instructions and definitions on reverse of this form.		
TYPE OF CASE (Place an 'x' in one box only)		
Domestic Relations	Torts	Other Civil
<input type="checkbox"/> Simplified dissolution <input type="checkbox"/> Dissolution of Marriage <input type="checkbox"/> Support - IV-D <input type="checkbox"/> Support - Non IV-D <input type="checkbox"/> URESA - IV-D <input type="checkbox"/> URESA - Non IV-D <input type="checkbox"/> Domestic Violence <input type="checkbox"/> Other domestic relations	<input type="checkbox"/> Professional Malpractice <input type="checkbox"/> Products liability <input type="checkbox"/> Auto negligence <input type="checkbox"/> Other negligence	<input checked="" type="checkbox"/> Contracts <input type="checkbox"/> Condominium <input type="checkbox"/> Real property/Mortgage foreclosure <input type="checkbox"/> Eminent domain <input type="checkbox"/> Other
Is Jury Trial Demanded in Complaint? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		DATE: 7/18/03
Signature of Attorney for party initiating action: 		Elliott Harris, Esq. FBN 097072
JUDGE:		

IN THE CIRCUIT COURT FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

SUMMERVILLE DEVELOPMENT,
INC., a Florida corporation,

Plaintiff,

vs.

MANUEL DORTA-DUQUE,

Defendant.

CASE NO.

DIVISION 03 1681

COMPLAINT FOR DECLARATORY
RELIEF

Fla. Bar No. 097072

215
ISSI
RCP 7265

FILED IN THE CIRCUIT COURT FOR MIAMI-DADE COUNTY, FLORIDA
JUL 18 2002

Plaintiff, SUMMERVILLE DEVELOPMENT, INC., a Florida corporation, sues defendant, MANUEL DORTA-DUQUE, and alleges:

1. This is an action for declaratory relief pursuant to Florida Statutes Chapter 86 pertaining to the Contract and Addendum between the parties of this action. The Contract is attached hereto as Plaintiff's Exhibit "A" and the Addendum is attached hereto as Plaintiff's Exhibit "B." The amount in controversy under the terms of the attached agreement is within the jurisdictional amount for this court and, accordingly, this court has jurisdiction pursuant to section 86.011, Florida Statutes.

2. On or about April 10, 2002, defendant and G.C. Homes, Inc., entered into a contract for the purchase and sale of real property as described in Plaintiff's Exhibit "A." In May, 2002, defendant and G.C. Homes, Inc., entered

into an addendum to such contract, Plaintiff's Exhibit "B."

3. The property described in Plaintiff's Exhibit "A" was a portion of larger parcels plaintiff was acquiring from other sellers.

4. The interest of G.C. Homes, Inc., in and to the attached Contract and Addendum thereto were assigned to plaintiff, Summerville Development, Inc.

5. Pursuant to the terms of the Contract, defendant was to have paid Steel, Hector & Davis, LLP, Escrow Agent, a \$50,000.00 deposit.

6. As stated in the Addendum, attached, plaintiff was acquiring the subject property from Claude F. Daigle, Jr., and the transaction between plaintiff and defendant was to take place on the same date as the closing between plaintiff and Claude F. Daigle, Jr.

7. The Addendum to the Contract, Plaintiff's Exhibit "B," provides in paragraph 11 thereof:

11. Notices. Notices under the Contract, as amended by this Addendum, shall be deemed served when deposited in the United States mail, registered or certified mail, return receipt requested, with sufficient postage attached and directed to the party in question at the address specified in the Contract, or when delivered to Federal Express or other overnight delivery service during normal business hours, and addressed to the party in question at the address specified in the Contract.

8. Because of contingencies pertaining to a land acquisition loan, plaintiff did not know of a firm closing date until February 11, 2003, for a closing to

take place on Friday, February 14, 2003. Notice was not given to defendant in the manner in which notice would be "deemed served" pursuant to paragraph 11 of the Addendum, but attorney for defendant, Thomas V. Egan, Esq., who is also a member of the firm serving as escrow agent, received notice by facsimile transmission ("fax") on February 11, 2003, along with copies of all closing documents all with a copy of a prior commitment to insure title. Mr. Egan did not respond to the fax but later acknowledged receipt of same. A copy of such fax is attached hereto as Plaintiff's Exhibit "C."

9. Ray Castellanos, an officer of plaintiff, discussed the proposed closing with defendant by cellular telephone and defendant told Ray Castellanos that defendant knew that his attorney, Mr. Egan, was attempting to contact him. Defendant had previously been informed that the closing was imminent.

10. Time was of the essence under the terms of the attached agreement.

11. Both defendant and his attorney had actual notice of the time and place of the closing.

12. Plaintiff caused all necessary closing papers to be prepared, had a deed prepared directly from Claude F. Daigle, Jr., to defendant, had a survey prepared and certified to, among other persons, defendant, and complied with all conditions precedent to close the transaction with defendant other than the giving of notice in a manner which would have been "deemed served" as set

forth in paragraph 11 of the addendum.

13. Plaintiff has attempted on many occasions to obtain confirmation from the escrow agent that the \$50,000.00 deposit was actually paid. See Plaintiff's composite Exhibit "D." Plaintiff has received no confirmation that the deposit was, in fact, paid.

14. Defendant has taken the position that because notice of the closing was not given in the manner in which it would have been "deemed served" pursuant to paragraph 11, he did not have to close the transaction on February 14, 2003.

15. Although defendant knew that plaintiff acquired title to the property in February, 2003, defendant did not request a closing until correspondence from his attorney was received dated May 27, 2003, stating that defendant was ready, will and able to close on the transaction. Such correspondence was delivered by fax and not in the manner "deemed served," as set forth above. See Plaintiff's Exhibit "E." See also plaintiff's response to such correspondence, Plaintiff's Exhibit "F."

16. Plaintiff, from its own funds and through its lender, paid all sums necessary to acquire the property as well as adjoining parcels. Because defendant's funds were not used, contrary to expectations and because of defendant being dilatory, plaintiff does not desire to convey any interest in the

property to defendant; however, plaintiff cannot develop such property until the rights of defendant under the terms of the attached agreement are determined.

17. Although plaintiff is of the opinion that defendant breached the agreement by failing to timely close the transaction and, possibly, by failing to pay the deposit required under the terms of the agreement, plaintiff is in doubt of its position because:

a. Although defendant and his attorney received actual notice of the closing, defendant's attorney has contended that plaintiff did not give notice of the closing in the manner in which such notice would be "deemed served" pursuant to paragraph 11 of the agreement and therefore did not have to close on the purchase transaction; and

b. Plaintiff is unaware as to whether or not the deposit required under the terms of the agreement was, in fact, paid.

18. Plaintiff was required to retain the services of the undersigned attorney to bring this action and has agreed to pay its attorney a reasonable fee for his services.

19. Defendant or his attorney is in possession of duplicate originals or copies of all exhibits attached hereto.

WHEREFORE, plaintiff requests this Court to enter a declaratory judgment stating that defendant breached its agreement, that defendant has no right, title

of interest in and to the lands described in the attached agreement and that the deposit should be delivered to plaintiff as agreed upon and liquidated damages along with reasonable attorney's fees and the costs of this action.

ELLIOTT HARRIS, P.A.
Attorney for Plaintiff
111 S.W. 3rd Street
Sixth Floor McCormick Bldg.
Miami, Florida 33130
Tel #: 305-358-0146
Fax #: 305-358-0149

By: 

ELLIOTT HARRIS, ESQ.

CONTRACT FOR SALE AND PURCHASE
FAR/BAR



PARTIES: Manuel Dorta Duque his successors and/or assigns (Seller),
11999 S.W. 248th Street, Miami, Florida 33032 (Phone) 305-258-6040
G.C. Homes, Inc. a Florida corporation (Buyer),
8480 S.W. 167th Terrace, Miami, Florida 33157 (Phone) 305-252-9110

whereby agree that Seller shall sell and Buyer shall buy the following described real property and personal property (collectively "Property") pursuant to the terms and conditions of this Contract of Sale and Purchase and any riders and addenda ("Contract"):

DESCRIPTION: Graphic depiction:
(a) Legal description of the Real Property located in Miami-Dade County, Florida: The Western 330 feet of that certain real property graphically depicted in Exhibit A, attached hereto and made a part hereof, containing approximately 5 acres
(b) Street address, city, zip, of the Property is:
(c) Personal Property: None

I. PURCHASE PRICE: (\$65,500.00 per acre) \$ 375,970.00
PAYMENT:
(a) Deposit held in escrow by Steel Hector & Davis LLP (Escrow Agent) in the amount of \$ 50,000.00
(b) Additional escrow deposit to be made to Escrow Agent within ___ days after Effective Date (see Paragraph III) in the amount of \$ N/A
(c) Subject to AND assumption of existing mortgage in good standing in favor of ___ having an approximate present principal balance of \$ N/A
(d) New mortgage financing with a Lender (see Paragraph IV) in the amount of \$ N/A
(e) Purchase money mortgage and note to Seller (see rider for terms) in the amount of \$ N/A
(f) Other: \$ N/A
(g) Balance to close by U.S. cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations \$ 325,970.00

II. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before April 18, 2002, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. For purposes of delivery or notice of execution, parties include Buyer and Seller or each of the respective brokers or attorneys. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

FINANCING:
 (a) This is a cash transaction with no contingencies for financing;
 (b) This Contract is conditioned on Buyer obtaining a written loan commitment within ___ days after Effective Date for (CHECK ONLY ONE): a fixed; an adjustable; or a fixed or adjustable rate loan in the principal amount of \$ ___ at an initial interest rate not to exceed ___%, discount and origination fees not to exceed ___% of principal amount, and for a term of ___ years. Buyer will make application within ___ days (5 days if left blank) after Effective Date and use reasonable diligence to obtain a loan commitment and, thereafter, to satisfy terms and conditions of the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to waive Buyer's rights under this subparagraph within the time for obtaining a commitment or, after diligent effort, fails to meet the terms and conditions of the commitment by the closing date, then either party thereafter, by written notice to the other, may cancel this Contract and Buyer shall be refunded the deposit(s); or
 (c) The existing mortgage, described in Paragraph II(c) above, has: a variable interest rate; or a fixed interest rate of ___% per annum. At time of title transfer, some fixed interest rates are subject to increase; if increased, the rate shall not exceed ___% per annum. Seller shall furnish a statement from each mortgagee stating the principal balance, method of payment, interest rate and status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and diligently complete and return it to the mortgagee. Any mortgagee charge(s), not to exceed \$ ___ (1% of amount assumed if left blank), shall be paid by Buyer. If Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other party unless either elects to pay the increase in interest rate or excess mortgage charges.

V. TITLE EVIDENCE: At least ___ days before closing date, (CHECK ONLY ONE): Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney; or Buyer shall at Buyer's expense obtain (CHECK ONLY ONE): abstract of title; or title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on ___, unless modified by other provisions of this Contract.

VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public utility easements of record (easements are to be located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise stated herein); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at closing no violation of the foregoing and none prevent use of the Property for Agricultural purpose(s).

VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. Seller shall deliver occupancy of Property to Buyer at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

X. RIDERS: (CHECK those riders which are applicable AND are attached to this Contract):
 COMPREHENSIVE RIDER HOMEOWNERS' ASSN. COASTAL CONSTRUCTION CONTROL LINE
 CONDOMINIUM "AS IS" INSULATION
 VAFHA LEAD-BASED PAINT

XI. ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this Contract; may assign but not be released from liability under this Contract; or may not assign this Contract.

XII. DISCLOSURES:
(a) Radon is a naturally occurring radioactive gas that when 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 or Radon testing may be obtained from your County Public Health unit.
(b) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.
(c) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.
(d) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.
(e) If Buyer will be obligated to be a member of a homeowners' association, BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION DISCLOSURE.

XIII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:
(a) \$ ___ for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).
(b) \$ ___ for repair and replacement under Standard N (if blank, then 3% of the Purchase Price).

XIV. SPECIAL CLAUSES; ADDENDA: If additional terms are to be provided, attach addendum and CHECK HERE:

XV. STANDARDS FOR REAL ESTATE TRANSACTIONS: Standards A through W on the reverse side or attached are incorporated as a part of this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.
THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR.
Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.
COPYRIGHT 1998 BY THE FLORIDA BAR AND THE FLORIDA ASSOCIATION OF REALTORS

(Buyer) Manuel Dorta Duque (Date) _____ (Seller) G.C. Homes, Inc. a Florida corporation (Date) _____
I Security or Tax I.D. # _____ By: Ray Castellanos, its Social Security or Tax I.D. # _____
(Buyer) _____ (Date) _____ (Seller) _____ (Date) _____
Social Security or Tax I.D. # _____ Social Security or Tax I.D. # _____

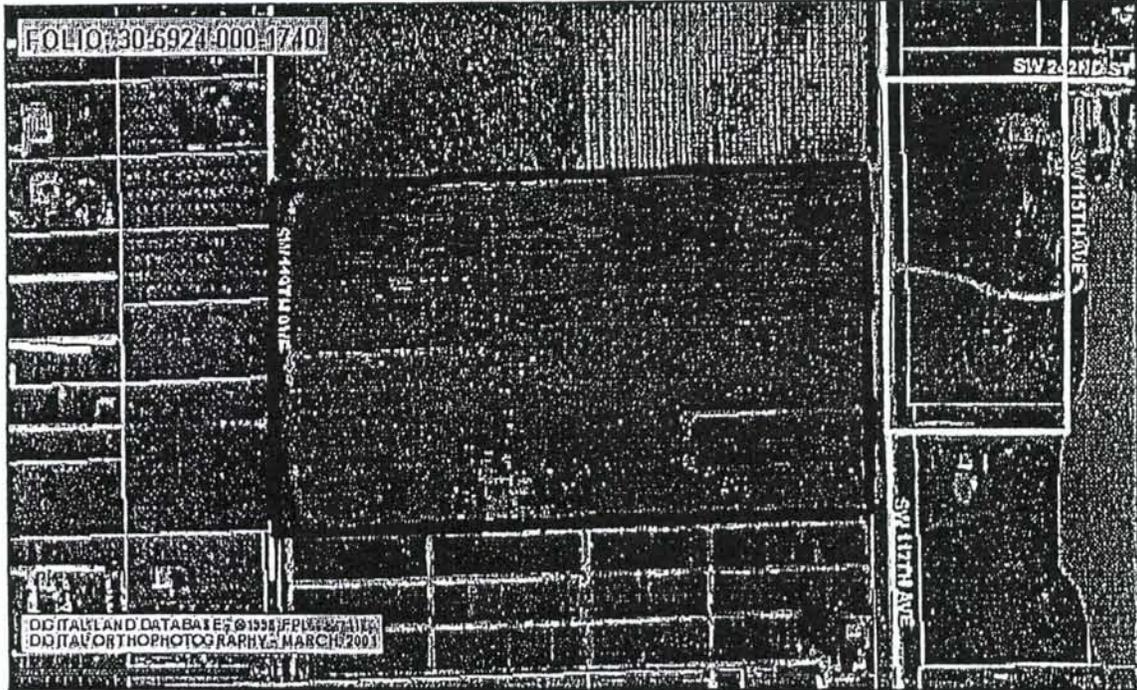
Deposit under Paragraph II (a) received; IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE. _____ (Escrow Agent)
BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

Name: _____
Cooperating Brokers, if any _____ Listing Broker _____
FAR/BAR-5 Revised 8/98 RIDERS CAN BE OBTAINED FROM FLORIDA LAWYERS SUPPORT SER

93 A. EVIDENCE OF TITLE: (1) An abstract of title prepared or brought current by a reputable and existing abstract firm (if not existing then certified as correct by an existing firm) purporting
94 to be an accurate synopsis of the instruments affecting the real property recorded in the public records of the county wherein the real property is located through Effective Date. It
95 shall commence with the earliest public records, or such date as may be customary in the county. Upon closing of this Contract, the abstract shall become the property of Buyer, subject
96 to the right of retention thereof by first mortgagee until fully paid. (2) A title insurance commitment issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the
97 deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's title to the real property, subject only to liens, encumbrances, exceptions or
98 modifications provided in this Contract and those to be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or
99 qualifications provided in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.
100 Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within said 5 days notify Seller in writing specifying the defect(s). If defect(s)
101 render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period,
102 deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting
103 a refund of deposit(s) paid which shall be immediately returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title
104 is found unmarketable, use diligent effort to correct defect(s) within the time provided herefor. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive
105 a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If evidence of title is delivered to Buyer less than 5 days prior to closing, Buyer
106 may extend closing date so that Buyer shall have up to 5 days from date of receipt of evidence of title to examine same in accordance with this Standard.
107 B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30-day grace period in the event of
108 default if a first mortgage and a 15-day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of
109 transfer of the real property; shall require all prior liens and encumbrances to be kept in good standing and forbid modifications of or future advances under prior mortgage(s); shall require Buyer
110 to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the real property against fire and all perils included within the term "extended
111 coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement
112 shall be otherwise in form and content required by Seller; but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally
113 utilized by savings and loan institutions or state or national banks located in the county wherein the real property is located. All personal property and leases being conveyed or assigned will, at
114 Seller's option, be subject to the lien of a security agreement evidenced by recorded financing statements. If a balloon mortgage, the final payment will exceed the periodic payments thereon.
115 C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida
116 surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions,
117 Contract covenants or applicable governmental regulation, the same shall constitute a title defect.
118 D. TERMITES/WOOD DESTROYING ORGANISMS: Buyer, at Buyer's expense, within the time allowed to deliver evidence of title, may have the Property inspected by a Florida Certified Pest
119 Control Operator ("Operator") to determine if there is any visible active termite infestation or visible damage from termite infestation, excluding fences. If either or both are found, Buyer shall have
120 4 days from date of written notice thereof within which to have cost of treatment, if required, estimated by the Operator and all damage inspected and estimated by a licensed builder or general
121 contractor. Seller shall pay valid costs of treatment and repair of all damage up to the amount provided in Paragraph XIII(a). If estimated costs exceed that amount, Buyer shall have the option of
122 canceling this Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller or Buyer may elect to proceed with the transaction and receive a credit at closing
123 on the amount provided in Paragraph XIII(a). "Termites" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act, as amended.
124 E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the real property sufficient for its intended use as described in Paragraph VII hereof, title to
125 which is in accordance with Standard A.
126 F. LEASES: Seller shall, not less than 15 days before closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's
127 occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer
128 within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. Seller shall, at closing, deliver and assign all original leases to Buyer.
129 G. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential
130 lienors known to Seller and further attesting that there have been no improvements or repairs to the real property for 90 days immediately preceding date of closing. If the real property has
131 been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in
132 addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or
133 repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the closing of this Contract.
134 H. PLACE OF CLOSING: Closing shall be held in the county wherein the real property is located at the office of the attorney or other closing agent ("Closing Agent") designated by Seller.
135 I. TIME: In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall
end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. Time is of the essence in this Contract.
CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters
and corrective instruments. Buyer shall furnish closing statement, mortgage, mortgage note, security agreement and financing statements.
139 K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. Documentary stamps and intangible tax on the purchase money mortgage
140 and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid
141 by Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title or abstract charge, title examination, and settlement and
142 closing fee, shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.
143 L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before closing. Buyer shall have the option
144 of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations to
145 be made through day prior to closing, or occupancy, if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee
146 will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing
147 occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If
148 current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the real property by January 1st of year of closing, which
149 improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and an equitable assessment to be agreed upon between
150 the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate
151 shall, at request of either party, be readjusted upon receipt of tax bill on condition that a statement to that effect is signed at closing.
152 M. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of
153 date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified
154 and Seller shall, at closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.
155 N. INSPECTION, REPAIR AND MAINTENANCE: Seller warrants that the ceiling, roof (including the fascia and soffits) and exterior and interior walls, foundation, seawalls (or equivalent) and
156 dockage do not have any Visible Evidence of leaks, water damage or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing
157 systems and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may, at Buyer's expense, have
158 inspections made of those items within 20 days after the Effective Date, by a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required)
159 or by an appropriately licensed Florida contractor, and Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet
160 the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are
161 required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XIII(b). Seller is not required to make repairs or replacements of
162 a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XIII(b), Buyer or
163 Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to closing, the cost thereof shall be paid into escrow at closing.
164 Seller shall, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to closing, to confirm that all items of personal property are
165 on the real property and, subject to the foregoing, that all required repairs and replacements have been made and that the Property, including, but not limited to, lawn, shrubbery and pool, if any,
166 has been maintained in the condition existing as of Effective Date, ordinary wear and tear excepted. For purposes of this Contract: (a) "Working Condition" means operating in the manner in which
167 the item was designed to operate; (b) "Cosmetic Condition" means aesthetic imperfections that do not affect the working condition of the item, including, but not limited to: pitted marlite; missing
168 or torn screens; logged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls,
169 flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (c) cracked roof tiles, curling or worn shingles, or limited roof life shall not be
170 considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.
171 O. RISK OF LOSS: If the Property is damaged by fire or other casualty before closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged,
172 cost of restoration shall be an obligation of Seller and closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at closing. If the cost of restoration exceeds
173 3% of the assessed valuation of the Property so damaged, Buyer shall have the option of either taking the Property as is, together with either the 3% or any insurance proceeds payable
174 by virtue of such loss or damage, or of canceling this Contract and receiving return of the deposit(s).
175 P. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If an abstract of title has been furnished, evidence of title shall be continued at
Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. All closing proceeds shall be
held in escrow by Seller's attorney or other mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no
fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails
179 to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such
180 repayment, Buyer shall return the personal property, vacate the real property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely
181 demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed
182 or bill of sale. If a portion of the purchase price is to be derived from institutional financing or refinancing, requirements of the lending institution as to place, time of day and procedures for
183 closing, and for disbursement of mortgage proceeds shall control over contrary provision in this Contract. Seller shall have the right to require from the lending institution a written
184 commitment that it will not withhold disbursement of mortgage proceeds as a result of any title defect attributable to Buyer-mortgagor. The escrow and closing procedure required by this
185 Standard shall be waived if the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended.
186 Q. ESCROW: Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to
187 clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities
188 under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgement
189 of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying
190 all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed
191 real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent
192 hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from
193 and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to
194 Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.
195 R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of
196 this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the
197 non-prevailing party reasonable attorney's fees, costs and expenses.
198 S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to
be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any
aims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.
201 If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance
202 or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.
203 T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to
204 the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for
205 any party shall be as effective as if given by or to that party.
206 U. CONVEYANCE: Seller shall convey title to the real property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller, subject
207 only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty
208 of title, subject only to such matters as may be otherwise provided for herein.
209 V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this
210 Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.
211 W. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been
212 disclosed to Buyer.

213 Buyer () and Seller () acknowledge receipt of a copy of this page.

EXHIBIT A



FOLIO NUMBER:	30-6924-000-1740		
ADDRESS:	240 SW 117 AVE		
MAILING ADDRESS:	CLAUDE F DAIGLE JR , PO BOX 68 , GOULDS FL , , 33170-0001		
CLUC:	0081 VACANT LAND		
PRIMARY ZONE:	9000 AGRICULTURE		
BEDROOMS:	0	BATHS:	0
FLOORS:	0	LIVING UNITS:	0
ADJ SQUARE FOOTAGE:	0	LOT SIZE:	22 ACRES
YEAR BUILT:	0		
LEGAL DESCRIPTION:	24 56 39 22.16 AC NE1/4 OF SE1/4 LESS N902.55FT & N1/4 OF SE1/4 OF SE1/4 LESS ST LOT SIZE IRREGULAR OR 14997-1633 0690 5 (7)		
SALE O/R:	SALE MONTH: 6	SALE YEAR: 1990	SALE AMOUNT: \$ 0

ASSESSMENT YEAR:	2001	ASSESSED VALUE:	\$ 354,560
LAND VALUE:	\$ 354,560	HOMESTEAD EXEMPTION:	\$ 0
BUILDING VALUE:	\$ 0	WIDOW EXEMPTION:	\$ 0
MARKET VALUE:	\$ 354,560	TOTAL EXEMPTIONS:	\$ 310,240
		TAXABLE VALUE:	\$ 44,320

ASSESSMENT YEAR:	2000	ASSESSED VALUE:	\$ 310,240
LAND VALUE:	\$ 310,240	HOMESTEAD EXEMPTION:	\$ 0
BUILDING VALUE:	\$ 0	WIDOW EXEMPTION:	\$ 0
MARKET VALUE:	\$ 310,240	TOTAL EXEMPTIONS:	\$ 265,920
		TAXABLE VALUE:	\$ 44,320

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

This Addendum to Contract for Sale and Purchase (the "Addendum") is entered into as of this 3rd day of June, 2002, by and between GC Homes, Inc., a Florida corporation (the "Seller"), and Manuel Dorta-Duque, his successors and/or assigns (the "Buyer").

WITNESSETH:

WHEREAS, Seller has entered into a purchase and sale agreement with Claude F. Daigle, Jr. (the "Daigle Contract") in order to acquire twenty-two (22) acres of real property graphically depicted on Exhibit A attached hereto and made a part hereof (the "Daigle Property"); and

WHEREAS, Seller and Buyer have entered into a Contract for Sale and Purchase of even date herewith (the "Contract") for the sale and purchase of the real property more particularly described as the western 330 feet of the real property graphically depicted on Exhibit A attached hereto and made a part hereof and consisting of approximately 5.74 acres (the "Property"); and

WHEREAS, Seller has agreed to provide to Buyer a legible photocopy of the Daigle Contract prior to the execution of this Addendum; and

WHEREAS, Seller will acquire the Daigle Property from Claude F. Daigle, Jr. ("Daigle") and simultaneously sell the Property to Buyer on the closing date described in the Daigle Contract; and

WHEREAS, Seller and Buyer agree to amend the Contract in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Incorporation. The parties hereto do hereby confirm that the preceding WHEREAS clauses are true and correct and are hereby incorporated by reference and made a part hereof. The transaction contemplated in the Contract is specifically subject to the approval of Public Hearing No. 01-333. Seller has no objection to Daigle selling the Property to Buyer, after the Daigle Contract has been terminated. With the consent of Mr. Daigle, Buyer may proceed, prior to the closing, to farm the Property, with the understanding that if no closing occurs on the Daigle Contract with Seller, Buyer may take back his crops.
2. Title Evidence. Within three (3) days of the date of execution of this Addendum, Seller shall provide to Buyer a legible photocopy of the title commitment, title exceptions and survey in connection with Seller's acquisition of the Daigle Property.
3. Closing Date. This transaction shall be closed and the parties hereto shall deliver the closing documents required and the Buyer shall pay to Seller the purchase price for the Property on the date set for closing on the Daigle Property under the Daigle Contract (the "Closing Date).
4. Adjustment to Purchase Price. Seller has represented to Buyer that Seller has paid to Daigle an extension fee of \$5,000 per month starting in January, 2002 through May, 2002 (for a total of \$25,000), and that Seller anticipates paying an extension fee for the months of June, 2002 and July, 2002 (for an additional \$10,000). Further, Seller has represented to Buyer that Seller will not receive a credit against the purchase price of the Daigle Property in connection with the payment of said extension fees, and that the Daigle Property consists of twenty-two (22) acres. Accordingly, Buyer agrees to increase the purchase price for the Property by the amount of the extension fees paid to Daigle which are attributable to the Property. By way of example, in the event that the Daigle Property consists of twenty-two acres, the Property consists of five acres, and the Seller paid to Daigle extension fees in the amount of \$35,000, then the amount of the extension fees attributable to the Property would be \$7,954.80, and the Purchase Price would be increased by that amount.

5. Boundary Wall. Buyer and Seller shall secure bids and shall enter into a construction agreement on or before the Closing Date with a contractor acceptable to both parties in order to cause a concrete wall to be constructed along the eastern boundary of the Property, in a north and south direction, and said wall shall measure eight (8) feet from the ground. Further, the parties hereto agree that the wall shall be completed within three (3) year after the Closing Date, and that the cost of said wall shall be paid one-half by the Seller and one-half by the Buyer. The provisions of this Section 5 shall survive the closing.

6. Landscaping on the Property. Buyer, at its sole expense, agrees to plant a row of approximately fifteen (15) pink tabebuia trees on each side of the Wall, with each pink tabebuia tree being approximately twenty five (25) feet apart from the next pink tabebuia tree, within six (6) months after Seller has completed construction of the Wall, to act as a buffer between land zoned, and/or used, for agricultural purposes and the housing project proposed by Seller. The provisions of this Section 6 shall survive the closing.

7. Vick's House. Seller agrees, for no additional consideration, to allow Buyer, at Buyer's sole expense, to remove the house located on the northeast corner of Southwest 117th Avenue and 248th Street, located in Miami-Dade County, Florida, and more commonly known as the "Vick's House", at such time as the Seller is no longer using the Vick's House for office or marketing purposes provided, however, that in no event shall such use of the Vick's House by the Seller exceed three (3) years after the Closing Date. Seller agrees that it will not landscape or construct improvements in the area around the Vick's House or otherwise take any action which would frustrate the ability of Buyer to remove the Vick's House to Buyer's property, and at such time as the Buyer removes the Vick's House, Seller shall deliver to Buyer an executed bill of sale for said house. The provisions of this Section 7 shall survive the closing. Seller shall be allowed to make any modifications to the Vick's House necessary in the conversion to a sales office.

8. Right of First Refusal. Buyer hereby grants to Seller a one-time right of first refusal to repurchase the Property from the Buyer in the event that Buyer receives a purchase and sale agreement setting forth an offer to purchase the Property (the "Purchase Offer"). Seller shall have five (5) days after receiving from the Buyer a photocopy of the Purchase Offer (which photocopy shall be hand delivered to the Buyer) to deliver to Buyer a purchase and sale agreement executed by the Seller to repurchase the Property from the Buyer for cash and otherwise the purchase and sale agreement shall include the same terms and conditions set forth in the Purchase Offer; provided, however, that the purchase price in connection with the repurchase of the Property by the Seller shall be at the same price per acre paid by the Buyer, plus the Buyer's carrying charges for taxes during the time that Buyer owns the Property, and ten percent (10%) per annum return on the purchase price paid by the Buyer to Seller, and the closing on said repurchase shall occur within thirty (30) days after the date the Purchase Offer was tendered to the Seller. If Seller does not present to Buyer Seller's executed purchase and sale agreement consistent with the foregoing within said five (5) day time period, and timely close on the repurchase of the Property, then Seller's one-time right of first refusal shall automatically terminate and be of no further force or effect. At time of closing, the parties hereto shall enter into a Memorandum of Agreement in connection with Seller's right of first refusal, in form acceptable to the Buyer and the Seller, which memorandum may be recorded by Seller in the Public Records of Miami-Dade County Florida, at Seller's expense; provided, however, that at time of closing, the Seller shall also deliver to Steel Hector & Davis LLP, as the escrow agent (the "Escrow Agent"), an executed release for said memorandum of agreement, along with written instructions to the Escrow Agent instructing the Escrow Agent to record said release in the Public Records of Miami-Dade County, Florida in the event that Seller fails to timely exercise its right of first refusal to repurchase the Property within five (5) days after receiving the Purchase Offer, or having exercised said right, fails to timely close on the repurchase of the Property. Buyer agrees that during the time period that Buyer owns the Property, that Buyer will not record any document in the Public Records of Miami-Dade County, Florida which will render the title to the Property to be other than good and marketable, as established by the title standards promulgated by the Florida Bar. The provisions of this Section 8 shall survive the closing. Seller shall maintain agricultural ad valorem exemption on the Property.

9. Settlement. The purchase of the Property by the Buyer pursuant to the Contract, as amended by this Addendum, is part of the consideration for Buyer agreeing to actively support the pending applications that Seller has filed in connection with the development of the Daigle Property, less and except the Property. In connection with the resolution of these issues, Seller's counsel will prepare and deliver to Buyer's counsel a proposed Settlement Agreement, which, subject to the approval of both the Seller and the Buyer, and will be executed at the time of the execution of this Addendum. The Settlement Agreement shall require the Seller to affirmatively state on the record of all public hearings in connection with this matter that the Property will act as a buffer between the contiguous agricultural property and the residential development proposed by the Seller, and that the wall described in Section 5 above will be constructed on the eastern boundary of the Property, in a north and south direction.

10. Dedication. Seller will not participate in or otherwise agree to the dedication of Southwest 119th Avenue located in Miami-Dade County, Florida, as a publicly dedicated road, until such time as Seller acquires title to the Property. This clause shall survive closing. The provisions of this Section 10 shall survive the closing.

11. Notices. Notices under the Contract, as amended by this Addendum, shall be deemed served when deposited in the United States mail, registered or certified mail, return receipt requested, with sufficient postage attached and directed to the party in question at the address specified in the Contract, or when delivered to Federal Express or other overnight delivery service during normal business hours, and addressed to the party in question at the address specified in the Contract.

12. Entire Agreement. This Contract, which includes the printed form of Contract combined with this Addendum, constitutes the entire agreement between the parties relative to the transaction contemplated herein, and any agreement or representation which is not expressly set forth herein and covered hereby is null and void. Any amendment, modification or supplement to this Contract or the Addendum must be in writing and executed by both Seller and Buyer.

13. Governing Law. The terms, conditions and covenants contained in the Contract and this Addendum shall be governed by and construed in accordance with the laws of the State of Florida.

14. Defined Terms. The capitalized terms in this Addendum shall have the same meaning as the defined terms in the Contract.

15. Counterparts/Fax Copy. This Addendum and the Contract to which it is attached may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Further, the parties agree that a fax copy of the executed Contract and the executed Addendum shall be legally binding on the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

Signed, sealed and
delivered in the presence of:

Name: _____

Name: _____

SELLER:

G.C. HOMES, INC., a Florida corporation

By: _____

Name: Ray Castellanos

Title: _____

BUYER:

Name: _____

Name: Manuel Dorta-Duque

Name: _____

EXHIBIT A
GRAPHIC DEPICTION

ELLIOTT HARRIS, P.A.
111 S.W. 3rd Street
Sixth Floor
Miami, Florida 33130
Telephone No. (305) 358-0146
Fax No. (305) 358-0149

F A X M E M O

TO: THOMAS V. EAGAN, ESQ. (FAX NO. 305-577-7001)
FROM: ELLIOTT HARRIS, ESQ.
RE: SUMMERVILLE DEVELOPMENT, INC. with MANUEL DORTA-DUQUE
DATE: February 11, 2003

We are hoping to close our transaction with the various Sellers and Commercebank, N.A., at 220 Alhambra Circle (I believe 11th floor) on Friday, February 14.

The legal description of the property to be acquired by Manuel Dorta-Duque follows and the survey shows that it is 5.744 acres. The purchase price at \$65,500.00 per acre amounts to \$376,232.00 and is 26.544 of the total net acres 21.639, being acquired from Claude F. Daigle, Jr.

\$64,354.84 will have been paid to Mr. Daigle for the extension fee and according to agreement, Manuel Dorta-Duque is responsible for 26.544% or \$17,082.35 for a total purchase price of \$393,314.35.

We will prepare the Deed directly from Claude F. Daigle Jr. and Sandra L. Daigle, his wife, to Manuel Dorta-Duque along with the FIRPTA Affidavit and No-Lien Affidavit. The closing statement will be between Summerville Development and Manuel Dorta-Duque.

Schedule A and Schedule B of a prior Commitment follows.

I would like the cash to close made payable to Elliott Harris Trust Account either in the form of a cashier's check or wire transfer so that we could use that money at the closing of the transaction. Please confirm Also, please advise if you will prepare the Memorandum of Agreement as per para. 8 of the addendum between the parties.

Very truly yours,



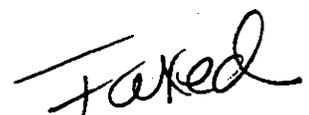
ELLIOTT HARRIS

EH/lg

Pages transmitted: 9

Plaintiff's Exhibit

"C"



LAW OFFICES
ELLIOTT HARRIS
PROFESSIONAL ASSOCIATION
SIXTH FLOOR MCCORMICK BUILDING
111 SOUTHWEST THIRD STREET
MIAMI, FLORIDA 33130

TELEPHONE (305) 356-0146
TELEFAX (305) 356-0149

BOARD CERTIFIED REAL ESTATE LAWYER

June 26, 2003

Thomas V. Eagan, Esq.
Steel Hector & Davis LLP
200 S. Biscayne Boulevard
Suite 4000
Miami, FL 33131-2398

Via First Class Mail and Fax (305) 577-7001

Re: Summerville Development with Manuel Dorta Duque

Dear Tom:

In reviewing my file in the above matter I find that I never received evidence of receipt your firm of the \$50,000.00 which was to have been paid on or about April 10, 2002..

Please provide us with evidence of such deposit including a copy of the canceled check.

Very truly yours,



Elliott Harris
ms

cc: Pedro Garcia-Carrillo
Richard H. Bergman, Esq.

Plaintiff's Composite
Exhibit "D"

LAW OFFICES
ELLIOTT HARRIS
PROFESSIONAL ASSOCIATION
SIXTH FLOOR MCCORMICK BUILDING
111 SOUTHWEST THIRD STREET
MIAMI, FLORIDA 33130

BOARD CERTIFIED REAL ESTATE LAWYER

TELEPHONE (305) 358-0146
TELEFAX (305) 358-0149

July 7, 2003

Thomas V. Eagan, Esq.
Steel Hector & Davis LLP
200 S. Biscayne Boulevard
Suite 4000
Miami, FL 33131-2398

Via First Class Mail and Fax (305) 577-7001

Re: Summerville Development with Manuel Dorta Duque

Dear Tom:

We have not yet had a reply from you concerning our request for evidence of receipt by your firm of the \$50,000.00 which was to have been paid by Manuel Dorta-Duque as a deposit on or about April 10, 2002..

We again request that you please provide us with evidence of such deposit including a copy of the canceled check.

Very truly yours,



Elliott Harris
ms

cc: Pedro Garcia-Carrillo
Richard H. Bergman, Esq.

LAW OFFICES
ELLIOTT HARRIS
PROFESSIONAL ASSOCIATION
SIXTH FLOOR MCCORMICK BUILDING
111 SOUTHWEST THIRD STREET
MIAMI, FLORIDA 33130

TELEPHONE (305) 358-0146
TELEFAX (305) 358-0149

BOARD CERTIFIED REAL ESTATE LAWYER

July 15, 2003

Via: 1st Class Mail & Fax

Thomas V. Eagan, Esq.
Steel Hector & David, LLP
200 S. Biscayne Boulevard
Suite 4000
Miami, Florida 33131-2398

Re: Summerville Development with Manuel Dorta Duque

Dear Tom:

We wrote to you on June 26, 2003, by first class mail and sent you a copy by fax requesting information concerning the \$50,000.00 which was to have been paid to the trust account of your firm on or about April 10, 2002. We had no response and we wrote to you again on July 7, 2003, by first class mail and fax requesting the same information. Again, we have had no response.

I sincerely hope your not waiting for correspondence by certified mail or by federal express delivery. We would like bring this matter to a conclusion and it would be a shame for us to have to litigate just so we could discover whether or not the \$50,000.00 deposit was actually paid.

Please advise.

Very truly yours,

ELLIOTT HARRIS

EH/lg

cc: Pedro Garcia-Carrillo (via fax)
Richard H. Bergman, Esq. (via fax)

STEEL
HECTOR
DAVIS
INTERNATIONAL

Fax Cover Sheet
Steel Hector & Davis LLP
200 South Biscayne Boulevard
Suite 4000
Miami, FL 33131-2398

305.577.7001 Fax
305.577.7000 Confirmation

Date: May 27, 2003
Send To: Elliott E. Harris, Esq./Juan Mayol, Esq.
Firm: _____
Fax No.: (305) 358-0149/(305) 374-5096 5
Phone No.: (305) 358-0146/ (305) 755-5807
Total Pages Including Cover Sheet: _____
Originator: Thomas V. Eagan, P.A. Originator's Phone No.: 305.577.2814

Message:

Re: Contract for Sale and Purchase entered into as of the third day of June, 2002, by and between GC Homes, Inc., a Florida corporation (the "Seller") and Manuel Dorta-Duque, his successors or assigns (the "Buyer")

Dear Juan and Elliott:

The above referenced Contract for Sale and Purchase (the "Contract") was entered into in connection with Manuel Dorta-Duque supporting GC Homes, Inc.'s rezoning application regarding the Daigle property. Mr. Dorta-Duque did appear at the hearing and supported the GC Homes' application, which application was subsequently approved. Although Mr. Dorta-Duque received no notice from the Seller as to the closing on the Daigle property, he is ready, willing and able to close on the Property described in the Contract. Please know that it is Mr Dorta-Duque's hope that this matter can be promptly closed without the need to seek the enforcement of his rights under the Contract. Accordingly, I would appreciate your calling to confirm a time and place to finalize this closing.

Thomas V. Eagan, P.A.

The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone collect and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage. Thank you.

Original: Mailed Overnight Courier Held in File

Client / Matter Number: _____ Faxed By: _____

Miami West Palm Beach Tallahassee Naples Key West Buenos Aires Caracas London Rio de Janeiro Santo Domingo Sao Paulo

LAW OFFICES
ELLIOTT HARRIS
PROFESSIONAL ASSOCIATION
SIXTH FLOOR MCCORMICK BUILDING
111 SOUTHWEST THIRD STREET
MIAMI, FLORIDA 33130

TELEPHONE (305) 358-0148
TELEFAX (305) 358-0149

BOARD CERTIFIED REAL ESTATE LAWYER

June 5, 2003

Thomas V. Eagan, Esq.
Steel Hector & Davis, LLP
200 South Biscayne Blvd.
Suite 4000
Miami, Florida 33131-2398

Via: Fax 305-577-7001

Re: Summerville Development, Inc. (formerly G.C. Homes, Inc.) with Manuel
Dorta-Duque, or assigns

Dear Tom:

This letter is in response to your fax memo of May 27, 2003.

We were of the opinion that Manuel Dorta-Duque breached its agreement with G.C. Homes, Inc., as stated below and neither G.C. Homes, Inc., nor its assignee, Summerville Development, Inc., will convey the subject property to Mr. Dorta-Duque.

The subject property had been owned by Claude F. Daigle Jr. In April, 2002, Manuel Dorta-Duque entered in to an agreement with G.C. Homes, Inc., whereby Manuel Dorta-Duque was to purchase the subject property, approximately five acres, at \$65,500.00 per acre. In May, 2002, the parties entered into an Addendum which provided, among other things, for a simultaneous closing; i.e. at the time the property is acquired from Daigle, the property would be conveyed to Dorta-Duque.

We provided you with a copy of the Commitment to insure title and, on February 11, 2003, provided you with the notice of the closing which would take place on Friday, February 14, 2003. We had a survey of the subject property prepared and certified to Mr. Dorta-Duque, among other entities, prepared a Closing Statement, prepared a Warranty Deed directly from Claude F. Daigle Jr. and Sandra L. Daigle, his wife, to Manuel Dorta-Duque, the Affidavit of No-Lien and FIRPTA Affidavit. You acknowledged receipt of the

Plaintiff's Exhibit "F"



Thomas V. Eagan, Esq.
Page Two
June 5, 2003

Notice of the closing but we heard nothing further from your office nor from Manuel Dorta-Duque.

Because of the failure of Manuel Dorta-Duque to close on his purchase, timely, Summerville Development, Inc., the Assignee of G.C. Homes, Inc., had to increase the amount of its loan from Commercebank and, accordingly, pay the additional closing costs. We had to change the Deed from Mr. and Mrs. Daigle so that the property, along with the adjoining property, would be conveyed directly to Summerville Development, Inc., as well as changes made to the associated closing papers, including the closing statement.

As you can see, G.C. Homes, Inc./Summerville Development, Inc., complied with all conditions precedent required of it to handle this transaction with Manuel Dorta-Duque as well as Mr. and Mrs. Claude F. Daigle Jr. Manuel Dorta-Duque chose not to comply with the requirements of the contract, as amended by the addendum and, therefore, cannot seek to acquire title to the property at this time.

Very truly yours,



ELLIOTT HARRIS

EH/lg

cc: Pedro Garcia-Carrillo (via fax)
Ray Castellanos (via fax)
Juan Mayol, Esq. (via fax)

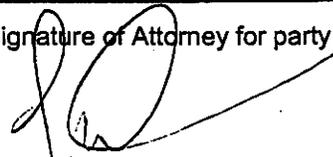


IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA

DIVISION <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> OTHER	CIVIL COVER SHEET	CASE NUMBER 03-17048LA ²
PLAINTIFF MANUEL DORTA-DUQUE	vs. DEFENDANT(S) G.C. HOMES, INC., a Florida corporation, and SUMMERVILLE DEVELOPMENT, INC., a Florida corporation, as assignee of G.C. Homes, Inc.	CLOCK IN

This civil cover sheet and the information contained here does not replace the filing and service of pleadings of other papers as required by law. This form is required by the Clerk of Court for the purpose of reporting judicial workload data pursuant to Florida Statute 25.075. See instructions and definitions on reverse of this form.

TYPE OF CASE (Place an 'x' in one box only)

Domestic Relations	Torts	Other Civil
<input type="checkbox"/> Simplified dissolution <input type="checkbox"/> Dissolution of Marriage <input type="checkbox"/> Support - IV-D <input type="checkbox"/> URESA - IV-D <input type="checkbox"/> Domestic Violence <input type="checkbox"/> Other domestic relations	<input type="checkbox"/> Professional Malpractice <input type="checkbox"/> Products liability <input type="checkbox"/> Auto negligence <input type="checkbox"/> Other negligence	<input checked="" type="checkbox"/> Contracts <input type="checkbox"/> Condominium <input type="checkbox"/> Real property/Mortgage foreclosure <input type="checkbox"/> Eminent domain <input type="checkbox"/> Other
Is Jury Trial Demanded in Complaint?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DATE: 7/23/03
Signature of Attorney for party initiating action:  Michael R. Josephs Florida Bar No. 119242 Josephs, Jack & Miranda, P.A. P. O. BOX 330519 Miami, Florida 33233-0519 Telephone: 305/445-3800		
JUDGE:		

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY FLORIDA		
DIVISION <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> OTHER	SUMMONS	CASE NUMBER 03-17048 CA2
PLAINTIFF(S) MANUEL DORTA-DUQUE	vs. DEFENDANT(S) G. C. HOMES, INC., a Florida corporation, and SUMMERVILLE DEVELOPMENT, INC., a Florida corporation, as assignee of G.C. Homes, Inc.	CLOCK IN

THE STATE OF FLORIDA: SERVED *Elliott Harris*
 To Each Sheriff of the State: DATE *2-25-03* TIME *11:15*

YOU ARE COMMANDED to serve this Summons and copy of the Complaint, Notice of Lis Pendens and Request for Production in this action on Defendant: *M.P.D.*

PRECISION PROCESS
 SUMMERVILLE DEVELOPMENT, INC., a Florida corporation, as assignee of G.C. Homes, Inc.
(305) 255-1325

By Serving: ELLIOTT HARRIS, ESQ., REGISTERED AGENT
 111 S.W. 3rd Street, Sixth Floor
 Miami, FL 33130

Each defendant is required to serve written defenses to the complaint or petition on Plaintiffs' Attorney:

MICHAEL R. JOSEPHS, ESQ.
 Josephs, Jack & Miranda, P.A.
 whose address is: 2950 S. W. 27th Avenue, Suite 100
 Miami, FL 33133
 (305) 445-3800

within 20 days after service of this Summons on the Defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiffs' attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

COURT CLERK

HARVEY RUVIN CLERK OF COURTS	BY: <i>Harvey Ruvin</i> <i>7946</i> DEPUTY CLERK	DATE <u> </u> <u>23</u> 2003
---------------------------------	--	---------------------------------

COURT SEAL

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN
AND FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 03-17048

CA 2

MANUEL DORTA-DUQUE,
Plaintiff,

vs.

G.C. HOMES, INC., a
Florida corporation and
SUMMERVILLE DEVELOPMENT,
INC., a Florida corporation,
as assignee of G.C. Homes,
Inc.

Defendants.

7/15
5/15/2
1486

**COMPLAINT FOR SPECIFIC PERFORMANCE,
DAMAGES, AND INJUNCTIVE RELIEF FOR BREACH
OF A CONTRACT TO SELL REAL PROPERTY**

The Plaintiff, MANUEL DORTA-DUQUE, (hereinafter "DORTA-DUQUE")
sues the Defendants, G.C. HOMES, INC., a Florida corporation
(hereinafter "G.C. HOMES") and SUMMERVILLE DEVELOPMENT, INC., a
Florida corporation, as assignee of G.C. HOMES (hereinafter
"SUMMERVILLE"), and alleges as follows:

PARTIES AND JURISDICTION

1. This is an action for specific performance, damages in
excess of Fifteen Thousand (\$15,000.00) Dollars, exclusive of
interest and costs, and injunctive relief for breach of contract in
regard to the purchase and sale of real estate located in Miami-
Dade County, Florida, and is otherwise within the jurisdiction of

this court.

2. This action arises out of the Defendants, G.C. HOMES' and its assignee, SUMMERVILLE's, wrongful actions, breaches and refusals to perform and act in accordance with the terms of the written contract between G.C. HOMES and DORTA-DUQUE for the purchase and sale of real property located in Miami-Dade County, Florida.

3. The Plaintiff, DORTA-DUQUE, is an individual who is sui juris and resides in Miami-Dade County, Florida.

4. The Defendant, G.C. HOMES, is a Florida corporation, with its principal place of business in Miami-Dade County, Florida.

5. The Defendant, SUMMERVILLE, is a Florida corporation, with its principal place of business in Miami-Dade County, Florida.

GENERAL ALLEGATIONS

6. DORTA-DUQUE is the owner of real property located at 11999 S.W. 248 Street, Miami, Florida where he operates a successful nursery and landscaping business.

7. On September 7, 2001, Defendant G.C. HOMES filed a zoning application with the County to build single-family homes on the approximately sixty-four acres of land located on the south side of S.W. 248th Street at S.W. 117th Avenue.

8. As a longtime and active resident of the community, DORTA-DUQUE was troubled about the potential harmful impact G.C.

HOMES' proposed development would have on the neighborhood. Along with his neighbors, DORTA-DUQUE feared that the increase in residents, traffic and noise would destroy the uniquely agricultural character of the area.

9. In an attempt to protect his cherished neighborhood and to quell the community's concerns about future congestion, DORTA-DUQUE spearheaded negotiations with G.C. HOMES. He sought to discuss the possibility of finding a solution that would enable G.C. HOMES to develop its property while maintaining the quality of life that current residents enjoyed.

10. The efforts of the parties resulted in a compromise wherein DORTA-DUQUE agreed to purchase approximately five acres of land located adjacent to his property and on the western boundary of G.C. HOMES' property. The foregoing tract of land would serve as a "Land Use Buffer" (hereinafter "buffer zone") between G.C. HOMES' development and DORTA-DUQUE's property. DORTA-DUQUE hoped that by maintaining the buffer zone for agricultural purposes, his neighborhood could be spared the negative impacts of encroaching development. Further, DORTA-DUQUE feared that G.C. HOMES' project would establish a pattern of development for future builders.

11. In return for the sale of the buffer zone, DORTA-DUQUE agreed not to oppose G.C. HOMES' development and to testify in support of its plans at upcoming public hearings. G.C. HOMES knew

that opposition to its rezoning scheme would be enormous, and it desperately needed local support for its application to succeed. G.C. HOMES recognized that DORTA-DUQUE would be a great ally in its endeavor, as he was a popular and trusted voice within the community.

12. G.C. HOMES and DORTA-DUQUE memorialized their agreement for the sale of the buffer zone in the "Contract for Sale and Purchase," dated April 2002, and attached hereto as Exhibit "A".

13. The parties subsequently entered into an "Addendum to Contract For Sale and Purchase," attached hereto as Exhibit "B", which incorporated the original land contract. Moreover, the Addendum provided, *inter alia*, the present owner of the buffer zone, Claude F. Daigle, Jr., would sell the property to G.C. HOMES. In turn, G.C. HOMES would sell the property to DORTA-DUQUE.

14. The final contract memorializing the parties' agreement, the "Settlement Agreement," attached hereto as Exhibit "C", was actually executed in June, 2002. The agreement outlined DORTA-DUQUE's future support of G.C. HOMES' development plans, including his appearance on behalf of G.C. HOMES before the Community Zoning Appeals Board and/or the Board of County Commissioners.

15. In July 2002, DORTA-DUQUE returned three days early from a trip to Chile and Argentina to fulfill his obligation to appear at a public hearing in support of G.C. HOMES. The public hearing

was cancelled. Ultimately, DORTA-DUQUE attended a public hearing in October 2002, and testified for G.C. HOMES. He rallied the support of his neighbors for the buffer zone and appeared at a second public hearing in October. G.C. HOMES was delighted with the powerful results DORTA-DUQUE produced, and, with his help, the zoning measure eventually passed.

16. Immediately following the passage of G.C. HOMES' zoning application, DORTA-DUQUE attempted to contact G.C. HOMES and its attorneys to set a date for closing on the buffer zone. DORTA-DUQUE was repeatedly rebuffed and, despite his efforts, no closing date was scheduled. DORTA-DUQUE expressed his dissatisfaction with the delay to G.C. HOMES and its attorneys, and continued over the next two months to set a firm closing date.

17. It is believed that on Tuesday, February 11, 2003, G.C. HOMES faxed a notice of closing to DORTA-DUQUE's attorney, Thomas Eagan, scheduling the closing for Friday, February 14, 2003. Upon information and belief, G.C. HOMES was aware that DORTA-DUQUE was out of the country and not reachable. It was impossible for DORTA-DUQUE to attend the closing.

18. Upon DORTA-DUQUE's return to Miami on February 17, 2003, Mr. Eagan conveyed the message that G.C. HOMES and its attorneys had scheduled the closing for the previous Friday. Despite that DORTA-DUQUE was provided with inadequate notice, he was out of the

country, and he was unable to attend the closing, G.C. HOMES and its attorneys proceeded with the closing on February 14, 2003 with Mr. Daigle.

19. Upon learning that the closing had taken place without him, DORTA-DUQUE telephoned G.C. HOMES and its attorneys repeatedly in order to rectify the situation, but his calls went unanswered. In correspondence from his attorney, DORTA-DUQUE communicated that he had not received reasonable notice of the closing, but that he was ready, willing and able to close on the buffer zone.

20. G.C. HOMES, and its assignee, SUMMERVILLE, claimed that the contract terminated when DORTA-DUQUE did not attend the February 14, 2003 closing. G.C. HOMES, and its assignee, SUMMERVILLE, refused to perform the transaction or to convey the buffer zone to DORTA-DUQUE. Instead, it conveyed the buffer zone property from Mr. Daigle to SUMMERVILLE.

21. DORTA-DUQUE fully performed all of his obligations under the contract and is ready, willing and able to close the transaction for the purchase and sale as required under the contract.

22. The refusal of G.C. HOMES, and its assignee, SUMMERVILLE, to perform its obligations and close the transaction as required by the contract is wrongful and in breach of the contract.

23. As a result of Defendants' failure to perform the contract, DORTA-DUQUE has been denied ownership and control of the buffer zone, which is unique real estate intended to serve a critical function in the community. By reserving the buffer zone for agricultural use, DORTA-DUQUE would be able to protect his largely rural neighborhood from the encroachment of G.C. HOME/SUMMERVILLE's nearby housing development and prevent the establishment of a pattern for future builders.

24. Plaintiff has retained the undersigned attorneys to prosecute this action and has agreed to pay reasonable fees for their services.

COUNT I

**SPECIFIC PERFORMANCE OF CONTRACT
AGAINST G.C. HOMES AND SUMMERVILLE**

25. DORTA-DUQUE repeats and realleges paragraphs 1 through 24 herein as though fully set forth herein.

26. DORTA-DUQUE fully complied with all his obligations under the contract and is ready, willing and able to close the transaction as required by the contract attached hereto.

27. G.C. HOMES/SUMMERVILLE has breached the written contract for purchase and sale of the buffer zone by notifying DORTA-DUQUE that it will not accept performance under the contract and will not convey the buffer zone to him as contractually required.

28. DORTA-DUQUE has tendered all performances required by him under the contract for the transaction with G.C. HOMES/SUMMERVILLE, or alternatively, such tender has been waived or rendered unnecessary and futile by G.C. HOME/SUMMERVILLE's notification that it will not convey the property as required despite DORTA-DUQUE's full performance of his obligations under the contract.

29. G.C. HOME/SUMMERVILLE's refusal to perform is in total breach of its obligations under the contract and without any legitimate basis.

30. DORTA-DUQUE hereby tenders the purchase price in accordance with the transaction as reflected in the contract.

31. DORTA-DUQUE has been damaged and deprived of the unique real estate involved by virtue of G.C. HOME/SUMMERVILLE's breach of the contract and refusal to convey the buffer zone.

32. G.C. HOME/SUMMERVILLE, by refusing to convey the buffer zone to DORTA-DUQUE is depriving him of that unique property and pecuniary compensation may be inadequate to compensate DORTA-DUQUE for his damages.

WHEREFORE, DORTA-DUQUE demands judgment that G.C. HOMES/SUMMERVILLE be required to specifically perform the contract plus attorney's fees for the prosecution of this action and for such other and further relief as the Court deems just and proper.

COUNT II

DAMAGES AGAINST G.C. HOMES AND SUMMERVILLE

FOR BREACH OF CONTRACT

33. DORTA-DUQUE repeats and realleges paragraphs 1 through 32 as though fully set forth herein.

34. DORTA-DUQUE fully complied with all his obligations and requirements under the attached contract for purchase and sale of the real estate involved herein.

35. G.C. HOMES/SUMMERVILLE has refused and continues to refuse to perform its obligations under the contract and has materially breached the contract.

36. G.C. HOMES/SUMMERVILLE's breach of the contract has caused DORTA-DUQUE to suffer damages, including, but not limited to, ownership of the buffer zone to maintain the agricultural character of the neighborhood, the difference between the contractually agreed upon price of the buffer zone and the current market value of the buffer zone, the value of the house located on the S.W. corner of 248 Street and 117 Avenue, and various other out-of-pocket costs and damages associated with the transaction.

37. G.C. HOMES/SUMMERVILLE refused and continues to refuse to perform the transaction in accordance with the parties' contract by, among other things, failing to timely and reasonably set a closing date, refusing to accept the tender of performance by DORTA-DUQUE, unilaterally attempting to terminate the contract without any basis in fact or law, refusing to convey the buffer

zone as required under the terms of the contract attached, announcing that it will not perform the contract and purchasing or otherwise transferring the buffer zone or interests therein to itself in violation of the transaction set forth in the contract.

38. G.C. HOMES/SUMMERVILLE, by virtue of the above-described acts, has breached or continues to breach, the contract between the parties, as well as the implied covenants of good faith and fair dealing incorporated under Florida law into the contract, thereby causing DORTA-DUQUE to suffer the damages set forth above, as well as other damages.

WHEREFORE, DORTA-DUQUE demands judgment against G.C. HOMES/SUMMERVILLE, in addition to or in lieu of specific performance, including the above-described damages, attorney's fees, costs, pre-judgment and post-judgment interest, expenses and such other and further relief as the Court deems just and proper.

COUNT III

INJUNCTIVE RELIEF

39. DORTA-DUQUE repeats and realleges paragraphs 1 through 38 herein as though fully set forth herein.

40. DORTA-DUQUE is entitled to have the buffer zone conveyed to him by G.C. HOMES/SUMMERVILLE under the terms of the parties' contract.

41. The buffer zone is unique real estate.

42. DORTA-DUQUE has been informed that G.C. HOMES has or is attempting to purchase, convey or transfer the buffer zone, or some interest therein, to itself, in violation of the parties' transaction as reflected in the attached contract.

43. By virtue of the above described wrongful acts, G.C. HOMES/SUMMERVILLE is attempting and has to date prevented conveyance of the unique buffer zone to DORTA-DUQUE as required under the parties' contracts.

44. If G.C. HOMES/SUMMERVILLE is able to retain the buffer zone for itself or to sell, transfer or convey the buffer zone to a third party, then DORTA-DUQUE will be deprived of his specific performance remedy.

45. Further, G.C. HOMES/SUMMERVILLE or a third party would be able to use the buffer zone for non-agricultural purposes in violation of the contract between the parties.

46. Damages alone may not provide an adequate remedy for the loss DORTA-DUQUE would sustain by virtue of not being conveyed ownership of the unique buffer zone.

47. DORTA DUQUE will suffer irreparable harm from being deprived of the buffer zone, absent this Court granting injunctive relief requiring G.C. HOMES/SUMMERVILLE, its agents, servants, employees, attorneys, successors, assigns, personal representatives, heirs and all other persons acting in concert or

participating with it, from selling, conveying or transferring any interest in the buffer zone to any person, other than DORTA-DUQUE, pending this Court's final decision on the specific performance remedy sought by DORTA-DUQUE in this action.

WHEREFORE, DORTA-DUQUE requests this Court to enter an injunction in his favor prohibiting G.C. HOMES/SUMMERVILLE, its agents, servants, employees, attorneys, successors, assigns, personal representatives, heirs and all others acting in concert or participating with her, from selling, conveying or transferring any interest in the buffer zone to any person, other than DORTA-DUQUE, pending this Court's final decision on the specific performance remedy sought by DORTA-DUQUE in this action and awarding DORTA-DUQUE his attorney's fees, costs, and such other and further relief as the Court deems just and proper.

COUNT IV

PROMISSORY ESTOPPEL

48. DORTA-DUQUE repeats and realleges paragraphs 1 through 47 herein as though fully set forth herein.

49. G.C. HOMES/SUMMERVILLE made material representations to DORTA-DUQUE that it would convey the buffer zone to him in accordance with the aforementioned agreement of the parties.

50. G.C. HOMES/SUMMERVILLE knew, or reasonably should have known, that their representations to DORTA-DUQUE would induce him to act and commit to supporting Defendants' development plan.

51. DORTA-DUQUE justifiably relied upon the material representations made by G.C. HOMES/SUMMERVILLE by not opposing Defendants' rezoning application and testifying on Defendants' behalf at public hearings on the belief that he would own the buffer zone and maintain it for agricultural purposes.

52. DORTA-DUQUE's reliance on the Defendants' representations proved detrimental when G.C. HOMES/SUMMERVILLE subsequently refused to convey the buffer zone to DORTA-DUQUE and instead conveyed the buffer zone to SUMMERVILLE for its own use.

53. As a direct and proximate result of the conduct of G.C. HOMES/SUMMERVILLE, DORTA-DUQUE suffered damages including, but not limited to, ownership of the buffer zone to maintain the agricultural character of the neighborhood, the difference between the contractually agreed upon price of the buffer zone and the current market value of the buffer zone, the value of the house located on the buffer zone, and various other out-of-pocket costs and damages associated with the transaction.

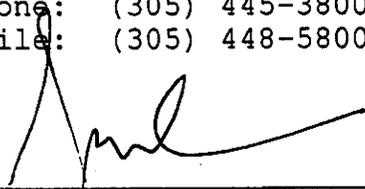
54. Injustice to DORTA-DUQUE can be avoided only by enforcement of G.C. HOMES/SUMMERVILLE's original representation that it would convey the buffer zone to him.

WHEREFORE, DORTA-DUQUE demands judgment against G.C. HOMES/SUMMERVILLE, including the above-described damages, together with attorney's fees, costs, and pre-judgment interest and such further relief as this Court deems proper.

Dated: July 23, 2003.

Respectfully submitted,

JOSEPHS, JACK & MIRANDA, P.A.
Attorneys for the Plaintiff
Post Office Box 330519
Miami, Florida 33233-0519
Telephone: (305) 445-3800
Facsimile: (305) 448-5800

By: 

MICHAEL R. JOSEPHS
Florida Bar No.: 119242

COMPOSITE EXHIBIT
“A”

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS
CONTRACT FOR SALE AND PURCHASE
FAR/BAR



ARTIES: Manuel Dorta Dugue his successors and/or assigns (Seller) (Phone) 305-258-6040
11999 S.W. 24th Street, Miami, Florida 33032

by G.C. Homes, Inc. a Florida corporation (Buyer) (Phone) 305-252-9110
8480 S.W. 167th Terrace, Miami, Florida 33157

Party agrees that Seller shall sell and Buyer shall buy the following described real property and personal property (collectively "Property") pursuant to the terms and conditions of this Contract of Sale and Purchase and any riders and addenda ("Contract"):

DESCRIPTION: Graphic depiction of Miami-Dade County, Florida: The Western 330 feet of that certain
real property graphically depicted in Exhibit A, attached hereto and made a part hereof,
containing approximately 5 acres
(b) Street address, city, zip, of the Property is: _____
(c) Personal Property: None

L PURCHASE PRICE: (\$65,500.00 per acre) \$ 375,970.00

PAYMENT:
(a) Deposit held in escrow by Steel Hector & Davis LLP (Escrow Agent) in the amount of \$ 50,000.00
(b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date (see Paragraph III) in the amount of \$ N/A
(c) Subject to AND assumption of existing mortgage in good standing in favor of _____ having an approximate present principal balance of \$ N/A
(d) New mortgage financing with a Lender (see Paragraph IV) in the amount of \$ N/A
(e) Purchase money mortgage and note to Seller (see rider for terms) in the amount of \$ N/A
(f) Other: _____ \$ 325,970.00
(g) Balance to close by U.S. cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations.

III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before April 18, 2002, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. For purposes of delivery or notice of execution, parties include Buyer and Seller or each of the respective brokers or attorneys. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

IV. FINANCING:
 (a) This is a cash transaction with no contingencies for financing;
 (b) This Contract is conditioned on Buyer obtaining a written loan commitment within _____ days after Effective Date for (CHECK ONLY ONE): a fixed; an adjustable; or a fixed or adjustable rate loan in the principal amount of \$ _____ at an initial interest rate not to exceed _____%, discount and origination fees not to exceed _____% of principal amount, and for a term of _____ years. Buyer will make application within _____ days (5 days if left blank) after Effective Date and use reasonable diligence to obtain a loan commitment and, thereafter, to satisfy terms and conditions of the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to waive Buyer's rights under this subparagraph within the time for obtaining a commitment or, after diligent effort, fails to meet the terms and conditions of the commitment by the closing date, then either party thereafter, by written notice to the other, may cancel this Contract and Buyer shall be refunded the deposit(s); or
 (c) The existing mortgage, described in Paragraph II(c) above, has: a variable interest rate; or a fixed interest rate of _____% per annum. At time of title transfer, some fixed interest rates are subject to increase; if increased, the rate shall not exceed _____% per annum. Seller shall furnish a statement from each mortgagee stating the principal balance, method of payment, interest rate and status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and diligently complete and return it to the mortgagee. Any mortgagee charge(s) not in accordance with _____ (1% of amount assumed if left blank), shall be paid by Buyer. If Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other party unless either elects to pay the increase in interest rate or excess mortgage charges.

V. TITLE EVIDENCE: At least _____ days before closing date, (CHECK ONLY ONE): Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney; or Buyer shall at Buyer's expense obtain (CHECK ONLY ONE): abstract of title; or title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on _____ unless modified by other provisions of this Contract.

VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public utility easements of record (easements are to be located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise stated herein); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any (if additional terms, see addendum); provided, that there exists at closing no violation of the foregoing and none prevent use of the Property for Agricultural purpose(s).

VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. Seller shall deliver occupancy of Property to Buyer at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

X. RIDERS: (CHECK those riders which are applicable AND are attached to this Contract):
 COMPREHENSIVE RIDER HOMEOWNERS' ASSN. COASTAL CONSTRUCTION CONTROL LINE
 CONDOMINIUM "AS IS"
 VAFHA LEAD-BASED PAINT INSULATION

XI. ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this Contract; may assign but not be released from liability under this Contract; or may not assign this Contract.

XII. DISCLOSURES:
1 (a) Radon is a naturally occurring radioactive gas that when 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 or Radon testing may be obtained from your County Public Health unit.
2 (b) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.
3 (c) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.
4 (d) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.
5 (e) If Buyer will be obligated to be a member of a homeowners' association, BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION DISCLOSURE.

XIII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:
1 (a) \$ _____ for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).
2 (b) \$ _____ for repair and replacement under Standard N (if blank, then 3% of the Purchase Price).

XIV. SPECIAL CLAUSES; ADDENDA: If additional terms are to be provided, attach addendum and CHECK HERE

XV. STANDARDS FOR REAL ESTATE TRANSACTIONS: Standards A through W on the reverse side or attached are incorporated as a part of this Contract.

77 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.
78 THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR.
79 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.
80 COPYRIGHT 1998 BY THE FLORIDA BAR AND THE FLORIDA ASSOCIATION OF REALTORS

81 _____ (Buyer) Manuel Dorta Dugue _____ (Date) _____ (Seller) _____ (Date)
82 Social Security or Tax I.D. # _____ By: Ray Castellanos, its
Social Security or Tax I.D. # _____

83 _____ (Buyer) _____ (Date) _____ (Seller) _____ (Date)
84 Social Security or Tax I.D. # _____ Social Security or Tax I.D. # _____

85 Deposit under Paragraph II (a) received; IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE. _____ (Escrow Agent)
86 BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

87 Name: _____ Listing Broker
88 Cooperating Brokers, if any _____
89 FAR/BAR-5 Revised 8/98 RIDERS CAN BE OBTAINED FROM FLORIDA LAWYERS SUPPORT SERVICES, INC. (FLSSI) (850) 658-7590

1 A. EVIDENCE OF TITLE: (1) An abstract of title is prepared or brought current by a reputable and existing abstract firm (if not existing that property is located through Effective Date. It
 2 to be an accurate synopsis of the instruments affecting title to the real property recorded in the public records of the county wherein the property is located through Effective Date. It
 3 shall commence with the earliest public records, or such later date as may be customary in the county. Upon closing of this Contract, the abstract shall become the property of Buyer, subject
 4 to the right of retention thereof by first mortgagee until fully paid. (2) A title insurance commitment issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the
 5 deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's title to the real property, subject only to liens, encumbrances, exceptions or
 6 qualifications provided in this Contract and those to be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or
 7 qualifications provided in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.
 8 Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within said 5 days notify Seller in writing specifying the defect(s). If defect(s)
 9 Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within said 5 days notify Seller in writing specifying the defect(s). If defect(s)
 10 Seller shall have 30 days from date of receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period,
 11 tender title unmarketable. Seller will have 30 days from date of receipt of notice to remove the defects, failing which Seller shall use diligent effort to remove the defect(s) or (2) requesting
 12 Seller written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defect(s), or Seller shall, if the
 13 a refund of deposit(s) paid which shall be immediately returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if the
 14 is found unmarketable, use diligent effort to correct defect(s) within the time provided hereafter. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive
 15 a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If evidence of title is delivered to Buyer less than 5 days prior to closing, Buyer
 16 may extend closing date so that Buyer shall have up to 5 days from date of receipt of evidence of title to examine same in accordance with this Standard.
 17 B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30-day grace period in the event of
 18 default if a first mortgage and a 15-day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of
 19 transfer of the real property; shall require all prior liens and encumbrances to be kept in good standing and forbid modifications of or future advances under prior mortgage(s); shall require Buyer
 20 to maintain policies of insurance containing a standard mortgage clause covering all improvements located on the real property against fire and all perils included within the term "extended
 21 coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement
 22 shall be otherwise in form and content required by Seller; but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally
 23 utilized by savings and loan institutions or state or national banks located in the county wherein the real property is located. All personal property and leases being conveyed or assigned will, at
 24 Seller's option, be subject to the lien of a security agreement evidenced by recorded financing statements. If a balloon mortgage, the final payment will exceed the periodic payments thereon.
 25 C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida
 26 surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions,
 27 Contract coverage of applicable governmental regulation, the same shall constitute a title defect.
 28 D. TERMITES/WOOD DESTROYING ORGANISMS: Buyer, at Buyer's expense, within the time allowed to deliver evidence of title, may have the Property inspected by a Florida Certified Pest
 29 Control Operator ("Operator") to determine if there is any visible active termite infestation or visible damage from termite infestation, excluding termites. If either or both are found, Buyer shall have
 30 30 days from date of written notice thereof within which to have cost of treatment, if required, estimated by the Operator and all damage inspected and estimated by a licensed builder or general
 31 contractor. Seller shall pay valid costs of treatment and repair of all damage up to the amount provided in Paragraph XIII(a). If estimated costs exceed that amount, Buyer shall have the option of
 32 cancelling this Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller or Buyer may elect to proceed with the transaction and receive a credit at closing
 33 on the amount provided in Paragraph XIII(a). "Termites" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act, as amended.
 34 E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the real property sufficient for its intended use as described in Paragraph VII hereof, title to
 35 which is in accordance with Standard A.
 36 F. LEASES: Seller shall, not less than 15 days before closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's
 37 occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer
 38 within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. Seller shall, at closing, deliver and assign all original leases to Buyer.
 39 G. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential
 40 liens known to Seller and further attesting that there have been no improvements or repairs to the real property for 90 days immediately preceding date of closing. If the real property has
 41 been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen or
 42 addition to Seller's lien affidavit within that time. Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen or
 43 repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the closing of this Contract.
 44 H. PLACE OF CLOSING: Closing shall be held in the county wherein the real property is located at the office of the attorney or other closing agent ("Closing Agent") designated by Seller.
 45 I. TIME: In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall
 46 end on a Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. of the next business day. Time is of the essence in this Contract.
 47 J. CLOSING DOCUMENTS: Seller shall furnish closing statement, mortgage, mortgage note, security agreement and financing statements.
 48 K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. Documentary stamps and intangible tax on the purchase money mortgage
 49 and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid
 50 by Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title or abstract charge, title examination, and settlement and
 51 closing fee, shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.
 52 L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before closing. Buyer shall have the option
 53 of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations to
 54 be made through day prior to closing, or occupancy, if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee
 55 will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance for any assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If
 56 improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between
 57 the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate
 58 shall, at request of either party, be readjusted upon receipt of tax bill on condition that a statement to that effect is signed at closing.
 59 M. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of or ratified
 60 date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified
 61 and Seller shall, at closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.
 62 N. INSPECTION, REPAIR AND MAINTENANCE: Seller warrants that the ceiling, roof (including the fascia and soffits) and exterior and interior walls, foundation, seawalls (or equivalent) and
 63 drainage do not have any Visible Evidence of leaks, water damage or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing
 64 systems and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may, at Buyer's expense, have
 65 inspections made of those items within 20 days after the Effective Date, by a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required)
 66 or by an appropriately licensed Florida contractor, and Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet
 67 the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements of
 68 181 required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XIII(b). Seller is not required to make repairs or replacements of
 69 182 a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If Seller is unable to correct the defects prior to closing, the cost thereof shall be paid into escrow at closing.
 70 183 Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to closing, the cost thereof shall be paid into escrow at closing.
 71 184 Seller shall, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to closing, to confirm that all items of personal property are
 72 185 on the real property and, subject to the foregoing, that all required repairs and replacements have been made and that the Property for inspections, including a walk-through prior to closing, to confirm that all items of personal property are
 73 186 has been maintained in the condition existing as of Effective Date, ordinary wear and tear excepted. For purposes of this Contract: (a) "Working Condition" means operating in the manner in which
 74 187 the item was designed to operate; (b) "Cosmetic Condition" means aesthetic imperfections that do not affect the working condition of the item, including, but not limited to: pitted masonry; missing
 75 188 or torn screens; lodged window; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls,
 76 189 flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool deck; and (c) cracked roof tiles, curling or worn shingles, or limited roof tile shall not be
 77 190 considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.
 78 191 O. RISK OF LOSS: If the Property is damaged by fire or other casualty before closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged,
 79 192 cost of restoration shall be an obligation of Seller and closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at closing. If the cost of restoration exceeds
 80 193 3% of the assessed valuation of the Property so damaged, Buyer shall have the option of either taking the Property as is, together with either the 3% or any insurance proceeds payable
 81 194 by virtue of such loss or damage, or of cancelling this Contract and receiving return of the deposit(s).
 82 195 P. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If an abstract of title has been furnished, evidence of title shall be continued at
 83 196 Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. All closing proceeds shall be
 84 197 held in escrow by Seller's attorney or other mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no
 85 198 fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails
 86 199 to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after closing date and bill of sale, if Buyer fails to make timely
 87 200 repayment, Buyer shall return the personal property, vacate the real property and reconvey the Property to Seller by special warranty deed and bill of sale, if Buyer fails to make timely
 88 201 demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed
 89 202 or bill of sale. If a portion of the purchase price is to be derived from institutional financing or refinancing, requirements of the lending institution as to place, time of day and procedures for
 90 203 closing, and for disbursement of mortgage proceeds shall control over contrary provision in this Contract. Seller shall have the right to require from the lending institution a written
 91 204 commitment that it will not withhold disbursement of mortgage proceeds as a result of any title defect attributable to Buyer-mortgagor. The escrow and closing procedure required by this
 92 205 Standard shall be waived if the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended.
 93 206 Q. ESCROW: Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to
 94 207 clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities
 95 208 under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment
 96 209 of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. If a licensed
 97 210 real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as a licensed
 98 211 hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from
 99 212 out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to
 100 213 Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.
 101 214 R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, for the purposes of
 102 215 non-prevailing party reasonable attorney's fees, costs and expenses.
 103 216 S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to
 104 217 be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of all
 105 218 claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.
 106 219 If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance
 107 220 or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.
 108 221 T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of
 109 222 the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney
 110 223 of any party shall be as effective as if given by or to that party.
 111 224 U. CONVEYANCE: Seller shall convey title to the real property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller, subject
 112 225 only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty
 113 226 of title, subject only to such matters as may be otherwise provided for herein.
 114 227 V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this
 115 228 Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.
 116 229 W. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been
 117 230 disclosed to Buyer.
 118 231 Buyer () and Seller () acknowledge receipt of a copy of this page.
 119 232

BUYER: Manuel Dorcas Pagan his or her heirs and/or assigns
 11999 S.W. 28th Street, Miami, Florida 33157
 (Phone) 305-258-6040

SELLER: G.C. Hubert, Inc. a Florida corporation
 8490 S.W. 167th Terrace, Miami, Florida 33157
 (Phone) 305-252-9110

DESCRIPTION: Graphic depiction of Miami-ade City, Block The Western 330 feet of that certain real property graphically depicted in Exhibit A, attached hereto and made a part hereof containing approximately 5 acres.

(b) Street address, city, zip, of the Property is _____
 (c) Personal Property: None

PURCHASE PRICE: \$365,530.00 per acre

PAYMENT: \$50,000.00

(a) Deposit held in escrow by Special Receiver & Davis LLP (Escrow Agent) in the amount of \$50,000.00

(b) Additional amount to be added to Escrow Agent within _____ days after Closing Date (see Paragraph 10) in the amount of \$/A

(c) Subject to AND satisfaction of existing mortgages in good standing in favor of _____ being an appropriate person principal borrower of _____

(d) New mortgage financing with a Lender (see Paragraph 10) in the amount of _____

(e) Proceeds (sales proceeds) to be paid to Seller (see Paragraph 10) in the amount of _____

(f) Other _____

375,970
 365,530.00
 50,000.00
 N/A
 N/A
 N/A
 N/A
 325,970

TIME FOR ACCEPTANCE OF OFFER: EXPIRES ON 06/11/02. If no offer is received by the Seller by the time specified in this Paragraph, the Seller may accept any offer received by the Seller on or after the expiration date of this Paragraph. For purposes of delivery or order of construction, parties include Buyer and Seller or both of the respective partners or operators. The date of Closing (Effective Date) will be the date when the last one of the Buyer and Seller has signed this Contract and a duplicate copy of this Contract and any documents hereto shall be transmitted to all purposes as set forth.

TITLE: (a) This is a contract intended to be a contract for financing. (b) The Contract is conditioned on Buyer obtaining a written loan commitment from _____ days after Closing Date for (CHECK ONLY ONE) a first, an all-in-one, or a second mortgage, and for a loan of _____ years, Buyer with certain restrictions with _____ as an interest-bearing cash loan to finance _____% of the purchase price of the Property. Buyer shall pay all interest and principal on the mortgage and cover the taxes. Buyer shall pay all loan expenses if Buyer fails to obtain a commitment or fails to obtain a commitment from the lender within the time for obtaining a commitment or other document. In the event the lender and conditions of the commitment do not meet Buyer's requirements, Buyer shall be deemed to have accepted the Contract and Buyer shall be deemed to have accepted the mortgage. (c) The closing mortgage, described in Paragraph 10, shall have _____% per annum. At the time of the mortgage, the Buyer shall be subject to a loan-to-value ratio of _____% per annum. Seller shall accept a borrower's loan with mortgage ending the purchase price of the Property. Interest on the loan shall be calculated on the basis of the actual number of days in the month. If Buyer has agreed to accept a mortgage with a higher rate than the rate set forth in this Paragraph, the Buyer shall be deemed to have accepted the mortgage and shall be deemed to have accepted the mortgage. (d) If any amount of interest is not paid by Buyer, Seller shall be deemed to have accepted the mortgage and shall be deemed to have accepted the mortgage. (e) If any amount of interest is not paid by Buyer, Seller shall be deemed to have accepted the mortgage and shall be deemed to have accepted the mortgage.

TITLE INSURANCE: At least _____ days before closing, (CHECK ONLY ONE) Buyer shall, at Seller's expense, order an inspection of Buyer or Buyer's attorney, or Buyer shall at Buyer's expense order (CHECK ONLY ONE) a survey of title or title insurance commitment with a copy of instrument filed as required attached hereto and, after closing, a copy of the instrument.

CLOSING DATE: The transaction shall be closed and the closing documents delivered on _____ unless ordered by other provisions in this Contract or by REINSTRUCTIONS. REINSTRUCTIONS: (a) If Buyer fails to obtain a commitment from the lender by the time specified in Paragraph 10, Buyer shall be deemed to have accepted the Contract and shall be deemed to have accepted the mortgage. (b) If Buyer fails to obtain a commitment from the lender by the time specified in Paragraph 10, Buyer shall be deemed to have accepted the Contract and shall be deemed to have accepted the mortgage. (c) If Buyer fails to obtain a commitment from the lender by the time specified in Paragraph 10, Buyer shall be deemed to have accepted the Contract and shall be deemed to have accepted the mortgage.

WARRANTY: Seller warrants that there are no parties in possession of the Property in violation of the terms of accepted buyers contract, the fact and terms thereof. Seller shall be deemed to have accepted the Contract and shall be deemed to have accepted the mortgage. (a) If Buyer fails to obtain a commitment from the lender by the time specified in Paragraph 10, Buyer shall be deemed to have accepted the Contract and shall be deemed to have accepted the mortgage. (b) If Buyer fails to obtain a commitment from the lender by the time specified in Paragraph 10, Buyer shall be deemed to have accepted the Contract and shall be deemed to have accepted the mortgage. (c) If Buyer fails to obtain a commitment from the lender by the time specified in Paragraph 10, Buyer shall be deemed to have accepted the Contract and shall be deemed to have accepted the mortgage.

PROPERTY CHECKS: (a) Buyer shall have the right to inspect the Property and the documents relating to the Property before the closing. (b) Buyer shall have the right to inspect the Property and the documents relating to the Property before the closing. (c) Buyer shall have the right to inspect the Property and the documents relating to the Property before the closing. (d) Buyer shall have the right to inspect the Property and the documents relating to the Property before the closing. (e) Buyer shall have the right to inspect the Property and the documents relating to the Property before the closing.

REPAIRS: (a) Seller shall be responsible for repairs to the Property in accordance with Paragraph 10. (b) Seller shall be responsible for repairs to the Property in accordance with Paragraph 10. (c) Seller shall be responsible for repairs to the Property in accordance with Paragraph 10. (d) Seller shall be responsible for repairs to the Property in accordance with Paragraph 10. (e) Seller shall be responsible for repairs to the Property in accordance with Paragraph 10.

ASSIGNMENT: (a) This Contract shall be assignable by Seller to any person or entity. (b) This Contract shall be assignable by Seller to any person or entity. (c) This Contract shall be assignable by Seller to any person or entity. (d) This Contract shall be assignable by Seller to any person or entity. (e) This Contract shall be assignable by Seller to any person or entity.

ENTIRE AGREEMENT: This Contract shall constitute the entire agreement between the parties hereto and shall supersede all other agreements, understandings, and negotiations between the parties hereto. (a) This Contract shall constitute the entire agreement between the parties hereto and shall supersede all other agreements, understandings, and negotiations between the parties hereto. (b) This Contract shall constitute the entire agreement between the parties hereto and shall supersede all other agreements, understandings, and negotiations between the parties hereto. (c) This Contract shall constitute the entire agreement between the parties hereto and shall supersede all other agreements, understandings, and negotiations between the parties hereto. (d) This Contract shall constitute the entire agreement between the parties hereto and shall supersede all other agreements, understandings, and negotiations between the parties hereto. (e) This Contract shall constitute the entire agreement between the parties hereto and shall supersede all other agreements, understandings, and negotiations between the parties hereto.

FORCE MAJEURE: (a) If the closing cannot be completed for any reason, the Seller shall be deemed to have accepted the Contract and shall be deemed to have accepted the mortgage. (b) If the closing cannot be completed for any reason, the Seller shall be deemed to have accepted the Contract and shall be deemed to have accepted the mortgage. (c) If the closing cannot be completed for any reason, the Seller shall be deemed to have accepted the Contract and shall be deemed to have accepted the mortgage. (d) If the closing cannot be completed for any reason, the Seller shall be deemed to have accepted the Contract and shall be deemed to have accepted the mortgage. (e) If the closing cannot be completed for any reason, the Seller shall be deemed to have accepted the Contract and shall be deemed to have accepted the mortgage.

DISCLAIMER: (a) This Contract is intended to be a legally binding contract. (b) This Contract is intended to be a legally binding contract. (c) This Contract is intended to be a legally binding contract. (d) This Contract is intended to be a legally binding contract. (e) This Contract is intended to be a legally binding contract.

SIGNATURES:
 Manuel Dorcas Pagan (Buyer)
 G.C. Hubert, Inc. (Seller)
 Date: 4-10-02

WITNESSES: (a) _____ (b) _____ (c) _____ (d) _____ (e) _____

NOTARIAL: (a) _____ (b) _____ (c) _____ (d) _____ (e) _____

DISCLOSURES: (a) _____ (b) _____ (c) _____ (d) _____ (e) _____

ADDITIONAL: (a) _____ (b) _____ (c) _____ (d) _____ (e) _____

FORMS: (a) _____ (b) _____ (c) _____ (d) _____ (e) _____

CONTACT: (a) _____ (b) _____ (c) _____ (d) _____ (e) _____

COMPOSITE EXHIBIT
“B”

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

This Addendum to Contract for Sale and Purchase (the "Addendum") is entered into as of this 3rd day of June, 2002, by and between GC Homes, Inc., a Florida corporation (the "Seller"), and Manuel Dorta-Duque, his successors and/or assigns (the "Buyer").

WITNESSETH:

WHEREAS, Seller has entered into a purchase and sale agreement with Claude F. Daigle, Jr. (the "Daigle Contract") in order to acquire twenty-two (22) acres of real property graphically depicted on Exhibit A attached hereto and made a part hereof (the "Daigle Property"); and

WHEREAS, Seller and Buyer have entered into a Contract for Sale and Purchase of even date herewith (the "Contract") for the sale and purchase of the real property more particularly described as the western 330 feet of the real property graphically depicted on Exhibit A attached hereto and made a part hereof and consisting of approximately 5.74 acres (the "Property"); and

WHEREAS, Seller has agreed to provide to Buyer a legible photocopy of the Daigle Contract prior to the execution of this Addendum; and

WHEREAS, Seller will acquire the Daigle Property from Claude F. Daigle, Jr. ("Daigle") and simultaneously sell the Property to Buyer on the closing date described in the Daigle Contract; and

WHEREAS, Seller and Buyer agree to amend the Contract in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

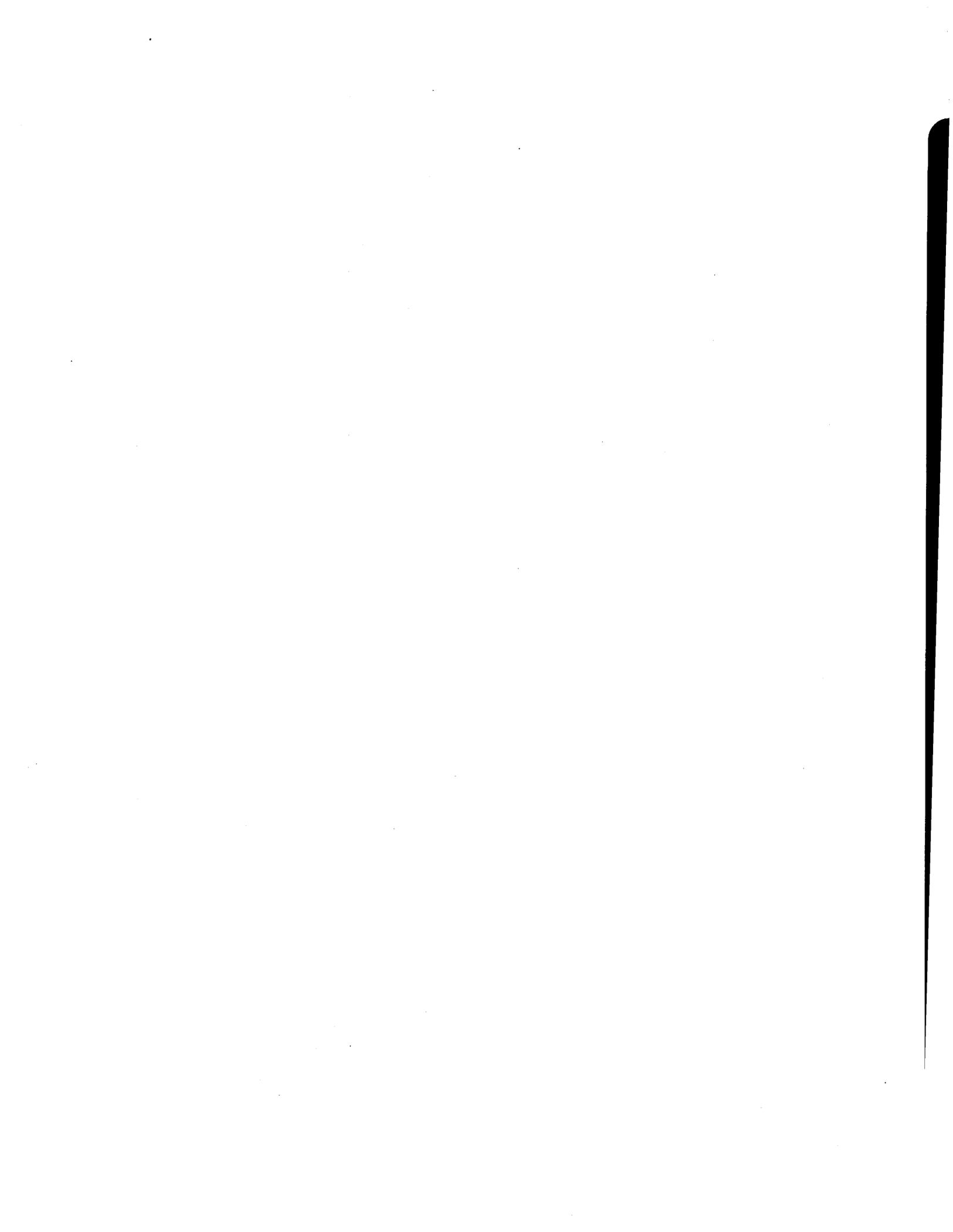
1. **Incorporation.** The parties hereto do hereby confirm that the preceding WHEREAS clauses are true and correct and are hereby incorporated by reference and made a part hereof. The transaction contemplated in the Contract is specifically subject to the approval of Public Hearing No. 01-333. Seller has no objection to Daigle selling the Property to Buyer, after the Daigle Contract has been terminated. With the consent of Mr. Daigle, Buyer may proceed, prior to the closing, to farm the Property, with the understanding that if no closing occurs on the Daigle Contract with Seller, Buyer may take back his crops.
2. **Title Evidence.** Within three (3) days of the date of execution of this Addendum, Seller shall provide to Buyer a legible photocopy of the title commitment, title exceptions and survey in connection with Seller's acquisition of the Daigle Property.
3. **Closing Date.** This transaction shall be closed and the parties hereto shall deliver the closing documents required and the Buyer shall pay to Seller the purchase price for the Property on the date set for closing on the Daigle Property under the Daigle Contract (the "Closing Date").
4. **Adjustment to Purchase Price.** Seller has represented to Buyer that Seller has paid to Daigle an extension fee of \$5,000 per month starting in January, 2002 through May, 2002 (for a total of \$25,000), and that Seller anticipates paying an extension fee for the months of June, 2002 and July, 2002 (for an additional \$10,000). Further, Seller has represented to Buyer that Seller will not receive a credit against the purchase price of the Daigle Property in connection with the payment of said extension fees, and that the Daigle Property consists of twenty-two (22) acres. Accordingly, Buyer agrees to increase the purchase price for the Property by the amount of the extension fees paid to Daigle which are attributable to the Property. By way of example, in the event that the Daigle Property consists of twenty-two acres, the Property consists of five acres, and the Seller paid to Daigle extension fees in the amount of \$35,000, then the amount of the extension fees attributable to the Property would be \$7,954.80, and the Purchase Price would be increased by that amount.

5. Boundary Wall. Buyer and Seller shall secure bids and shall enter into a construction agreement on or before the Closing Date with a contractor acceptable to both parties in order to cause a concrete wall to be constructed along the eastern boundary of the Property, in a north and south direction, and said wall shall measure eight (8) feet from the ground. Further, the parties hereto agree that the wall shall be completed within three (3) year after the Closing Date, and that the cost of said wall shall be paid one-half by the Seller and one-half by the Buyer. The provisions of this Section 5 shall survive the closing.

6. Landscaping on the Property. Buyer, at its sole expense, agrees to plant a row of approximately fifteen (15) pink tabebuia trees on each side of the Wall, with each pink tabebuia tree being approximately twenty five (25) feet apart from the next pink tabebuia tree, within six (6) months after Seller has completed construction of the Wall, to act as a buffer between land zoned, and/or used, for agricultural purposes and the housing project proposed by Seller. The provisions of this Section 6 shall survive the closing.

7. Vick's House. Seller agrees, for no additional consideration, to allow Buyer, at Buyer's sole expense, to remove the house located on the northeast corner of Southwest 117th Avenue and 248th Street, located in Miami-Dade County, Florida, and more commonly known as the "Vick's House", at such time as the Seller is no longer using the Vick's House for office or marketing purposes provided, however, that in no event shall such use of the Vick's House by the Seller exceed three (3) years after the Closing Date. Seller agrees that it will not landscape or construct improvements in the area around the Vick's House or otherwise take any action which would frustrate the ability of Buyer to remove the Vick's House to Buyer's property, and at such time as the Buyer removes the Vick's House, Seller shall deliver to Buyer an executed bill of sale for said house. The provisions of this Section 7 shall survive the closing. Seller shall be allowed to make any modifications to the Vick's House necessary in the conversion to a sales office.

8. Right of First Refusal. Buyer hereby grants to Seller a one-time right of first refusal to repurchase the Property from the Buyer in the event that Buyer receives a purchase and sale agreement setting forth an offer to purchase the Property (the "Purchase Offer"). Seller shall have five (5) days after receiving from the Buyer a photocopy of the Purchase Offer (which photocopy shall be hand delivered to the Buyer) to deliver to Buyer a purchase and sale agreement executed by the Seller to repurchase the Property from the Buyer for cash and otherwise the purchase and sale agreement shall include the same terms and conditions set forth in the Purchase Offer; provided, however, that the purchase price in connection with the repurchase of the Property by the Seller shall be at the same price per acre paid by the Buyer, plus the Buyer's carrying charges for taxes during the time that Buyer owns the Property, and ten percent (10%) per annum return on the purchase price paid by the Buyer to Seller, and the closing on said repurchase shall occur within thirty (30) days after the date the Purchase Offer was tendered to the Seller. If Seller does not present to Buyer Seller's executed purchase and sale agreement consistent with the foregoing within said five (5) day time period, and timely close on the repurchase of the Property, then Seller's one-time right of first refusal shall automatically terminate and be of no further force or effect. At time of closing, the parties hereto shall enter into a Memorandum of Agreement in connection with Seller's right of first refusal, in form acceptable to the Buyer and the Seller, which memorandum may be recorded by Seller in the Public Records of Miami-Dade County Florida, at Seller's expense; provided, however, that at time of closing, the Seller shall also deliver to Steel Hector & Davis LLP, as the escrow agent (the "Escrow Agent"), an executed release for said memorandum of agreement, along with written instructions to the Escrow Agent instructing the Escrow Agent to record said release in the Public Records of Miami-Dade County, Florida in the event that Seller fails to timely exercise its right of first refusal to repurchase the Property within five (5) days after receiving the Purchase Offer, or having exercised said right, fails to timely close on the repurchase of the Property. Buyer agrees that during the time period that Buyer owns the Property, that Buyer will not record any document in the Public Records of Miami-Dade County, Florida which will render the title to the Property to be other than good and marketable, as established by the title standards promulgated by the Florida Bar. The provisions of this Section 8 shall survive the closing. Seller shall maintain agricultural ad valorem exemption on the Property.





9. Settlement. The purchase of the Property by the Buyer pursuant to the Contract, as amended by this Addendum, is part of the consideration for Buyer agreeing to actively support the pending applications that Seller has filed in connection with the development of the Daigle Property, less and except the Property. In connection with the resolution of these issues, Seller's counsel will prepare and deliver to Buyer's counsel a proposed Settlement Agreement, which, subject to the approval of both the Seller and the Buyer, and will be executed at the time of the execution of this Addendum. The Settlement Agreement shall require the Seller to affirmatively state on the record of all public hearings in connection with this matter that the Property will act as a buffer between the contiguous agricultural property and the residential development proposed by the Seller, and that the wall described in Section 5 above will be constructed on the eastern boundary of the Property, in a north and south direction.

10. Dedication. Seller will not participate in or otherwise agree to the dedication of Southwest 119th Avenue located in Miami-Dade County, Florida, as a publicly dedicated road, until such time as Seller acquires title to the Property. This clause shall survive closing. The provisions of this Section 10 shall survive the closing.

11. Notices. Notices under the Contract, as amended by this Addendum, shall be deemed served when deposited in the United States mail, registered or certified mail, return receipt requested, with sufficient postage attached and directed to the party in question at the address specified in the Contract, or when delivered to Federal Express or other overnight delivery service during normal business hours, and addressed to the party in question at the address specified in the Contract.

12. Entire Agreement. This Contract, which includes the printed form of Contract combined with this Addendum, constitutes the entire agreement between the parties relative to the transaction contemplated herein, and any agreement or representation which is not expressly set forth herein and covered hereby is null and void. Any amendment, modification or supplement to this Contract or the Addendum must be in writing and executed by both Seller and Buyer.

13. Governing Law. The terms, conditions and covenants contained in the Contract and this Addendum shall be governed by and construed in accordance with the laws of the State of Florida.

14. Defined Terms. The capitalized terms in this Addendum shall have the same meaning as the defined terms in the Contract.

15. Counterparts/Fax Copy. This Addendum and the Contract to which it is attached may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Further, the parties agree that a fax copy of the executed Contract and the executed Addendum shall be legally binding on the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

Signed, sealed and
delivered in the presence of:

SELLER:

G.C. HOMES, INC., a Florida corporation

Name: _____

By: _____
Name: Ray Castellanos
Title: _____

Name: _____

MAJ (circled) TRUE

ADDENDUM CONTRACT FOR SALE AND PURCHASE

This Addendum to Contract for Sale and Purchase (the "Addendum") is entered into as of this 3 day of May, 2002, by and between GC Homes, Inc., a Florida corporation (the "Seller"), and Manuel Dorte-Duque, his successors and/or assigns (the "Buyer").

WITNESSETH:

WHEREAS, Seller has entered into a purchase and sale agreement with Claude F. Daigle, Jr. (the "Daigle Contract") in order to acquire twenty-two (22) acres of real property graphically depicted on Exhibit A attached hereto and made a part hereof (the "Daigle Property"); and

WHEREAS, Seller and Buyer have entered into a Contract for Sale and Purchase of even date herewith (the "Contract") for the sale and purchase of the real property more particularly described as the western 330 feet of the real property graphically depicted on Exhibit A attached hereto and made a part hereof and consisting of approximately five (5) acres (the "Property"); and

5.74 (circled) RC MAJ

WHEREAS, Seller has agreed to provide to Buyer a legible photocopy of the Daigle Contract prior to the execution of this Addendum; and

WHEREAS, Seller will acquire the Daigle Property from Claude F. Daigle, Jr. ("Daigle") and simultaneously sell the Property to Buyer on the closing date described in the Daigle Contract; and

WHEREAS, Seller and Buyer agree to amend the Contract in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Interpretation. The parties hereto do hereby confirm that the preceding WHEREAS clauses are true and correct and are hereby incorporated by reference and made a part hereof. *Re transaction contemplated in the contract is specifically subject to the approval of Public Hearing*

RC MAJ

2. Title Evidence. Within three (3) days of the date of execution of this Addendum, Seller shall provide to Buyer a legible photocopy of the title commitment, title exceptions and survey in connection with Seller's acquisition of the Daigle Property. *01-333*

3. Closing Date. This transaction shall be closed and the parties hereto shall deliver the closing documents required and the Buyer shall pay to Seller the purchase price for the Property on the date set for closing on the Daigle Property under the Daigle Contract (the "Closing Date").

4. Adjustment to Purchase Price. Seller has represented to Buyer that Seller has paid to Daigle an extension fee of \$5,000 per month starting in January, 2002 through May, 2002 (for a total of \$25,000), and that Seller anticipates paying an extension fee for the months of June, 2002 and July, 2002 (for an additional \$10,000). Further, Seller has represented to Buyer that Seller will not receive a credit against the purchase price of the Daigle Property in connection with the payment of said extension fees, and that the Daigle Property consists of twenty-two (22) acres. Accordingly, Buyer agrees to increase the purchase price for the Property by the amount of the extension fees paid to Daigle which are attributable to the Property. By way of example, in the event that the Daigle Property consists of twenty-two acres, the Property consists of five acres, and the Seller paid to Daigle extension fees in the amount of \$35,000, then the amount of the extension fees attributable to the Property would be \$7,954.80, and the Purchase Price would be increased by that amount.

5. Boundary Wall. Buyer and Seller shall secure bids and shall enter into a construction agreement on or before the Closing Date with a contractor acceptable to both parties in order to cause a concrete wall to be constructed along the eastern boundary of the Property, in

* Seller has no objection to Daigle selling the Property to Buyer, after the Daigle Contract has been terminated.

MAJ

MAJ2001/01/03-G

With the consent of MR. Daigle, Buyer may proceed prior to the closing to ~~take~~ the Property, with the understanding that if no closing occur on the Daigle Contract with Seller, Buyer may take back his ~~money~~ CROP.

* FARM ←

a north and south direction, and said wall shall measure eight (8) feet from the ground. Further, the parties hereto agree that the wall shall be completed within three (3) year after the Closing Date, and that the cost of said wall shall be paid one-half by the Seller and one-half by the Buyer. The provisions of this Section 5 shall survive the closing.

6. Landscaping on the Property. Buyer, at its sole expense, agrees to plant a row of approximately fifteen (15) pink tabebuia trees on each side of the Wall, with each pink tabebuia tree being approximately twenty five (25) feet apart from the next pink tabebuia tree, within six (6) months after Seller has completed construction of the Wall, to act as a buffer between land used, and/or used, for agricultural purposes and the housing project proposed by Seller. The provisions of this Section 6 shall survive the closing.

7. Vick's House. Seller agrees, for an additional consideration, to allow Buyer, at Buyer's sole expense, to remove the house located on the northeast corner of Southwest 117th Avenue and 245th Street, located in Miami-Dade County, Florida, and more commonly known as the "Vick's House", at such time as the Seller is no longer using the Vick's House for office or marketing purposes provided, however, that in no event shall such use of the Vick's House by the Seller exceed three (3) years after the Closing Date. Seller agrees that it will not landscape or construct improvements in the area around the Vick's House or otherwise take any action which would frustrate the ability of Buyer to remove the Vick's House to Buyer's property, and at such time as the Buyer removes the Vick's House, Seller shall deliver to Buyer an executed bill of sale for said house. The provisions of this Section 7 shall survive the closing.

8. Right of First Refusal. Buyer hereby grants to Seller a one-time right of first refusal to repurchase the Property from the Buyer in the event that Buyer receives a purchase and sale agreement setting forth an offer to purchase the Property (the "Purchase Offer"). Seller shall have five (5) days after receiving from the Buyer a photocopy of the Purchase Offer to deliver to Buyer a purchase and sale agreement executed by the Seller to repurchase the Property from the Buyer for cash and otherwise the purchase and sale agreement shall include the same terms and conditions set forth in the Purchase Offer; provided, however, that the purchase price in connection with the repurchase of the Property by the Seller shall be at the same price per acre paid by the Buyer, plus the Buyer's carrying charges for taxes during the time that Buyer owns the Property, and ten percent (10%) per annum interest on the purchase price paid by the Buyer to Seller, and the closing on said repurchase shall occur within thirty (30) days after the date the Purchase Offer was tendered to the Seller. If Seller does not present to Buyer Seller's executed purchase and sale agreement consistent with the foregoing within said five (5) day time period, and timely close on the repurchase of the Property, then Seller's one-time right of first refusal shall automatically terminate and be of no further force or effect. At time of closing, the parties hereto shall enter into a Memorandum of Agreement in connection with Seller's right of first refusal, in form acceptable to the Buyer and the Seller, which memorandum may be recorded by Seller in the Public Records of Miami-Dade County Florida, at Seller's expense; provided, however, that at time of closing, the Seller shall also deliver to Steel Honor & Davis LLP, as the escrow agent (the "Escrow Agent"), an executed release for said memorandum of agreement, along with certain instructions to the Escrow Agent instructing the Escrow Agent to record said release in the Public Records of Miami-Dade County, Florida in the event that Seller fails to timely exercise its right of first refusal to repurchase the Property within five (5) days after receiving the Purchase Offer, or having exercised said right, fails to timely close on the repurchase of the Property. Buyer agrees that during the time period that Buyer owns the Property, that Buyer will not record any document in the Public Records of Miami-Dade County, Florida which will render the title to the Property to be other than good and marketable, as established by the title standards promulgated by the Florida Bar. The provisions of this Section 8 shall survive the closing.

9. Settlement. The purchase of the Property by the Buyer pursuant to the Contract, as amended by this Addendum, is part of the consideration for Buyer agreeing to actively support the pending applications that Seller has filed in connection with the development of the Daigle Property, less and except the Property. In connection with the resolution of these issues, Seller's counsel will prepare and deliver to Buyer's counsel a proposed Settlement Agreement, which, subject to the approval of both the Seller and the Buyer, and will be executed at the time of the execution of this Addendum. The Settlement Agreement shall require the Seller to affirmatively

SELLER SHALL BE ALLOWED TO MAKE ANY MODIFICATIONS TO THE VICK'S HOUSE NECESSARY IN CONNECTION TO A SALES OFFICE RA
MAD

make photocopy shall be hand delivered to RA
Seller

Seller shall maintain original and return receipt on the Property.
RA
MAD

RA

states on the record of all public... in connection with this matter that the Property... as a buffer between the contiguous agricultural property and the residential development proposed by the Seller, and that the wall described in Section 5 above will be constructed on the eastern boundary of the Property, in a north and south direction.

10. Dedication. Seller will not participate in or otherwise agree to the dedication of Southwest 119th Avenue located in Miami-Dade County, Florida, as a publicly dedicated road. This clause shall survive closing. The provisions of this Section 9 shall survive the closing.

until
such
time
as
seller
is
required
to
pay
to
payee. PC

MAD

11. Notices. Notices under the Contract, as amended by this Addendum, shall be deemed served when deposited in the United States mail, registered or certified mail, return receipt requested, with sufficient postage attached and directed to the party in question at the address specified in the Contract, or when delivered to Federal Express or other overnight delivery service during normal business hours, and addressed to the party in question at the address specified in the Contract.

12. Entire Agreement. This Contract, which includes the printed form of Contract combined with this Addendum, constitutes the entire agreement between the parties relative to the transaction contemplated herein, and any agreement or representation which is not expressly set forth herein and covered hereby is null and void. Any amendment, modification or supplement to this Contract or the Addendum must be in writing and executed by both Seller and Buyer.

13. Governing Law. The terms, conditions and covenants contained in the Contract and this Addendum shall be governed by and construed in accordance with the laws of the State of Florida.

14. Defined Terms. The capitalized terms in this Addendum shall have the same meaning as the defined terms in the Contract.

15. Counterparts/Fax Copy. This Addendum and the Contract to which it is attached may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Further, the parties agree that a fax copy of the executed Contract and the executed Addendum shall be legally binding on the parties herein.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

Signed, sealed and delivered in the presence of:

SELLER:

G.C. HOME, INC., a Florida corporation

By: [Signature]
Name: Ray Castellanos
Title:

Name: _____

Name: _____

BUYER:

[Signature]
Name: Michael Denis-Duque

Name: _____

Name: _____

SETTLEMENT AGREEMENT

GC Homes, Inc., a Florida ("GC Homes"), and Manuel Dorta-Duque ("Dorta-Duque"), stipulate and agree as follows:

RECITALS

WHEREAS, GC Homes, filed a zoning application, Public Hearing No. 2001-333 (the "Application"), on that certain ±54 acres located on the south side of SW 248th Street at SW 117th Avenue (the "Property");

WHEREAS, GC Homes has entered into a contract to acquire the Property from Robert Borek; Jody K. Vaccaro & Richard L. Vira; Claude F. Daigle & Sara L. Daigle; Wilfred J. Vick and Pamela Vick, which transaction is subject to the approval of the Application;

WHEREAS, differences have arisen between Dorta-Duque and GC Homes with respect to the Application; and

WHEREAS, Dorta-Duque and GC Homes desire to resolve their differences.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the parties stipulate and agree as follows:

AGREEMENT

1. The above-listed recitals are true and correct and form a part of this Agreement.

2. To address Dorta-Duque's concerns regarding the impact of the Application on Dorta-Duque's property, GC Homes and Dorta-Duque have simultaneously herewith entered into a Contract for Sale and Purchase (the "Contract"), under the terms of which GC Homes will set aside for sale to Dorta-Duque approximately 1/2 acres located on the western boundary of the Property, adjacent to Dorta-Duque's property (the "Land Use Buffer"), all as shown on the plans submitted with the Application. The purpose of the Land Use Buffer is to establish and maintain an appropriate land use transition between the development of the Property and Dorta-Duque's property, as well as other homes & farms located west of the proposed residential community & SW 117 AVE, between SW 232 st + SW 248 st.

MAD
+ together with the proposed wall

proposed residential community & SW 117 AVE, between SW 232 st + SW 248 st.

3. In consideration of the execution of the Contract by GC Homes, Dorta-Duque, on behalf of himself, his heirs, successors and assigns, agrees not to oppose, object to or interfere, whether directly or indirectly, with the efforts of GC Homes to secure the approval of the Application and other approvals that are necessary for the development of the Property, provided GC Homes is in compliance with the terms of this Agreement. Further, Dorta-Duque agrees to appear before the Community Zoning Appeals Board, or in the event of an appeal, the Board of County Commissioners, to

MAD

(M1799001:1)

*** (either personally, in writing or at Seller's request & expense through counsel)*
RK

actively support approval of the Application, provided G. Homes is in compliance with the terms of this Agreement.

4. This Agreement is binding on the parties hereto and the parties agree to execute any and all documents necessary to ratify and confirm the terms and provisions of this Agreement. *The parties hereto agree, that this is a private Settlement Agreement, which neither party may disclose to any*

5. This Agreement shall be deemed drafted by all parties and there shall be no presumption against any party relating to the drafting of said Agreement and the language used herein. *other party, without the prior written consent of the other party hereto, unless such party here has brought an enforcement action here under, whereupon this Settlement Agreement may be disclosed in connection with said enforcement action & for no other purpose*

6. This Agreement and its enforcement shall be governed by the laws of the State of Florida.

7. In the event of any dispute hereunder, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

8. The parties signing this Agreement represent and warrant that they have full and complete legal and binding authority to enter into said Agreement.

9. The terms of this Agreement shall be binding on the parties, their legal representatives, successors and assigns, and shall supersede all prior discussions and negotiations among the parties concerning settlement. This Agreement represents the entire agreement of the parties and shall not be modified except by a writing signed by all of the parties.

10. The terms of this Agreement may be modified if mutually agreed upon, in writing, by GC Homes and Dorta-Duque, with no third party consent required.

11. This Agreement may be signed in counterparts, and the signature counterparts of the parties or their authorized representative shall be treated the same as if said Agreement had been signed by all parties or their authorized representatives. A facsimile signature shall be deemed the equivalent of an original signature of a party or its authorized representative.

12. Notices shall be sent via Certified Mail, Hand Delivery or Federal Express as follows:

If to Owner: GC Homes, Inc.
c/o Mr. Ray Castellanos
14425 Country Walk Drive
Miami, Florida 33186

With a copy to: Juan I. Mayol, Jr., Esq.
Akerman Senterfitt & Eidson, P.A.
One Southeast Third Avenue, 28th Floor

(MDS99001.1)

RC

Miami, Florida 33131-1714

If to Dorta-Duque:

Mr. Manuel Dorta-Duque
11999 SW 248th Street
Miami, Florida 33032

With a copy to:

Thomas V. Egan, Esq.
Steel Hector & Davis
200 S. Biscayne Boulevard
Suite 4000
Miami, Florida 33131-2310

13. This Agreement is executed by the parties as of the date stated at the end of the Settlement Agreement.

WHEREOF, the parties have read, understood and agreed to the terms of this Amendment and by their signatures below bind themselves, their heirs, distributees, legatees, assigns and any other successors in interest.

DATED this 3 day of JUNE, 2002.

Manuel Dorta-Duque

GC Homes, Inc., a Florida Corporation

By: Manuel
Manuel Dorta-Duque

By: [Signature]
RAY CASTELLANOS

{M1799001;1}



TOTAL SIGNATURES

506

**NAMES NOT LISTED ON
COUNTY PUBLIC RECORD
OR NOT WITHIN
DISTRICT**

325 OR 64 %

Petition Verification
Manuel Diaz Rezoning

Order by Status + address
(demonstrates exact # of qualified signatures)

	Status	Name	Address	Comments
1	W.I.D. SH	Alfonso Cereceda	11901 SW 232 Street	
2	W.I.D. SH	Winniefred Young	11999 SW 240 Street	
3	W.I.D. SH	Jazzmine Young	11999 SW 240 Street	Owner: Winniefred Young
4	W.I.D. SH	Eddie Rodriguez	12103 SW 250 Terrace	Owner: Isabel Rodriguez
5	W.I.D. SH	Isabel Rodriguez	12103 SW 250 Terrace	
6	W.I.D. SH	Genaro Martinez de Villa	12113 SW 248 Terrace	
7	W.I.D. SH	Brenda Kipp	12156 SW 250 Terrace	
8	W.I.D. SH	Aubrey Kipp	12156 SW 250 Terrace	
9	W.I.D. SH	John Paul Pama	12169 SW 250 Street	
10	W.I.D. SH	Elda Becera	12338 SW 249 Street	
11	W.I.D. SH	Gregory Scott	12339 SW 249 Street	
12	W.I.D. SH	Anabel Rodriguez	12349 SW 249 Street	
13	W.I.D. SH	John R. Pedigo	12358 SW 249 Street	
14	W.I.D. SH	Martha Pedigo	12358 SW 249 Street	
15	W.I.D. SH	Catherine L. Pedigo	12358 SW 249 Street	
16	W.I.D. SH	Johnathan Pedigo	12358 SW 249 Street	Owner: John R. Pedigo, Martha Pedigo, & Catherine Pedigo
17	W.I.D. SH	Rupert Lyn	12368 SW 249 Street	
18	W.I.D. SH	Donna Lyn	12368 SW 249 Street	
19	W.I.D. SH	Alice Dant	12369 SW 249 Street	
20	W.I.D. SH	Thomas Dant	12369 SW 249 Street	
21	W.I.D. SH	Dany Becera	12379 SW 249 Street	Owner: Esteban O Becera & W Eida
22	W.I.D. SH	Janet Becera	12379 SW 249 Street	Owner: Esteban O Becera & W Eida
23	W.I.D. SH	Juan Guardado	15930 SW 302 Terrace	
24	W.I.D. SH	Mima Guardado	15930 SW 302 Terrace	
25	W.I.D. SH	Iris Vigil	22820 SW 122 Place	Owner: Vincente Vigil
26	W.I.D. SH	Jose Luis Vigil	22820 SW 122 Place	Owner: Vincente Vigil
27	W.I.D. SH	Lespaldina Vigil	22820 SW 122 Place	Owner: Vincente Vigil
28	W.I.D. SH	Joseph Bush	23220 SW 124 Ave	
29	W.I.D. SH	Heidi Bush	23220 SW 124 Ave	
30	W.I.D. SH	Susan Kaminski	23300 SW 120 Ave	
31	W.I.D. SH	Enrique Perez	23333 SW 123 Ave	
32	W.I.D. SH	Kim Nottebaum	23400 SW 120 Ave	Owner: K.A. Altman & J. Nottebaum
33	W.I.D. SH	Jeff Nottebaum	23400 SW 120 Ave	
34	W.I.D. SH	Janet Batchelor	23401 SW 124 Ave	
35	W.I.D. SH	Chris C. Whitman	23430 SW 122 Ave	
36	W.I.D. SH	Ma Whitman	23430 SW 122 Ave	Owner: Chris C. Whitman
37	W.I.D. SH	Paul Whitman	23430 SW 122 Ave	Owner: Chris C. Whitman
38	W.I.D. SH	Jorge Cuadrado	23451 SW 123 Ave	
39	W.I.D. SH	Carol Cuadrado	23451 SW 123 Ave	
40	W.I.D. SH	Walter Nottebaum	23455 SW 122 Ave	Owner: Jeffrey & Mardella Nottebaum
41	W.I.D. SH	James G. Jones	23505 SW 122 Ave	
42	W.I.D. SH	Elizabeth Jones	23505 SW 122 Ave	
43	W.I.D. SH	Lucia Anton	23605 SW 120 Ave	
44	W.I.D. SH	Eduardo Anton	23605 SW 120 Ave	
45	W.I.D. SH	Lisa Griffiths	23605 SW 123 Ave	Owner: William Griffiths

**W.I.D. = Name Address listed on property records within Community Council District 15

**Not in District = Address listed is not within Community Council District 15

**SH = Same Household

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Petition Verification
Manuel Diaz Rezoning

	Status	Name	Address	Comments
46	W.I.D. SH	William Griffiths	23605 SW 123 Ave	
47	W.I.D. SH	Lana S. Morey	23615 SW 123 Ave	Owner: John G. Morey
48	W.I.D. SH	John G. Morey	23615 SW 123 Ave	
49	W.I.D. SH	Shannon Williams	23750 SW 122 Ave	Owner: Donald Williams
50	W.I.D. SH	Warren Dennis	23750 SW 123 Ave	
51	W.I.D. SH	Lillith Trewick	23800 SW 122 Ave	
52	W.I.D. SH	Gary Trewick	23800 SW 122 Ave	
53	W.I.D. SH	Pedro Oliva	23820 SW 120 Ave	
54	W.I.D. SH	Ernestina Oliva	23820 SW 120 Ave	
55	W.I.D. SH	Randy Homyk	23970 SW 122 Ave	
56	W.I.D. SH	Susan Homyk	23970 SW 122 Ave	
57	W.I.D. SH	Randy Homek	23970 SW 122 Ave	Duplicate Entry
58	W.I.D. SH	Susan Homek	23970 SW 122 Ave	Duplicate Entry
59	W.I.D. SH	David T. Perez	23975 SW 123 Ave	
60	W.I.D. SH	Christina Williams	23975 SW 123 Ave	
61	W.I.D. SH	Ariane Williams	23975 SW 123 Ave	Owner: David Perez & Christine Williams
62	W.I.D. SH	Alex Fernandez	241 x 123 Ave	No such Address listed; Assuming Residence at 24155, Not Named - Owner: Nelson & Dolores Fernandez
63	W.I.D. SH	Nina Gail Betancourt	24100 SW 123 Ave	
64	W.I.D. SH	Harley W. Morgan	24100 SW 123 Ave	
65	W.I.D. SH	Craig S. Betancourt	24100 SW 123 Ave	Owner: Nina Betancourt & Harley Morgan
66	W.I.D. SH	Teresita Fernandez	24100 x 122 Ave	No such address at 24100; Assuming residence at 24155, Not Named - Owner: Nelson & Dolores Fernandez
67	W.I.D. SH	Manuel Dorta-Duque	24120 SW 119 Ave	
68	W.I.D. SH	Helga Junkins	24126 SW 120 Ave	
69	W.I.D. SH	Chris Junkins	24126 SW 120 Ave	Owner: Joachim & Helga Junkins
70	W.I.D. SH	Joe Junkins	24126 SW 120 Ave	Owner: Joachim & Helga Junkins
71	W.I.D. SH	Nelson Fernandez	24155 SW 122 Ave	
72	W.I.D. SH	Fay Tubbs	24210 SW 122 Ave	
73	W.I.D. SH	George Tubbs	24210 SW 122 Ave	
74	W.I.D. SH	Marshall Osit	24340 SW 120 Ave	
75	W.I.D. SH	Jill Osit	24340 SW 120 Ave	
76	W.I.D. SH	Chuck Thomas	24400 SW 123 Ave	
77	W.I.D. SH	Lauren thomas	24400 SW 123 Ave	
78	W.I.D. SH	Karen Ralston	24460 SW 123 Ave	
79	W.I.D. SH	Donald Ralston	24460 SW 123 Ave	
80	W.I.D. SH	Daryl Forker	24540 SW 120 Ave	
81	W.I.D. SH	Cheryl Forker	24540 SW 120 Ave	
82	W.I.D. SH	David Dyszer	24545 SW 124 Ave	
83	W.I.D. SH	George Katsoulis	24621 SW 123 Ave	
84	W.I.D. SH	Anastasia Katsoulis	24621 SW 123 Ave	
85	W.I.D. SH	Berto Lorenzo	24650 SW 122 Ave	
86	W.I.D. SH	Leonor Calvo	24650 SW 122 Ave	
87	W.I.D. SH	Yvonne Byers	24755 SW 122 Ave	
88	W.I.D. SH	Bertram Byers	24755 SW 122 Ave	

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Petition Verification
Manuel Diaz Rezoning

	Status	Name	Address	Comments
89	W.I.D. SH	Ruby Pearson	25021 SW 122 Ct	
90	W.I.D. SH	Terry Stofer	25021 SW 122 Ct	
91	W.I.D. SH	Karen Gray	25027 SW 124 Ct	Owner: Delano Gray
92	W.I.D. SH	Delano Gray	25027 SW 124 Ct	
93	W.I.D. SH	Carla Roman	25042 SW 129 Place	
94	W.I.D. SH	Michelle Tronzo	25050 SW 121 Place	Ownership Information Listed as Confidential
95	W.I.D. SH	Mike Rojas	25050 SW 121 Place	Ownership Information Listed as Confidential
96	W.I.D. SH	Lloyd Brown	9711 Jamaica Dr.	
97	W.I.D. SH	Jessica Brown	9711 Jamaica Drive	Owner: Lloyd & Patricia Brown
98	W.I.D.	Eric Wright	10350 SW 220 Street	
99	W.I.D.	O'Neal Smith	11414 SW 226 Street	
100	W.I.D.	Gerardo Alvarez	11700 SW Bailes Rd.	
101	W.I.D.	Sylvester Collier	12001 SW 232 Street	
102	W.I.D.	Bruna Chavez	12103 SW 249 Terrace	
103	W.I.D.	David & Luciane Anderson	12108 SW 249 Street	
104	W.I.D.	Peter Peco	12108 SW 250 Terrace	
105	W.I.D.	Jason Ashby	12112 SW 248 Terrace	
106	W.I.D.	Javier Pineiro	12114 SW 250 Terrace	
107	W.I.D.	Marcela Stewart	12118 SW 248 Terrace	
108	W.I.D.	Melville R. Lewis	12120 SW 250 Terrace	
109	W.I.D.	Cecilia Sampayo	12127 SW 250 Terrace	
110	W.I.D.	Michael W. Hardy, Jr.	12132 SW 250 Terrace	
111	W.I.D.	Gina Cayemitte	12138 SW 250 Terrace	
112	W.I.D.	Jinn Gonzalez	12151 SW 250 Street	Owner: Gillian L. Gonzalez
113	W.I.D.	Gloria A. Ortega	12151 SW 250 Terrace	
114	W.I.D.	Jacqueline Marrero	12170 SW 249 Street	
115	W.I.D.	Dennis Bell	12305 SW 236 Street	
116	W.I.D.	Carry Stuart	12306 SW 251 Street	
117	W.I.D.	Paul Erneri	12320 SW 236 Street	
118	W.I.D.	Florence Ladd	12377 SW 250 Street	Owner: Richard & Nancy Ladd
119	W.I.D.	Claudia Feacher	12393 SW 250 Terrace	
120	W.I.D.	Eugenio Izquierdo	12411 SW 253 Street	
121	W.I.D.	Alex Ramos	12956 SW 251 Street	
122	W.I.D.	Guido Silverio	13201 SW 278 Terrace	
123	W.I.D.	Philip Marracini	13960 SW 248 Street	
124	W.I.D.	Barbaro Portal	14435 SW 293 Terrace	
125	W.I.D.	Luisa Cervantes	14720 SW 296 Street	
126	W.I.D.	Sonia Perez	15351 SW 303 Street	Owner: Luis O. & Eliz Perez
127	W.I.D.	Orlando Jimenez	15824 SW 304 Terrace	Owner: Juana Jimenez
128	W.I.D.	Harold J. Lenser	19561 Franjo Road	
129	W.I.D.	Joyce Simpson	20241 SW 103 Ave	
130	W.I.D.	Ray Romero	20961 SW 85 Passage	
131	W.I.D.	Raquel Liberato	21040 SW 121 Ave	
132	W.I.D.	Freddie McGee	22211 SW 114 Ave	Owner: Jeanette McGee
133	W.I.D.	Abel Gamino	22825 SW 122 Place	

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Petition Verification
Manuel Diaz Rezoning

	Status	Name	Address	Comments
134	W.I.D.	Hugh Lee	22845 SW 122 Ave	
135	W.I.D.	Carlos Vigil	22881 SW 123 Ct	
136	W.I.D.	Kent Mertens	22935 SW 122 Place	
137	W.I.D.	Luis Guillermo Munoz	22945 SW 122 Place	
138	W.I.D.	Johnnie Farrington	23000 SW 120 Ave	
139	W.I.D.	John Bolash	23015 SW 120 Ave	
140	W.I.D.	Rene Doeste	23140 SW 117 Ave	
141	W.I.D.	Mark Liesenberg	23320 SW 122 Ave	
142	W.I.D.	Ricardo Roy Luna	23400 SW 124 Ave	
143	W.I.D.	Mark H. Schofield	23520 SW 119 Ave	
144	W.I.D.	James W. Bush	23555 SW 120 Ave	
145	W.I.D.	Mitchell Belkin	23700 SW 119 Ave	
146	W.I.D.	Juan C. Cayro	23975 SW 122 Ave	
147	W.I.D.	Peter von Scholl	24125 SW 120 Ave	
148	W.I.D.	Maria Cruz	24160 SW 127 Ave	
149	W.I.D.	Joseph R. Falin	24200 SW 120 Ave	
150	W.I.D.	Geraldine Townsend	24201 SW 120 Ave	
151	W.I.D.	Nelson Urrotia	24201 SW 123 Ave	
152	W.I.D.	Blair Donaldson	24275 SW 120 Ave	
153	W.I.D.	Richard Lovett	24355 SW 142 Ave	
154	W.I.D.	Roger F. Rolfs	24371 SW 123 Ave	
155	W.I.D.	Frank Jones	24410 SW 120 Ave	
156	W.I.D.	Alicia Quinones	24453 SW 123 Ave	
157	W.I.D.	David Thomas	24490 SW 120 Ave	
158	W.I.D.	Gail Santoro	24525 SW 122 Ave	Duplicate Entry
159	W.I.D.	David Nash	24540 SW 122 Ave	
160	W.I.D.	Karl Sickle	24601 SW 123 Ave	
161	W.I.D.	Everardo Ramirez	24625 S. Dixie Highway	
162	W.I.D.	Edward Bazewick	24655 SW 120 Ave	
163	W.I.D.	Mariano Vega	24750 SW 122 Ave	
164	W.I.D.	John Gafney	24785 SW 123 Ave	
165	W.I.D.	Gail Santoro	248 St & 129 Ave	Northwest Corner, 1 acre; Duplicate Entry
166	W.I.D.	Sheryl Rodriguez	24842 SW 121 Court	
167	W.I.D.	Margaret Seerattan	24862 SW 121 Ct	
168	W.I.D.	Andree Young	24912 SW 121 Court	
169	W.I.D.	Barbara E. Lovett	24940 SW 134 Ave	
170	W.I.D.	William P. Bledsoe	24942 SW 121 Court	
171	W.I.D.	Lisette Moreno	25035 SW 128 Place	Owner: William Moreno
172	W.I.D.	Laryssa Roman	25042 SW 129 Ave	Owner: Carla Maria Roman
173	W.I.D.	Angel M. Rey	25300 SW 127 Ave	
174	W.I.D.	Jorge Fuentes	25405 SW 124 Ct	Same entry two addresses; 25405 SW 124 Ct. W.I.D.
175	W.I.D.	Lewis Haynes	26520 SW 137 Court	
176	W.I.D.	Marianne Howe	27914 SW 127 Place	
177	W.I.D.	Alphonsus Phillips	8214 SW 201 Terrace	
178	W.I.D.	Jeff Oldfield	9421 SW 185 Terrace	

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Petition Verification
Manuel Diaz Rezoning

	Status	Name	Address	Comments
179	W.I.D.	Diva Perkins	9446 SW 185 Terrace	
180	W.I.D SH	Bryan S. Throckmorton	12299 SW 232 Street	
181	W.I.D SH	Merry Throckmorton	12299 SW 232 Street	Owner: Bryan & Marlene Throckmorton
182	Not Named SH	Gzuarro Mejia	11901 SW 232 Street	Owner: Alfonso Cereceda
183	Not Named SH	Walter Hall	12085 SW 249 Terrace	Owner: Elizabeth & Eddie Boyd
184	Not Named SH	Fatima Hall	12085 SW 249 Terrace	Owner: Elizabeth & Eddie Boyd
185	Not Named SH	Jaleesa Hall	12085 SW 249 Terrace	Owner: Elizabeth & Eddie Boyd
186	Not Named SH	Mandy Hall	12085 SW 249 Terrace	Owner: Elizabeth & Eddie Boyd
187	Not Named SH	Lorraine Cardena	12113 SW 248 Terrace	Owner: Genaro Martinez de Villa
188	Not Named SH	Cathy Guizitlez	12169 SW 250 Street	Owner: Jon Paul Palma
189	Not Named SH	Jenny Wing	12338 SW 249 Street	Owner: Esteban O Becera & W Elda
190	Not Named SH	B....	12339 SW 249 Street	Owner: Gregory Scott
191	Not Named SH	Oswaldo Gacet	12349 SW 249 Street	Owner: Anabel Rodriguez
192	Not Named SH	Lilian Mango	12371 SW 256 Street	Owner: Raul Martinez
193	Not Named SH	Lisa Mango	12371 SW 256 Street	Owner Raul Martinez
194	Not Named SH	Harvey Bullis	12420 SW 248 Street	Owner: Key Biscayne Bromeliads Inc.
195	Not Named SH	Peggy Guice	12420 SW 248 Street	Owner: Key Biscayne Bromeliads Inc.
196	Not Named SH	Roberto Sardinias	23300 SW 120 Ave	Owner: Henry Kaminsky & W Susan
197	Not Named SH	Lourdes Ferrer	23300 SW 120 Ave	Owner: Henry Kaminsky & W Susan
198	Not Named SH	Lazaro Sardinias	23300 SW 120 Ave	Owner: Henry Kaminsky & W Susan
199	Not Named SH	Vilma Vallejo	23333 SW 123 Ave	Owner: Enrique Perez
200	Not Named SH	Kristen Pybas	23401 SW 124 Ave	Owner: Janet Batchelor
201	Not Named SH	William Ley	23430 SW 122 Ave	Owner: Chris C. Whitman
202	Not Named SH	Lisa Roy	23455 SW 122 Ave	Owner: Jeffrey & Mardella Nottebaum
203	Not Named SH	Aurthur Gillis	23455 SW 122 Ave	Owner: Jeffrey & Mardella Nottebaum
204	Not Named SH	Lisa Para	23455 SW 122 Ave	Owner: Jeffrey & Mardella Nottebaum
205	Not Named SH	Eddie Valenta	23975 SW 123 Ave	Owner: David Perez & Christine Williams
206	Not Named SH	Ana Maria Pe'rez-Perkins	24120 SW 119 Ave	Owner: Manuel Dorta-Duque
207	Not Named SH	Patricia S. Townsend	24545 SW 124 Ave	Owner: David Dyszer
208	Not Named SH	C.S. Ford	24545 SW 124 Ave	Owner: David Dyszer
209	Not Named SH	C Hersch	24601 SW 124 Ave	Owner: Micheal & Cynthia Maguire
210	Not Named SH	M.L. Majeiro	24601 SW 124 Ave	Owner: Micheal & Cynthia Maguire
211	Not Named SH	Maria S. Lang	25042 SW 129 Place	Owner: Carla Maria Roman
212	Not Named	Pedro Aroch	10301 SW 240 Street	Owner: Manuel Dorta-Duque
213	Not Named	Javier Perez	10800 SW 211 Street	Owner: Dade County
214	Not Named	Steven Ellison	11795 SW 232 Street	Owner: Jean O'Connell
215	Not Named	Kay...Ath....???	12055 SW 240 Street	Owner: Charles Rebozo
216	Not Named	Donovan Jackson	12078 SW 250 Terrace	Owner: J.B. & Latanya Stephenson
217	Not Named	A... S. Colon	12096 SW 250 Terrace	Owner: Rina D Vides
218	Not Named	Barbara Perez	12100 SW 248 Terrace	Owner: Roberto Quintero
219	Not Named	Lidia Corrieri	12105 SW 240 Street	Owner: Marilyn McClain
220	Not Named	Steven Fernandez	12106 SW 248 Terrace	Owner: Angelina Darby
221	Not Named	Aymee Rodriguez	12114 SW 249 Street	Owner: Emmanuel & Haymee Sanchez
222	Not Named	Villegasi	12121 SW 250 Terrace	Owner: Joyce Ramirez
223	Not Named	Richard R.	12144 SW 250 Terrace	Owner: Neisy Nunez

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Petition Verification
Manuel Diaz Rezoning

	Status	Name	Address	Comments
224	Not Named	Teana Bryan	12145 SW 250 Street	Owner: Mortgage Electronic Reg System
225	Not Named	Bertha Greg	12300 SW 236 Street	Owner: Sarah Bostik
226	Not Named	Saurina Lee	12375 SW 255 Terrace	
227	Not Named	Camellia Wiggins	12392 SW 250 Terrace	Owner: Linda Menkevich
228	Not Named	Patricia Bullis	12400 SW 248 Street	Owner: Key Biscayne Bromeliads Inc.
229	Not Named	James Guice	12465 SW 248 Street	Owner: Key Biscayne Bromeliads Inc.
230	Not Named	Jesus Guzman	1280-C South Franklin Ave	Owner: Hector & Maritza Castro
231	Not Named	Rosey Ferrino	13070 SW 262 Lane	Owner: Douglas Smith, Jr.
232	Not Named	John W. Slimak	13719 SW 147 Cir Lane #2	Owner: Victor Rodriguez
233	Not Named	F. Morrea	14460 SW 287 Street	Owner: Virginia & Brian Guinand
234	Not Named	Nick Apollony	14500 SW 280 St., Lot 42	Mobile Home Park, no specific ownership information listed
235	Not Named	Alvaro Mesa	16855 SW 172 Ave	Owner: Inversiones Pasatiempo, Inc.
236	Not Named	Joe Gamio	19506 SW 103 Court	Owner: Yamelis Garcia Camacho
237	Not Named	Clarissa Diaz de Villegas	19831 Christmas Rd	Owner: Lazaro Diaz de Villegas
238	Not Named	Jeanette Harrington	20612 SW 103 Place	Owner: Morgan Charles Simpson
239	Not Named	Jilberto Ortiz	22835 SW 122 Ave	Owner: Caridad Gomez & Husband Herbierto
240	Not Named	Sandra Foutsch	23403 SW 120 Ave	Owner: Sandra Macias
241	Not Named	Virgilio Ramirez	23500 SW 124 Ave	Owner: Damian Urquiola
242	Not Named	Jennifer Ferguson	23675 SW 120 Ave	Owner: James Perez
243	Not Named	Bertino Torres	24000 SW 122 Ave	Owner: Rosita Aponte
244	Not Named	Roberta Lovett	24000 SW 142 Ave	
245	Not Named	Maria Scholl	24125 SW 120 Ave	Owner: Peter Scholl
246	Not Named	Catarin Von Schou	24125 SW 120 Ave	Owner: Peter Scholl
247	Not Named	Gemalli Garcia	24150 SW 119 Ave	Owner: Sylvia Dorta-Duque & Consuelo Mestre
248	Not Named	Dillard D. Nash	24260 SW 122 Ave	Owner: David Nash & Doreen Russo
249	Not Named	Margueritte Quinlan	24300 SW 120 Ave	No Such Address Would fall on a Property owned by Bryquin Corp.
250	Not Named	Jose Troitino	24755 SW 123 Ave	Owner: Michael Lomax
251	Not Named	Roger A Fuentes	24852 SW 121 Court	Owner: Michael & Eduardo Osorio
252	Not Named	Francisco De La Espriella	24902 SW 121 Court	Ownership Information Listed as Confidential
253	Not Named	Sandra Soledo	25020 SW 121 Place	Owner: Enedina Salcedo & Luz Geduld
254	Not Named	Judith Segal	25420 SW 107 Ct	Owner: Manuel & Lourdes Hernandez
255	Not Named	Iliana Rojas	26401 S. Dixie Highway, 112	Owner: 26401 Corp: Apartments?
256	Not Named	Rene Coronado	26407 S. Dixie Hwy	Owner: 26401 Corp: Apartments?
257	Not Named	Sandra Johnson	26633 SW 138 Ct	Owner: Morland Properties Inc.
258	Not Named	M....S. lccula????	28320 SW 153 Ave #37	No Such Address : Area Owner: Dade County HUD
259	Not Named	Stan Romero	8568 SW 208 Street	Owner: Beverly & Ray Romero
260	Not Named	Duffy McKenzie	8650 SW 212 Street, #201	Owner: Saga Bay Properties, LLC; Address to an Apartment at this Saga Bay Properties site.
261	Not Named	Alvaro Munoz	9968 SW 224 Street, 307	Owner: Miami Sunset Bay Apts., Ltd.
262	Not in District SH	Lawrence Hedge	12440 SW 187 Street	
263	Not in District SH	Ella Hedge	12440 SW 187 Street	
264	Not in District/Not Named SH	Idalberto Alvarez	10140 SW 79 Ct	Owner: Lourdes Gonzalez
265	Not in District/Not Named SH	Alberto Santana	10140 SW 79 Ct	Owner: Lourdes Gonzalez
266	Not in District/Not Named SH	Katia Campbell	10381 SW 150 Ct	No Such Address
267	Not in District/Not Named SH	Ted Ziegenfres	10381 SW 150 Ct	No Such Address

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Petition Verification
Manuel Diaz Rezoning

	Status	Name	Address	Comments
268	Not in District/Not Named SH	John Mango	105 Richmond Ave. S.	No such address
269	Not in District/Not Named SH	Ryan Mango	105 Richmond Ave. S.	No such address
270	Not in District/Not Named SH	Christine Hart	15888 SW 95 Ave	Various Condominiums, Name not listed among them
271	Not in District/Not Named SH	Miguel Santi	15888 SW 95 Ave	Various Condominiums, Name not listed among them
272	Not in District/Not Named SH	Jose Alarcon	15901 SW 242 Street	Owner: Alberto & Eduardo Arazoza
273	Not in District/Not Named SH	Scott Neitzel	15901 SW 242 Street	Owner: Alberto & Eduardo Arazoza
274	Not in District/Not Named SH	Jose Fernandez	19901 SW 180 Street	Owner: Ismael Arencibia
275	Not in District/Not Named SH	Aida Fernandez	19901 SW 180 Street	Owner: Ismael Arencibia
276	Not in District/Not Named SH	Andy Rodriguez	23744 SW 110 Ave	No Such Address: Located in area listed as Vacant Land Owned by Adrien Real Estate Investments LLC
277	Not in District/Not Named SH	Lena Rodriguez	23744 SW 110 Ave	No Such Address: Located in area listed as Vacant Land Owned by Adrien Real Estate Investments LLC
278	Not in District/Not Named SH	Vivian Gonzalez	5652 SW 140 Ave	Owner: Amalia Cruz
279	Not in District/Not Named SH	S.....	5652 SW 140 Ave	Owner: Amalia Cruz
280	Not in District/Not Named	Kenneth R. Hall	1035 SW 9th Street	No Such Address
281	Not in District/Not Named	Jose Modrodo	109 SW 7 Street	No Such Address
282	Not in District/Not Named	Adopt a Pet	11900 SW 232 Street	
283	Not in District/Not Named	Caroline Blanco	11999 SW 248 Street	Owner: Manuel Dorta-Duque
284	Not in District/Not Named	J.R. Felin	12162 SW 250 Street	No Such Address
285	Not in District/Not Named	M. Michelle Guice	12405 SW 248 Street	No Such Address
286	Not in District/Not Named	Yaritza Mirabal	13317 SW 284 Street	No Such Address
287	Not in District/Not Named	Victor Perez	13845 Garden Cove Circle	No Such Address
288	Not in District/Not Named	Unreadable	14122 SW 144 Terrace	No Such Address
289	Not in District/Not Named	Kevin O'Neal	1477 Sandpiper Boulevard	Owner: Cheri Shiver
290	Not in District/Not Named	John Hernandez	14801 SW 147 Ave	No Such Address
291	Not in District/Not Named	Mercedes Molina	15301 SW 248 Street	Owner: Jose & Marlene Carbonell
292	Not in District/Not Named	Jean Franco Alcindor	15310 SW 284 Street, #52	No Such Address: Area Owner: Dade County HUD
293	Not in District/Not Named	Margaret Nottage	15317 SW 284 Street	No Such Address: Area Owner: Dade County HUD
294	Not in District/Not Named	Carry Harris	15324 SW 284 Street	No Such Address: Area Owner: Dade County HUD
295	Not in District/Not Named	Michelle King	15353 SW 248 Street	No Such Address: Area Owner: Dade County HUD
296	Not in District/Not Named	William Buppel	15421 SW 133 Place, #909	Owner: Osvaldo Benitez
297	Not in District/Not Named	Brad L....	162 Ave	No Such Address: Not enough information
298	Not in District/Not Named	Ricardo Roura	16305 SW 288 Street	No Such Address
299	Not in District/Not Named	Peter J. Cody	16750 SW 232 Street	Owner: L. Vance & Joy Carr
300	Not in District/Not Named	Isemardo Pla	17000 SW 168 Street	Owner: Matias & Linda Averhoff
301	Not in District/Not Named	Frank	17301 SW 119 Ct	Owner: Gilda & Victor Morales
302	Not in District/Not Named	Gemilo F...	17500 SW 187 Ave	Owner: Ketty Diaz
303	Not in District/Not Named	Kirsten Jorgensen	17500 SW 90 Ave	Owner: Diedre McGovern
304	Not in District/Not Named	Nivaldo Masson	17830 SW 176 Street	Owner: Ramon & Cecilia Masson
305	Not in District/Not Named	Parsha David	17990 NW 67 Ave	No Such Address
306	Not in District/Not Named	Unreadable Signature	18521 SW 184 Ct	No Such Address
307	Not in District/Not Named	Sharon Morzon	19030 SW 246 Street	Owner: Thomas & Sandra Kent
308	Not in District/Not Named	Jhoriy	194 SW 200	No Such Address: Not enough information
309	Not in District/Not Named	Karl Hayden	19400 SW 106 Ave	No Such Address:
310	Not in District/Not Named	Abdiel Echeverria	19826 SW 119	Not enough Information; Search by Name yielded no results

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Petition Verification
Manuel Diaz Rezoning

	Status	Name	Address	Comments
311	Not in District/Not Named	Marie Crest	20500 SW 198 Street	Owner: Walter & Emily Martin
312	Not in District/Not Named	Eraldo Acosta	20890 SW 236 Steet	Owner: Diosdado Ceballos
313	Not in District/Not Named	Jose M. Valdes	21450 SW 212 Ave	Owner: Orlando & Gorgonia Vasquez
314	Not in District/Not Named	Joe M. A...	2185 SW 49 Street	No Such Address
315	Not in District/Not Named	V....Vill.....???	22031 SW 191 Street	No Such Address
316	Not in District/Not Named	Eric Madera	224 St SW	No Such Address
317	Not in District/Not Named	Roberto Anton	2326 SW 10 Ave	Owner: M. Cristina Casanueva & Husband Roberto
318	Not in District/Not Named	Luis Pilato ???	23400 SW 119 Ave	No Such Address
319	Not in District/Not Named	T. Ramiro Arreoliu	23600 SW 124	No Such Address Not enough information
320	Not in District/Not Named	Luis Naranjo	23701 SW 120 Ave	No Such Address
321	Not in District/Not Named	Sayu Morales	24250 SW 212 Ave	Owner: Ramon Obregon
322	Not in District/Not Named	Unreadable	24300 SW 123 Ave	No Such Address
323	Not in District/Not Named	Allen J Howard	24430 SW 157 Ave	Owner: Georgia Inez Brodie
324	Not in District/Not Named	Jorge Fuentes	24685 SW 122 Ave	No Such Address
325	Not in District/Not Named	Dennis Medina	250 NW Drive...33126	No Such Address
326	Not in District/Not Named	Hector Camargo	2510 W 56 Street	No Such Address: Area Owner: 245 C&C LLC; Apartment Complex
327	Not in District/Not Named	Alberto Bartolome	25718 SW 124 Ave	No Such Address
328	Not in District/Not Named	Barry Barbour	26725 SW 197 Ave	Owner: Renee Carlson Wise
329	Not in District/Not Named	Louis Van der Horst	28205 SW 123 Ave	No Such Address
330	Not in District/Not Named	Clara Martes de Oca	29240 McMinn	No Such Address
331	Not in District/Not Named	Terry Gasson	3155 SW 19 Street	Owner: Jose & Marina Alvarez
332	Not in District/Not Named	Delvis Martinez	3550 E 8 Lane	Owner: Rita Diaz
333	Not in District/Not Named	Mildred Aztiararoin	448 ES Moren Dr. #5	No Such Address
334	Not in District/Not Named	Arthur Corrieri	4715 SW 126 Ave	No Such Address: Owns property at 12793 SW 45 Terrace
335	Not in District/Not Named	Rigoberto San Juan	4790 NW 7 Street	Owner: Joseph Maya; Retail Area
336	Not in District/Not Named	Bea McCartin	5199 Adams Road	No Such Address
337	Not in District/Not Named	Pascale Rassin-Gomez	5225 NE 2 Ct	Owner: SPV Realty LC; Apartments
338	Not in District/Not Named	Alicia Samahie	6143 Dawsont Street	No Such Address
339	Not in District/Not Named	J. Rowe	6800 SW 12 Street	No Such Address
340	Not in District/Not Named	Omar Babur	7411 SW 131 Ave	Owner: Esther B. Rabel
341	Not in District/Not Named	Unreadable	742 Carlyle Ave #4	Miami Beach Address
342	Not in District/Not Named	Alexander Carestio	7533 SW 37th Court	No Such Address: Davie, FL Address
343	Not in District/Not Named	Stehen Johnson	7555 NW 17 Ave	No Such Address: Liberty City
344	Not in District/Not Named	Micael Gonzalez	7823 NW 201 Street	No Such Address
345	Not in District/Not Named	Dayanara Fernandez	8015 SW 158 Ave	No Such Address
346	Not in District/Not Named	Courtney Rutter	802B Constitution Drive	Owner: Alberto Carbonell & Anamaria Jimenez
347	Not in District/Not Named	George Mira, Jr.	8235 SW 144 Ave	No Such Address
348	Not in District/Not Named	Teresita Gueil	8961 SW 36 Street	Owner: Oscar & Ligia Irigoyen
349	Not in District/Not Named	Humberto Garcia	9340 NW 42 Court	No Such Address
350	Not in District/Not Named	Karla Bermudez	NO ADDRESS	No Address Given
351	Not in District/Not Named	Sachey Jones	NO ADDRESS	No Address Given
352	Not in District/Not Named	Chuck Keith	NO ADDRESS	No Address Given
353	Not in District/Not Named	Gilberto Guejerdo	NO ADDRESS	No Address Given
354	Not in District/Not Named	Claudia Fernandez	NO ADDRESS	No Address Given
355	Not in District/Not Named	Joanne Stewart	NO ADDRESS	No Address Given

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Petition Verification
Manuel Diaz Rezoning

	Status	Name	Address	Comments
356	Not in District/Not Named	Lisa Perez	NO ADDRESS	No Address Given
357	Not in District/Not Named	Unreadable Signature	NO ADDRESS	No Address Given
358	Not in District/Not Named	M. Menendez	NO ADDRESS	No Address Given
359	Not in District/Not Named	F. Fernandez	NO ADDRESS	No Address Given
360	Not in District/Not Named	Yaviel Ptouzo	NO ADDRESS	No Address Given
361	Not in District/Not Named	Wilfred R. Adicorn Martinez	NO ADDRESS	No Address Given
362	Not in District/Not Named	Lore E. Rasklo	NO ADDRESS	No Address Given
363	Not in District/Not Named	Miguel Zerolo	NO ADDRESS	No Address Given
364	Not in District/Not Named	Andres A. Rodriguez	NO ADDRESS	No Address Given
365	Not in District/Not Named	Billy Lakann	NO ADDRESS	No Address Given
366	Not in District/Not Named	Alexander Almania	NO ADDRESS	305-546-0376; Search of Phone No. Yields No Address
367	Not in District/Not Named	Miss Tee	NO ADDRESS	305-300-1097; Search of Phone No. Yields No Address
368	Not in District/Not Named	Ms. Gail	NO ADDRESS	786-286-2764; Search of Phone No. Yields No Address
369	Not in District/Not Named	Latonya Johnson	NO ADDRESS	305-242-9361; Search of Phone No. Yields No Address
370	Not in District/Not Named	Felicia Garcia	NO ADDRESS	786-488-7943; Search of Phone No. Yields No Address
371	Not in District/Not Named	James Merritt	NO ADDRESS	No Address Given
372	Not in District/Not Named	G. B....t	NO ADDRESS	No Address Given
373	Not in District/Not Named	Rene Elizalde	NO ADDRESS	No Address Given
374	Not in District/Not Named	Noe Elizalde	NO ADDRESS	No Address Given
375	Not in District/Not Named	Johnathon Man	NO ADDRESS	No Address Given
376	Not in District/Not Named	Miguel Perez	NO ADDRESS	No Address Given
377	Not in District/Not Named	Patricia Rios	NO ADDRESS	No Address Given
378	Not in District/Not Named	Renna Benjamin	NO ADDRESS	No Address Given
379	Not in District/Not Named	Rey Martin	NO ADDRESS	No Address Given
380	Not in District/Not Named	Ruth E. Grocho	P.O. Box 501543	Marathon, FL
381	Not in District/Not Named	Evelyn Gonzalez	P.O. Box 972491	No Address Given
382	Not in District/Not Named	Unreadable	Unreadable...205 Terrace	Not enough Information
383	Not in District SH	L. Gonzalez	10140 SW 79 Ct	
384	Not in District SH	Desmary Gonzalez	10140 SW 79 Ct	Owner: Lourdes Gonzalez
385	Not in District SH	Alex Perdomo	11375 NW 53 Lane	
386	Not in District SH	Anneliese Perdomo	11375 NW 53 Lane	
387	Not in District SH	Eduardo Arazoza	15901 SW 242 Street	
388	Not in District SH	Jose Alarcon	18101 NW 85 Ave	Owner: Ela M. Alarcon-Cabrera
389	Not in District SH	Ela M. Alarcon Cabrera	18101 NW 85 Ave	
390	Not in District SH	Priscilla Potter	18205 SW 158 Street	
391	Not in District SH	Jim Potter	18205 SW 158 Street	
392	Not in District SH	Gloria Ruiz	20500 SW 114 Ct	
393	Not in District SH	Pablo Gonzalez	20500 SW 114 Ct	
394	Not in District SH	Carolyn Fields	24200 SW 142 Ave	
395	Not in District SH	Edward Fields	24200 SW 142 Ave	
396	Not in District SH	Mary Hicks	25005 SW 157 Ave	
397	Not in District SH	Robert Hicks	25005 SW 157 Ave	
398	Not in District SH	Luisa Fernandez	26700 SW 187 Ave	
399	Not in District SH	Rolando Fernandez	26700 SW 187 Ave	
400	Not in District SH	Frank Hall	31855 SW 194 Ave	

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Petition Verification
Manuel Diaz Rezoning

	Status	Name	Address	Comments
401	Not in District SH	Vivian E. Hall	31855 SW 194 Ave	
402	Not in District SH	Jose Cabrera	7940 NW 173 Street	Owner: Angel Cabrera
403	Not in District SH	Tomasa Cabrera	7940 NW 173 Street	Owner: Angel Cabrera
404	Not in District SH	Pam Bunge	8020 SW 62 Place	
405	Not in District SH	Alfred A. Bunge	8020 SW 62 Place	
406	Not in District SH	T.J. Snowden	9625 SW 182 Street	
407	Not in District SH	Diane Snowden	9625 SW 182 Street	
408	Not in District SH	Lisette Cabral	9901 SW 159 Court	Owner: Luis & Catalina Cabral
409	Not in District SH	Luis Cabral	9901 SW 159 Court	
410	Not in District SH	Catalina Cabral	9901 SW 159 Court	
411	Not in District	Jorge Ortiz	1001 SW 17 Ave	
412	Not in District	Robert Russell	10435 SW 76 Street	
413	Not in District	Maria Zambrano	10520 SW 160 Street	
414	Not in District	Williw Griffin	10603 SW 153 Street	
415	Not in District	Charles Taylor	10734 SW 175 Terrace	
416	Not in District	Monica Nadira	11201 SW 60 Ave	
417	Not in District	Maurice Hardie	11330 SW 155 Street	
418	Not in District	Tyrone Davis	11351 Booker-T-Washington Blvd	
419	Not in District	Manuel Abreu	11521 SW 181 Street	
420	Not in District	Alfredo Gutierrez	11800 SW 18 Street	
421	Not in District	Carmen Rodriguez	12011 SW 181 Terrace	
422	Not in District	Ruben Delgado	12031 SW 191 Street	Owner: Osmani Bacallao & Lidia Delgado
423	Not in District	Cesar Padron	12345 SW 42 Street	
424	Not in District	Antonio Lopez	12350 SW 205 Street	
425	Not in District	Jeannette Guillaume	12535 NE 1 Ct	
426	Not in District	D. Pressley	1255 NW 127 Street	
427	Not in District	Susan Rymes Tine	13025 SW 226 Street	
428	Not in District	Angel Pons	13784 SW 152 Street	
429	Not in District	Tanya Harvey	13915 SW 11 Terrace	
430	Not in District	Noel Rodriguez	14000 SW 240 Street	
431	Not in District	Ihosvany Marquez	14306 SW 164 Terrace	
432	Not in District	Andres Bejarano	14441 SW 116 Terrace	
433	Not in District	Steve Gagne	14450 SW 248 Street	
434	Not in District	Andrea Hayes	14775 SW 23 Street	No Such address; Andrea Hayes owns property at 12120 NW 17 Ave
435	Not in District	Lama Tolay	15030 SW 104 Street	
436	Not in District	Roberto Cruz	15288 SW 169 Lane	
437	Not in District	Michelle McCay	15559 SW 138 Terrace	
438	Not in District	Erich Hawkins	15610 SW 144 Ave	
439	Not in District	Anita Fernandez	1573 NW 17 Ave	Owner: Manuel Fernandez
440	Not in District	Leo W. Brantley	15815 SW 282 Street	
441	Not in District	Unreadable	15850 SW 151 Terrace	
442	Not in District	Lourdes Esnard	15895 SW 242 Street	Owner: Julio & Isabel Esnard
443	Not in District	Arnold Blonder	16360 SW 229 Street	
444	Not in District	Jose Alonso	16450 SW 234 Street	
445	Not in District	Jorge Rodriguez	16540 SW 149 Place	

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Petition Verification
Manuel Diaz Rezoning

	Status	Name	Address	Comments
446	Not in District	Christine Requierferos	1656 W 64 Street	Hialeah
447	Not in District	Robert Baterna	16750 SW 168 Street	
448	Not in District	Santiago Almeida	16930 SW 170 Ave	
449	Not in District	Felix Salmon	16961 SW 144 Place	
450	Not in District	Peter de la Rosa	17000 SW 170 Ave	
451	Not in District	Manuel Martos	17183 SW 143 Ct	
452	Not in District	Elvis Vasquez	17375 SW 248 Street	
453	Not in District	Louis Campo	17601 SW 145 Ave	
454	Not in District	Robbie N. Addison	17855 SW 244 Street	
455	Not in District	Arturo Hernandez	18000 SW 136 Street	
456	Not in District	Stephen R. McCreary	18200 SW 113 Ave	
457	Not in District	Iris Moscone	18700 SW 147 Ave	
458	Not in District	Sheila Fennell	18921 SW 311 Street	Owner: Kenneth Fennell & S.Y. Jordan
459	Not in District	Roque Castro	19491 SW 210 Street	
460	Not in District	Orlando Diaz	197122 SW 120 Ave	
461	Not in District	Karl Hayden	19921 SW 122 Ave	
462	Not in District	Nanette Colon	20031 NW 62 Ct	
463	Not in District	Jorge Llanes	20305 SW 180 Street	
464	Not in District	Olga M. Rajo	20441 SW 198 Street	
465	Not in District	Xavier S. Rubio	20701 SW 248 Street	
466	Not in District	William du Ardeniano	20719 SW 129 Place	
467	Not in District	Andres Landin	20841 SW 198 Ave	Owner: Carlos & Eufrasia Landin
468	Not in District	Jorge Castro	21220 SW 210 Ave	
469	Not in District	Rafael Halim	21251 SW 228 Street	
470	Not in District	Kim Waters-Koons	21300 SW 183 Ave	
471	Not in District	S.R.	21300 SW 198 Ave	
472	Not in District	Melody Lowrey	21455 SW 234 Street	
473	Not in District	E. Gonzalez	21471 SW 187 Ave	
474	Not in District	Claudia Milton	22005 SW 149 Ave	
475	Not in District	Henry McCary	22900 SW 172 Ave	
476	Not in District	Dave Lange	23400 SW 153 Ct	
477	Not in District	Clara Diaz	23525 SW 170 Ave	
478	Not in District	Jose R. Rosello	23600 SW 142 Ave	
479	Not in District	Patricia Ingram	23700 SW 162 Ave	
480	Not in District	Lemuel Garcia	24155 SW 120 Ave	No Such Address; Lemuel Garcia & Gina Florez own vacant land off of 162 Ave and 188 Street, which is not in District
481	Not in District	Y.....	24558 SW 177 Ave	
482	Not in District	W.C. Ingram	24901 SW 157 Ave	
483	Not in District	Amuary Martell	25205 SW 152 Ct	
484	Not in District	Alex Martinez	25755 SW 194 Ave	Owner: Belkis Martinez
485	Not in District	D.L. Eddinger	25851 SW 152 Ct.	
486	Not in District	Frank Alfonso	25900 SW 199 Ave	
487	Not in District	Karen Sutton	26432 SW 173 Ct	
488	Not in District	Jacqueline Russell	26650 SW 167 Ave	
489	Not in District	George Cannon	28124 SW 168 Ct	305-247-6940

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Petition Verification
Manuel Diaz Rezoning

	Status	Name	Address	Comments
490	Not in District	Mireya Segarra	2855 NW 169 Terrace	
491	Not in District	J.C. Colon	28650 SW 192 Ave	
492	Not in District	Sherry E. Schasiepen	29175 SW SW 162 Ave	
493	Not in District	Kimberly McGowan	29395 SW 197 Ave	
494	Not in District	James Nall	30605 SW 217 Ave	
495	Not in District	Michael Brunelle	32105 SW 199 Ct	
496	Not in District	Sofia Quintana	3374 SW 28 Street	
497	Not in District	Victoria Rodriguez	3620 SW 122 Ct	
498	Not in District	Ernesto Hernandez	521 E. 8 Street	
499	Not in District	Carlos Eagon	6936 W 30 Lane	
500	Not in District	Shelagh C. Rehor	771 NW 15 Street	
501	Not in District	Carmen Burgos	7866 W 34 Ln	Hialeah
502	Not in District	Leslie Feroglia	791 NW 18 Street	
503	Not in District	Carlos Sarria	8400 SW 133 Ave	
504	Not in District	Sandra Hayner	9345 SW 179 Terrace	
505	Not in District	Charles Goertz	966 S. Bluebird Lane	
506	Not in District	Janette Novesh	9935 SW 155 Street	

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COMMUNITY ZONING APPEALS BOARD - 15
SOUTH DADE GOVERNMENT CENTER - ROOM 203
10710 SW 211 STREET, MIAMI
THURSDAY, AUGUST 21, 2003 at 7:00 p.m.

APPLICANT:

MANUEL C. & EMILIA DIAZ, ET AL

02-377

COPY

Members of the Community Zoning Appeals Board

Present:

Daniel L. Adams
George Alvarez
Leonard Anthony
Paul S. Vrooman
Nancy McCue, Chairwoman

COUNTY ATTORNEY'S OFFICE

Jay Williams, Assistant County Attorney

STAFF

Gilberto Blanco
Donna Jacobi
Lou Salvat

1 experience with Lennar.

2 31 years ago I was able to
3 participate in the audit of Lennar and as it
4 developed from a small local builder, F & R
5 Builders, into direct company that it is
6 now. Members of my family have lived in
7 several Lennar communities. I myself have
8 owned two homes for Lennar, just to say
9 precisely I had a closing where I sold one
10 of those homes in Devonaire, and I can say
11 that Lennar builds well thought out
12 communities, they create value and the main
13 advantage in having a builder of this
14 category in a project of this magnitude is
15 that it covers all the basis. As it was
16 presented earlier that the schools, the
17 impacts, the roads, is a well thought out
18 plan and that's why I support it. It's
19 goods and it provides value to the
20 homeowners of the community. Thank you.

21 MS. ROSS: Good evening, my name
22 is Marilyn Ross, I live at 24371 Southwest
23 123 Avenue in Princeton.

24 I went to the first presentation
25 that they gave, and it was a little

1 skeptical because I saw the word apartments
2 and I didn't think we wanted any apartments
3 because it wouldn't be fitting in the area.
4 But I was reassured that they wouldn't be
5 building apartments and the presentation
6 that I was given there and the questions
7 that they answered for me that I asked were
8 all the things that I had wanted to hear
9 that they were going to be single family
10 homes, that they were going to be
11 townhouses, that they were going to have
12 park area and places for children to play.
13 And the concern was for the traffic, and
14 they were going to alleviate my concerns
15 about that in the way the thoroughfares
16 people would be able to function in and out
17 without too much problem.

18 So I'm all for the project. I
19 know that the Master Plan had said that the
20 less dense places need to be built near the
21 main arteries, since the Turnpike is right
22 there, it's one of the main arteries to get
23 downtown or down south or down to the Keys.
24 It's a perfect place and I'm all for it.
25 Thank you.

1 MR. SCOFIELD: Good evening, my
2 name is Mark Scofield, 23250 Southwest 119
3 Avenue. That's the west -- I'm one of the
4 neighbors, the western border there. I have
5 owned the property about 16 years now, maybe
6 a little bit more.

7 Just a few weeks ago I signed a
8 petition against this because I was informed
9 that there was 40 foot structure going up
10 there that appeared to be apartment
11 buildings.

12 Now since then I have spoke to
13 some principals of Lennar, I have looked at
14 what the County has written down as far as
15 what's been requested for permits, and they
16 have ensured me, and I feel comfortable in
17 believing that they are building just what
18 they are saying, you know, keeping it to the
19 single family homes, the townhomes and
20 nothing exceeding that.

21 Originally they said it was
22 possible that the streets were going to be
23 open. But if Public Works allows them to,
24 they are going to go ahead and block those
25 so those won't impact any more of the

1 neighborhood from the west.

2 And I tell you, just over the last
3 two decades, looking at what Manuel Diaz has
4 done for that area, you know, out of his own
5 pocket, landscaping around his nurseries and
6 all, if he continues or if he gives a little
7 bit of input on this, as far as the
8 landscaping goes, I think it will be a
9 fantastic project. I'm not selling the
10 property now. I really -- I was going to
11 sell the property a few years ago, actually
12 just a year ago, but since this has come
13 along, I'm all for it now.

14 And unfortunately some of my
15 neighbors on the straight there, they
16 couldn't be here tonight, but they said I
17 could speak for them and they are in favor
18 of it as well, as long as they continue with
19 the buffer they are speaking about, the
20 berm, the trees, the larger homes so it
21 won't just impact all the people that are on
22 acre and a quarter lots right now. You
23 know, in the agricultural section of it.

24 And I'm all for it. As long as it
25 goes along that way, and with Lennar I

1 personally feel it will.

2 But again, I did sign the petition
3 a few weeks ago and I'm rescinding that now
4 because of my understanding of the full
5 project.

6 CHAIRWOMAN MCCUE: Thank you.

7 MR. CUERVO: Goods evening. My
8 name is Arnold Cuervo, I live at 10020
9 Southwest -- I'm sorry -- Caribbean
10 Boulevard.

11 I'm a disabled veteran. I just
12 got out of the military. Every time I come
13 back from leave I always see that I always
14 go to that area and it's really bad and I
15 really hope that Lennar does get this so
16 they can make it a safer and more beautiful
17 area for me and my family who lives here and
18 drive through there daily and hopefully
19 I will move there soon. Thank you.

20 MS. RODRIGUEZ: Good evening.
21 Lourdes Rodriguez, 2211 Southwest 57 Court.
22 I'm speaking to you today as the general
23 manager for Manuel Diaz Farms. I represent
24 our farm here tonight and speak on behalf of
25 approximately 40 employees who live in South

1 rained the water came in. There was a clam
2 trap next door, and it was a nightmare. And
3 this is the state of the art that we've come
4 to. And I support it wholeheartedly. Thank
5 you.

6 CHAIRWOMAN MCCUE: Thank you.

7 MS. TOLEDO: My name is Leila
8 Toledo and I live at 9006 Southwest 214
9 Lane.

10 I speak in favor of this
11 application. I support it.

12 CHAIRWOMAN MCCUE: Thank you.

13 MS. BOWEN: My name is Gale Bowen,
14 I live at 10041 Southwest 213 Street, and in
15 support of this.

16 CHAIRWOMAN MCCUE: Thank you.

17 MR. COOK: My name is Jack Cook, I
18 live at 23950 Southwest 129 Avenue, just
19 west of the project.

20 And I was kind of debating whether
21 to go with it or not, and I was getting
22 fliers in the neighborhood and all my
23 neighbors are getting them saying there are
24 going to be 4 story apartments. So we were
25 all leaning against it, and then I wrote a

1 letter myself to the County and got a reply
2 from the County saying that there would be
3 no apartments, no cluster homes or anything
4 like that.

5 So my neighbors on both sides that
6 live just west of there, we all agree that
7 it's going to be a good project and will
8 help the neighborhood.

9 I was a little disappointed with
10 all the stuff I got in the mail, you know,
11 that it's going to be this and going to be
12 that, it scared us all. We didn't -- we
13 just were almost against it, now we all saw
14 the real light and we think it's going to be
15 a real good project.

16 CHAIRWOMAN MCCUE: Thank you.

17 MS. RAMOS: Hi, good evening, my
18 name is Dania Ramos, my address is 8956
19 Southwest 213 Street. I live in Lakes By
20 the Bay. My home is a Lennar home. And the
21 only thing I can say is my experience has
22 been great with them so I do support this.
23 Thank you.

24 CHAIRWOMAN MCCUE: Thank you.

25 MS. UGALDE: Good evening, Maria

1 Ugalde, address 17360 Southwest 232 Street,
2 Lot 73. That's in the Redlands. I have
3 looked in the Redlands for a house, it's
4 expensive. I live in a mobile home. I have
5 seen Lennar homes. I love the Lennar homes.
6 I want my first official home --

7 COUNCIL PERSON ANTHONY: Speak a
8 little louder, Ma'am.

9 MS. UGALDE: I want my official
10 first home to be a Lennar home. So I really
11 approve this development. Thank you.

12 CHAIRWOMAN MCCUE: Thank you.

13 MR. UBILA: My name is Daniel
14 Ubila. I live at 25420 Southwest 124 Place.
15 I'm here to support this project.

16 CHAIRWOMAN MCCUE: Thank you.

17 MR. NASH: Good evening. Cary
18 Nash, 11690 Southwest 248 Street, Princeton.
19 I'm Here in support of the project. I moved
20 to Princeton in 1978 and started a wholesale
21 nursery there. This nice little farming
22 community was a tranquil, trafficless (sic)
23 little town. Oh, if we could only turn back
24 the hands of time, but we can't, and we've
25 allowed small little housing developments,

1 which are literally slums, pop up all
2 throughout our neighborhood. Now we have
3 our salvation, we have -- anyone who could
4 oppose this development is beyond me, except
5 for the neighbors abutting the property. I
6 understand their angst because they are not
7 used to this, it's new, it's foreign. Well,
8 there is no reason to stop this opportunity
9 of a life time for our area. This is the
10 best thing that could have happened to our
11 area, and I urge you to approve it.

12 CHAIRWOMAN MCCUE: Thank you.

13 MR. NASH: One other thing. Also
14 in meetings that I had with some of the
15 people involved, I had nothing but straight
16 forward forthright comments from them, and I
17 urge you to approve it.

18 CHAIRWOMAN MCCUE: Thank you very
19 much.

20 MR. DIAZ DE LA PORTILLA: Madam
21 Chair, that concludes our presentation.
22 There were some other people downstairs who
23 did leave, but I think we've delivered the
24 message that there is strong community
25 support for our application.

1 MS. ANTON: Then maybe my question
2 is, why does it say apartment on the
3 petition?

4 MR. WILLIAMS: That's the name of
5 the zoning category to which it's been
6 changed.

7 MS. ANTON: They are saying -- no,
8 there is three zoning categories on this
9 application.

10 MR. WILLIAMS: One of them is
11 apartment district.

12 MS. ANTON: And one of them is the
13 RU-3M --

14 MS. JACOBI: RU-3M allows you to
15 build other things than apartments, and they
16 are building townhouses in this section, but
17 it just gives them a higher density.

18 MS. ANTON: How can we be assured
19 that they won't build apartments?

20 MS. JACOBI: They are submitting a
21 covenant where they are tied to this plan.

22 MS. ANTON: My other question is,
23 I must say that the gentleman from Lennar
24 and Mr. De La Portilla, Mr. Cejas,
25 Mr. Rojas, they have been wonderful, they

1 have everything they promised they said that
2 they would say here. If I lived at Lakes By
3 the Bay I would be thrilled to have this in
4 the neighborhood too. But I don't live in
5 Lakes By the Bay, I live across the street.

6 So, you know, I heard here a
7 testimonial for Lennar, I think Lennar is
8 fabulous. My daughter lives in a Lennar
9 home in Doral, but we didn't want townhouses
10 in our neighborhood. And if we lived, you
11 know, down in Caribbean or Whispering Pines
12 or wherever, we wouldn't be objecting
13 either. That's not the case. And the
14 reason I was so upset, and I apologize
15 because I'm not that kind of person, is
16 because everybody that came that lives
17 across the streets and that lives a block
18 away didn't get in. And it seems to be very
19 un-American and very unfair.

20 And also, I heard Mr. De La
21 Portilla request that they don't open up the
22 through streets to 236, 240, but I don't
23 think there is any assurance because they
24 had people from other departments but there
25 was nobody here from the streets

1 All right, now if everyone could
2 just sit down for a moment we are going to
3 have to find another meeting date to
4 continue this application.

5 Do we have something that we can
6 try to gauge, we're probably going to take
7 two hours.

8 MS. JACOBI: The next date that is
9 scheduled for this location would be
10 September 23rd. I did talk to Diane O'Quinn
11 and she said we could give an indefinite
12 deferral if it was reheard in 60 days in a
13 different location, that it would give us a
14 chance to maybe get it held at Mays Middle
15 School.

16 CHAIRWOMAN MCCUE: But at this we
17 also have six items on the agenda for
18 September 23rd; is that correct? I think if
19 we move it, do we have to have the approval
20 of the applicant?

21 MR. WILLIAMS: Yes, to move it
22 beyond the next scheduled date, the
23 applicant would have to consent.

24 MR. DORTA-DUQUE: I would like to
25 have our petitions back.

1 CERTIFICATE OF REGISTERED PROFESSIONAL REPORTER

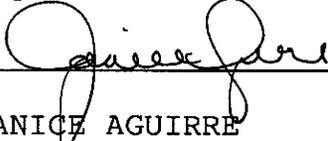
2 STATE OF FLORIDA)

3 COUNTY OF DADE)

4 I, JANICE AGUIRRE, Court Reporter and Notary Public in
5 and for the State of Florida at Large, hereby certify that the
6 foregoing transcript is a true and correct transcript of the
7 CZAB HEARING, BOARD 15, of August 21, 2003 taken before
8 JANICE AGUIRRE at the time and place stated in the caption thereof.

9 I FURTHER CERTIFY that I am not of
10 counsel to either of the parties hereto or otherwise
11 interested in said cause.

12 IN WITNESS WHEREOF, I hereunto set my
13 hand and affix my official seal this 28th day of
14 August, 2003.

15 
16 JANICE AGUIRRE



Janice Aguirre
Commission # DD 046014
Expires Aug. 24, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

17 Court Reporter & Notary Public
18 My Commission Expires:
19 August 24, 2005

G. RECOMMENDATION:

Approval of the zone changes to RU-TH, RU-3M and RU-1M(a), subject of the Board's acceptance of the proffered covenant. Said covenant, which among other things, provides that the development of the subject site be substantially in accordance with the submitted site plan and limits the maximum number of dwelling units on the property to 1,705 units. In addition, the covenant identifies 7.82 acres of land within the subject property to be designated for the construction and operation of charter schools and identifies 7.5 acres of land within the subject property to be dedicated to the Miami-Dade County Parks and Recreation Department for public park use.

The Executive Council is of the opinion that the proposed zone changes will be in keeping with the Comprehensive Development Master Plan (CDMP) residential designation for the subject parcel. When taking into consideration the reasonableness of the applied for rezoning in relation to the present and future development of the area, the Executive Council finds that the zone change request, with the acceptance of the proffered covenant, will permit a residential development which is consistent with the CDMP, that the proposed development will be compatible with the surrounding area and would not be contrary to the public interest.

THE FARM, INC.

A Tree Company

11999 S.W. 248 STREET

MIAMI, FLORIDA 33032

TELEPHONE 305/258-6040

FAXED (305) 375-2795

August 4, 2003.

CERTIFIED RETURN RECEIPT

MS. DIANE O'QUINN
DIRECTOR DEPT. OF PLANNING & ZONING
111 N.W. 1st STREET
11TH FLOOR
MIAMI, FL. 33131

RECEIVED BY CLERK
Item # 02-377
CZAB # 15 Exhibit # A-2
SEP 23 2003
CLERK OF THE BOARD

Re: HEARING # 02-377
MANUEL C. & EMILIA DIAZ
DEFERRED TO 8-21-03

Dear Ms O'Quinn:

I am writing on behalf of myself and as well as for many of my neighbors, to voice our concern & dissatisfaction with how this particular hearing is being handled.

You should be aware of the fact that due to the extremely large number of people who attended the hearing to oppose to the re-zoning, the overwhelming majority of them were not allowed upstairs into Room # 203 or even to listen from the hallway as had been previously permitted. Instead, they were kept downstairs "blindfolded" & "deaf" to the proceedings.

Although we agree with the reasons for doing so (fire hazard & safety reasons) total

isolation is not ⁻²⁻ the answer, as it will result in a disaster with everlasting consequences ≠ injustice for all those who attempted to participate.

How can anyone respond intelligently to something they cannot hear or see the evidence as it is being presented? !! Particularly on a subject matter as important as this one ≠ affecting so many of us for the rest of our lives!!

Frankly ≠ will all due respect, is it even legally correct to advertise a Miami Dade County Public Hearing, as required by law, to those property owners most affected so that they can attend, and then isolate them from the hearing because there is not a room large enough for ~~them~~?

If a room large enough to accommodate everyone cannot be provided, then, at the very least, speakers, a large live video screen ≠ seats should be provided to the hundreds of people who in the past were left stranded in the dark ≠ will most definitely return on THURS. AUG 21 at 7 PM to voice their objections.

It is also our opinion that due to the size of the property being re-zoned & to the overwhelming opposition of the neighbors as well as to the large number of them wanting to speak out against it, that no other item or property should be scheduled for that date.

Last but not least, the hearing originally set for July 24th, was deferred without further notices mailed to the neighbors. Many who came, left when they were not allowed in & obviously did not hear announcement in Room #203.

This policy of isolation & separation puts us all at a disadvantage, particularly those of us who are opposed. Another example of this disadvantage; when during the hearing I objected to their deferral, citing among other reasons, the fact that they had not had the courtesy of letting us know ahead of time of their intention to defer & that hundreds of us had taken our time to show up. Ms Nancy McCue innocently asked for a show of hands to see how many were opposed, since only a handful of people had managed to "slip through" and

-4-

make it into room # 203, the members of the Board may have left with the impression that very few were opposing.

Now that you are aware of our concerns, we are hopeful that you will take the time to address this problem & make the necessary adjustments to avoid further waste of time, unnecessary appeals or prolonged litigation.

Thank you very much for your help, prompt attention to this matter & above all your understanding of our concerns,

Sincerely,

Manuel Dorta-Duque.

C.C. THOMAS EAGAN, ESQ
STEEL, HECTOR & DAVIS

MICHAEL JOSEPHS, ESQ
JOSEPHS, JACK & MIRANDA



MAIN OFFICE

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

PERMITTING AND INSPECTION OFFICE

11805 S.W. 26 Street
MIAMI, FLORIDA 33175
 IMPACT FEE SECTION
(786) 315-2670 • SUITE 145
 ZONING INSPECTION SECTION
(786) 315-2660 • SUITE 223
 ZONING PERMIT SECTION
(786) 315-2666 • SUITE 106
 ZONING PLANS PROCESSING SECTION
(786) 315-2650 • SUITE 113

August 19, 2003

Mr. Manuel Dorta-Duque
The Farm, Inc.
11999 SW 248 Street
Miami, FL 33032

Re: Manuel C. & Emilia Diaz
Hearing # 02-377 - CZAB-15
Deferred from 7-24-03 to 8-21-03

Dear Mr. Dorta-Duque:

This is in response to your letter of August 4, 2003, regarding the above referenced application in which you have expressed concern over the size of the meeting room for the Community Zoning Appeals Board hearing.

The Chairperson exercises his or her decision on how to run the meeting. Typically, the Board Chairperson makes every effort to ensure that everyone wishing to speak can be heard. When a large group of citizens is present for an application, the Board Chairperson may request that one person be chosen as the representative to speak on behalf of the group. The Board Chairperson might also request that only those citizens interested in a specific case remain in the meeting room while the case is being heard.

Unfortunately, at this meeting location and others, installation of outside speakers by our staff is not permitted during the course of the hearing.

For the meeting of August 21, 2003, five items are scheduled and this application is the second item on the agenda as requested by the Board. Our Agenda Coordinator, Franklin Gutierrez has contacted the Chairperson for this community council and the County Attorney's Office regarding your concerns. Staff has also contacted the Miami-Dade Police Department who will ensure crowd control.

We appreciate your letter of concern regarding this meeting facility. Please do not hesitate to contact Franklin Gutierrez at (305) 375-1244 for further assistance regarding this matter.

Sincerely,

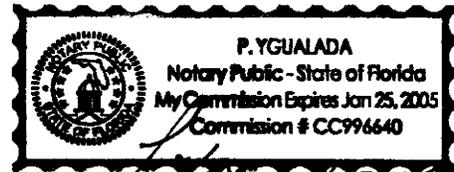
Diane O'Quinn Williams
Director

To: Community Council District 15: 9/22/03
Re: Hearing number: 02-377

I am giving my authorization for Marshall Osit of 24340 S.W. 120 Ave. Homestead Fl. to speak on my behalf Tuesday night in front of the Community Zoning Appeal Board in opposition of the proposed zoning change and against the proposed Manuel C. & Emilia Diaz application.

Thank you,

JAMES PEREZ
James Perez
23675 SW 120 AVE



[Handwritten signature]
Received from
to re. -

RECEIVED BY CLERK
Item # 02-377
CZAB # 15 Exhibit # A-17
SEP 23 2003

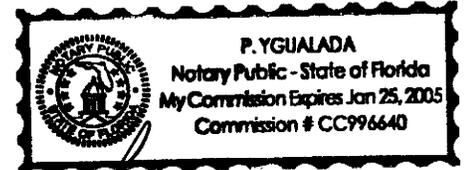
CLERK OF THE BOARD

To: Community Council District 15: 9/22/03
Re: Hearing number: 02-377

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Thank you,

Jennifer M. Ferguson
Jennifer M. Ferguson
23672 S.W. 120th Ave
Princeton, Fl. 33032



P. Ygualada
Personally
known to
me
3

To: Community Council District 15: 9/22/03
Re: Hearing number: 02-377

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Thank you,



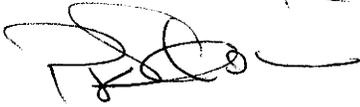
Carol Cuadrado
23451 SW 123 AVE
HOMESTEAD, FL 33032

To: Community Council District 15: 9/22/03
Re: Hearing number: 02-377

I am giving my authorization for Marshall Osit of 24340 S.W. 120 Ave. Homestead Fl. to speak on my behalf Tuesday night in front of the Community Zoning Appeal Board in opposition of the proposed zoning change and against the proposed Manuel C. & Emilia Diaz application.

Thank you,

Patricia von Schölli



241.25 SW 120 Ave
W. H. FL 33032

SEP 23 2003

CLERK OF THE BOARD

the Executive Council finds that the zone change request, with the acceptance of the proffered covenant, will permit a residential development which is consistent with the CDMP, that the proposed development will be compatible with the surrounding area and would not be contrary to the public interest.

PROJECT DESCRIPTION:

The applicants, Manuel & Emilia Diaz, et al, are requesting a zone change from AU, Agricultural District, to RU-1M(a), Modified Residential Single-Family District, RU-3M, Minimum Apartment House District, and RU-TH, Townhouse District on a currently unimproved 294.35-acre parcel located west of SW 112 Avenue and south of SW 232 Street. RU-1M(a) zoning permits the development of detached single-family homes on lot sizes with a minimum area of 5,000 square feet and with frontage widths of 50'. The applicant will be developing fee-simple townhouses under the RU-TH District which requires 30% public open space, townhouse groupings that do not exceed 240' in length, lot sizes of a minimum 1250 square feet, heights of buildings not exceeding 40' and average unit sizes of 800 square feet. In addition, the applicant will also be developing fee simple townhouses which is a permitted use under the RU-3M District; however, the townhouse portion of the RU-3M development is subject to the requirements, limitations and restrictions applied in the RU-TH District, including but not limited to lot widths, area, yard area, height and lot coverage. Staff notes that an ordinance adopted approximately a year ago eliminates the request for a special exception requiring the applicant to submit a site plan in conjunction with the request for a district boundary change. Notwithstanding the aforementioned, the applicant intends to proffer a covenant tying the subject property to a site plan that incorporates a number of urban design principles in accordance with the adopted Miami-Dade County Urban Design Manual, limits the density of the proposed development to an intensity permitted by the Comprehensive Development Master Plan and indicates the location of several lakes which will be reviewed by County staff through the Administrative Site Plan Review Process. There are plant nurseries, vacant properties and single-family homes to the north, plant nurseries, single-family homes and vacant property approved for residential development to the south, vacant property approved for residential development to the east and single-family homes to the west. The CDMP designates the subject property for low density residential which permits a density range from a minimum of 2.5 to a maximum of 6 dwelling units per gross acre. This would allow the applicant to develop single-family housing, e.g., single-family detached, cluster, zero-lot-line and townhouses. It could include low-rise apartments with extensive surrounding open space or a mixture of housing types provided that the maximum gross density is not exceeded.

The site plan submitted to staff indicates a development designed along an interconnected system of streets and blocks. The site will be developed with three building types made up of a single-family detached type, a townhouse type with parking behind the building and a townhouse type with garages in front of the building. The building types will front on greens, squares and plazas of various sizes that are distributed throughout the site in order to provide all residents with some form of open space to be used for active or passive recreation. The sum of the open space area provided for in the RU-1M(a) portions of the development totals approximately 17 acres excluding proposed lakes and school sites within said RU-1M(a) portions; and it is approximately 50 acres for the RU-TH and RU-3M portions excluding school sites but including 50% of lake areas proposed within said districts. It is the intent of the applicant to distribute the open space in smaller and more intimate parks in close proximity to all

B. **Covenant Running with the Land.** This Declaration of Restrictions on the part of the Owners shall constitute a covenant running with the land and may be recorded, at the Owners' expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owners, 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 real Property and for the benefit of Miami Dade County and public welfare. Owners, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration of Restrictions does not in any way obligate or provide a limitation on the County.

C. **Term.** This Declaration of Restrictions 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 Declaration of Restrictions 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 Owners(s) of the Property has been recorded agreeing to change this Declaration of Restrictions in whole, or in part, provided that this Declaration of Restrictions has first been modified or released by Miami-Dade County (or any successor municipal corporation).

D. **Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, Owners(s) of the Property covered by the proposed 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 the County, or in the event of the incorporation of the area where the Property is located, by such successor municipal corporation, whichever by law has jurisdiction over such

COMMENTS AND MAJOR CONCERNS

Ordinance Number 75-47 charges the Developmental Impact Committee (DIC) to address applications with respect to: (I.) conformance with all applicable plans; (II.) environmental impact; (III) impact on the economy; (IV.) impact on essential services; and (V.) impact on public transportation facilities and accessibility.

The following comments address these specific charges with regard to the subject application:

I. CONFORMANCE WITH ALL APPLICABLE PLANS

A. RELEVANCE TO THE COMPREHENSIVE DEVELOPMENT MASTER PLAN

APPLICABLE CDMP GOALS, OBJECTIVES AND POLICIES

Land Use Objective 5

Upon the adoption of this plan, all public and private activities regarding the use, development and redevelopment of land and the provision of urban services and infrastructure shall be consistent with the goal, objectives and policies of this Element, with the adopted Population Estimates and Projections, and with the future uses provided by the adopted Land Use Plan (LUP) map and accompanying text titled "Interpretation of the Land Use Plan Map", as balanced with the Goals, Objectives and Policies of all Elements of the Comprehensive Plan.

Land Use Element Goal

Provide the best possible distribution of land use and services to meet the physical, social, cultural, and economic needs of the present and future populations in a timely and efficient manner that will maintain or improve the quality of the natural and man-made environment and amenities, and preserve Miami-Dade County's unique agricultural lands.

Land Use Policy 5B

All development orders authorizing a new land use or development, or redevelopment, or significant expansion of an existing use shall be contingent upon an affirmative finding that the development or use conforms to, and is consistent with the goals, objectives and policies of the CDMP including the adopted LUP map and accompanying "Interpretation of the Land Use Plan Map". The Director of the Department of Planning and Zoning shall be the principal administrative interpreter of the CDMP.

Land Use Policy 2A

All development orders authorizing new, or significant expansion of existing, urban land uses shall be contingent upon the provision of services at or above the Level of Service (LOS) standards specified in the Capital Improvements Element (CIE).

An Individual General Environmental Resources Permit from the South Florida Water Management District (SFWMD) will be required for the construction and operation of a surface water management system. The applicant is advised to contact DERM in order to obtain additional information concerning permitting requirements.

Positive drainage systems or direct discharge of stormwater runoff into any proposed lake are not permitted. Therefore, DERM will require that a berm with a top elevation of one foot above flood criteria be placed along the perimeter of the proposed lakes, in order to prevent direct discharge of stormwater runoff into the lake. A Class II Permit from DERM will be required for the construction of any drainage system with overflow outfall into the lakes.

Site grading and development shall comply with the requirements of Chapter 11C of the Code of Miami-Dade County. Any proposed development shall comply with county and federal flood criteria requirements. The proposed development order, if approved, will not result in a reduction in the Level of Service standards for flood protection set forth in the CDMP subject to compliance with the conditions required by DERM for this proposed development order.

B. HAZARDOUS AND SOLID WASTE

A review of DERM records indicates that there are no records of current or historical contamination, assessment, or remediation issue on the subject property. A search within 500 feet of the property was conducted and the following sites were identified as having current or historical contamination issues:

Manuel Diaz Farms, Inc.
UT-5880
23705 SW 117th Avenue
Former petroleum contaminated site. Case closed on October 7, 1999.

C. AIR QUALITY PRESERVATION

The DERM Air Quality Management Division has reviewed the available information and concludes that there is the likelihood that this project will exceed the traffic flow threshold value of 1,500 vehicles per hour at peak-hour, as stated in the State of Florida Department of Environmental Protection Guidelines. Accordingly, this project would be subject to the carbon monoxide screening process and other applicable modeling requirements specified in said guidelines.

D. TREE PRESERVATION

Section 24-60 of the Code requires the preservation of tree resources. Consequently, DERM will require the preservation of all the specimen-sized (trunk diameter \geq 18 inches) trees, as defined in the Code, which are on these sites. A Miami-Dade County tree removal permit is required prior to the removal or relocation of any trees. The applicant is advised to contact DERM

officers, to deliver police services to any area of 726.7 square miles with a population of 189,900.

D. FIRE

Service Impact/Demand:

1. Based on development information, this project is expected to generate approximately 357 fire and rescue calls annually.
2. Suspected fire within this project would be designated as a building dispatch assignment. Such an assignment requires 3 suppressions or engines; telesquarts or tankers, 1 aerial, 1 rescue and an accompanying command vehicle(s). This assignment requires 20 firefighters and officers.
3. The desired response time to such a project is 4-5 minutes for the first-in unit.
4. Required fire flow for this project is 2,000 gpm with hydrant spacing no further than every 300 feet. Proper main extensions can be provided by WASAD. Generally, for this type of development 12-14 inch mains are required.
5. Fire Rescue impact fees fund primary and supportive facility and equipment needs generated by additional impact. The project's proportionate share of impact fees will be assessed at time of building permit.

Existing Services

1. The station responding to a fire alarm will be:

<u>Station</u>	<u>Address</u>	<u>Equipment</u>	<u>Staff</u>	<u>Response Time</u>
34	10850 SW 211 St., Cutler Ridge	Resuce. Squrt Aerial, Battalion	12	4-6 min.
5	13150 SW 238 St., Princeton	Engine, Rescue	7	4-6 min.
52	12105 SW 87 Ave., S. Miami Heights	Advanced Life Support Tanker	4	4-6 min.
50	9798 Hibiscus St., Perrine	Rescue	3	8-10 min.

2. The following units show a potential unavailability rate in excess of 20% during peak call hours for the previous calendar year:

<u>Unit</u>	<u>Potential Unavailability During Peak Hours</u>
Rescue 34	22%
Rescue 50	24%

3. Increased response times may result because of congestion on the following roadways:

SW 232 St. & SW 112 Ave.

Planned Service Expansions

The following stations are planned in the vicinity of this project:

<u>Station</u>	<u>Address</u>	<u>East Completion Date</u>	<u>Response Time</u>	<u>Cost</u>
Palm Glade ("J")	SW 248 St. & SW 114 Ave.	2005	2-4 min.	\$2.0 million

Funding resource is primarily: fire rescue impact fees.

Site Requirements

The following site requirements pertain to the site plan submitted as part of this review. All site plans and gates (including future submissions and changes) must be reviewed and approved by the Fire Rescue Department's Water and Engineering Bureau prior to Executive Council Hearing.

1. Compliance with Ordinance 83-23 giving Police jurisdiction to issue citations for parking along frontage of all commercial development.
2. Emergency vehicle parking area is to be located in close proximity to the main entrances. Said area to be identified, per S.F.F.P.C.
3. Fire Department vehicle access is to be provided to as many sides of the structure as practical or as necessitated by the design of the structure and location of internal fire protection connector.
4. Fire access lanes must be capable of supporting 32 tons surfaced with solid pavement, natural or concrete stones or with grass turf reinforced by concrete grids or stabilized subgrade construction, which meet the standards of the Miami-Dade County Public Works Department. Such construction must be certified by a registered professional engineer of the State of Florida. Access lanes are to be minimum of 20 feet wide with a vertical clearance of 13 feet 6 inches. Landscaping along these lanes must be approved and conform to landscaping plans. (Florida Fire Prevention Code).
5. Curb cuts for fire access lanes marked "Fire Lanes" in such a manner as to be easily visible from the road and clearly delineated with informational signs of not less than two square feet each parcel. Parking on fire access lanes is to be prohibited.

16. Gated entrances to provide elevator lock box containing switch or level to activate gate for fire department use.
17. Fire hydrants and fire protection appliances-clearances of seven and one-half feet in front of and to the sides and four feet to the rear shall be maintained. (Florida Fire Prevention Code).

E. PARKS

Identify Impact and Demand

The 1,735 dwelling units will produce a population of 4,951 people to current population estimates prepared by the Research Division of the Planning and Zoning Department. This population generates a need for 13.62 acres of local parkland, based on the CDMP Open Space Spatial Standards of 2.75 acres per 1,000 population.

Existing Service

The nearest community park is Goulds Park, located at 21805 SW 114 Avenue, approximately two miles from this project. The nearest neighborhood park is Princetonian Park located approximately one and a half mile to the west of this project at SW 252 Street and SW 127 Avenue. The nearest district park is the Homestead Air Reserve Base Park, 212 acres in size, located at SW 268 Street and SW 127 Avenue, approximately 2 miles from this project.

Facilities

Goulds Park contains a recreation center, lighted baseball fields, multipurpose courts, picnic shelters, tot lot, parking lot, open play area, and a walkway. Princetonian Park contains a tot lot, multipurpose court, tennis court, and open play areas. Homestead Air Reserve Base Park is not yet developed, but is anticipated to have several lighted soccer/football fields, baseball fields, tennis center, recreation center, and a family aquatics center.

Manpower

Goulds Park has 2 recreation specialist IIs, 1 recreation specialist I, 1 office support specialist II, 1 custodial worker II, 2 recreation leaders, 1 public facility manager IV, with other part-time staff to accommodate the after-school and other programs. Princetonian Park has no staff; it is maintained by a roving crew. Homestead Air Reserve Base Park has not yet been developed, but is expected to be staffed when it is operational.

Proposed and/or Budgeted Service Expansion

This department is working to acquire additional land in this area, in cooperation with area developers, to serve the future residents. It is important to acquire this land before the area becomes developed and little open space is left.

3. P&RD's preferred means remains for the applicant to set aside portions of the development (13+/- acres) for usable publicly dedicated recreation open space. This would require further revisions to their plan. The original plan reviewed contained a variety of small private park and green spaces connected by a linear corridor. While on paper it might have responded to the spirit of a TND, it did not effectively provide adequate recreation open spaces to residents.
4. The revised plan, submitted to P&RD on May 13, 2003, contains a minor change to park and green spaces that created one slightly larger area that responded to the concerns of P&RD. However, this plan in total was still inadequate because all spaces remain private, small and the total area does not add up to the 13 acres required by the Park Impact Fee Ordinance.

F. SCHOOLS

Comments from Miami Dade Public Schools are provided in attached Exhibit "A".

G. SOLID WASTE MANAGEMENT

The County Solid Waste Management System consists of both County facilities and a private facility under contract as follows: two Class I landfills, (one owned by Waste Management Inc., of Florida), a Class III landfill, a Resources Recovery Facility with related ash monofill and three regional transfer facilities. The Department of Solid Waste Management (DSWM) develops projections of solid waste disposal capacity demand system-wide based on the long term disposal contracts supplemented by historical data and population forecasts from the County's Department of Planning and Zoning. The DSWM does not assess or adjust capacity projections based on the impacts of individual developments (or groups of developments). The latest Concurrency Status Determination issued on September 22, 2000, which is valid for three (3) years, shows sufficient disposal system capacity to meet and exceed the County's adopted level of service (five years of capacity). This determination, which is on file with the Department of Planning and Zoning is contingent upon the continued ability of the County to obtain and renew disposal facility operating permits from the Florida Department of Environmental Protection, as needed.

This project falls within the DSWM solid waste collection service area. The single-family residents and townhomes proposed in this project meet the County Code definition of residential unit. Per the code, residential units located within the proposed project shall, therefore, receive DSWM garbage and trash collection service. Twice weekly individual curbside garbage and trash collection, schedule bulky waste collections service, and unlimited use of the Trash and Recycling Centers are the services currently provided to residential units in the DSWM solid waste collection service area.

Currently, DSWM provides curbside recycling services to residential units located in the unincorporated Miami-Dade County. The proposed project shall, therefore, utilize DSWM weekly curbside recycling services, provided by the County by BFI, Inc. The recycling program currently includes separation of glass, aluminum cans, steel cans, plastic bottles, newspaper and phone books. Participation in

Concurrency/Capacity Status

This application is located in Park Benefit District 3, which has a surplus of 318.77 acres of local parkland. However, capacity within the service area of the proposed development is seriously deficient for the following reason:

1. the present surplus is located distant from this development.
2. private recreation areas of this development provide only limited recreation opportunities
3. relying on impact fees alone inevitably delays the acquisition of public parks to serve the future residents of this development, because, since impact fees are paid closer to the end of the development cycle (at time of building permit), the fees accumulate after the demand is created, and the supply of land has decreased in the area.

Site Plan Critique & Quality of Life Issues

Because of the large population generated by this application and the absence of a public park of suitable size in the site plan, it is imperative that a public park site be included. Therefore, the plan proposed is not acceptable, unless the applicant provides assurance that suitable park lands (13.62 acres in size) are provided within this development, or are provided by covenant in an area in close proximity to this development. Parks staff is ready to meet with the applicant to determine the suitability of land proffered.

Additional Comments

The applicant has met with the Parks and Recreation Department (P&RD). The following comments substantiate said Department's position at this time.

1. The applicant has agreed to one of P&RD's requests to provide the open space portion of the impact fees in advance of construction to help purchase parkland. In fact, the applicant even proposed to use these fees to help purchase a larger off-site property owned by the same applicant. However, the open space fees from this development are so low that the total open space amount is barely sufficient to purchase one (1) acre at present land costs for a 5-acre neighborhood park, much less the larger site offered. Thus, the applicant's proposal to advance these fees is not P&RD's preferred means of obtaining recreation open space needed to offset the specific impact of residential population created by this development.
2. The applicant has also offered to pay in advance of this development a portion of the improvement portion of the park impact fee (the total improvement fee would be over \$1,000,000, and the applicant's representative suggested an advancement of \$400,000). These funds could be used to make improvements at the Homestead Air Reserve Base Park, located approximately 2 miles southwest of this development. While this P&RD would be receptive to this proposal, it does not diminish the more critical open space problem generated by this development.

(d) Prior to seeking the issuance of a certificate of occupancy for the 600th residential unit, the Owners shall have obtained certificates of use and occupancy for a charter school(s) providing a minimum of 400 student stations for a minimum K-3 program. Proof of compliance with this provision shall be in the form of monthly reports submitted by the Owners to the Director, Department of Planning and Zoning, and the School Board specifying the number of certificates of occupancy obtained monthly and the number of certificates of occupancy anticipated to be issued in the following month for residential dwelling units. Monthly reports shall be based upon personal knowledge and shall be sworn, and notarized.

(e) Prior to seeking the issuance of a certificate of occupancy for the 1000th residential unit, the Owners shall have obtained certificates of use and occupancy for a charter school(s) providing a minimum of an additional 400 student stations for grades K - 12. Prior to seeking the issuance of a certificate of occupancy for the 1200th residential unit, the Owners shall have obtained certificates of use and occupancy for a charter school(s) providing an aggregate total of 1100 student stations. Proof of compliance with this provision shall be as set forth in Section 5(d) above.

(f) The charter school(s) shall be operated continuously so long as this Declaration remains in effect subject to (i) any closures due to casualties and/or natural disasters and (ii) changes approved by the County and the School Board.

(g) Until all of the aforestated approvals for the charter school(s) have been obtained, and construction of the charter school(s) has commenced, the School Site shall be maintained as open/green space. At no time shall the School Site be used for the location of temporary structures or uses such as but not limited to, construction trailers, sales offices, construction staging areas, or construction storage areas.

//

1 going to simply vote whichever way you say,
2 or worse than that, they are going to simply
3 vote because of the people that are
4 representing Manuel Diaz.

5 Now, let me switch to another
6 reason why you absolutely have to deny this.

7 Is Mr. Rojas here that can help
8 me, please? No. Okay. Pink remember is
9 against it. And there are many people in
10 the petition by the way --

11 CHAIRWOMAN MCCUE: Do you have the
12 microphone?

13 MR. WILLIAMS: Madam Chair, while
14 he is arranging his packet, let me just say
15 on the petition and on the number of people
16 that speak either for or against, the courts
17 have consistency been clear that the one
18 thing that will get whatever decision you
19 reach tonight, and I have no idea what
20 decision you're going to reach, will get it
21 thrown out if it appears that the Board is
22 counting heads as to who is opposed and who
23 is for.

24 What you have to do is look at the
25 facts, whether this project is consistent

1 with the Master Plan, whether it's
2 compatible with the area, whether it's
3 appropriate at this point in time.

4 The number of people for or
5 against cannot be considered, so it doesn't
6 matter how many people have signed petitions
7 or how many people appear to testify in
8 front of you, that's not relevant. What is
9 relevant is the facts of the application and
10 the facts brought out by the opposition.

11 CHAIRWOMAN MCCUE: Thank you. All
12 right. We have about three more minutes. I
13 don't know if you can finish your
14 presentation in that time.

15 MR. DORTA-DUQUE: I cannot --

16 UNIDENTIFIED SPEAKER: That is
17 unfair, they had two hours --

18 CHAIRWOMAN MCCUE: Please, I don't
19 want to ask anybody to leave. I understand.
20 We don't control that. We have to be out of
21 this building at 10:30. I would like to
22 stay here until this is over with --

23 MR. DORTA-DUQUE: Should we
24 continue next time? I don't think I could
25 finish in three minutes, honestly.

MIAMI-DADE COUNTY FACTS - 2003

A Compendium of Selected Statistics

updated annually

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CZAB # 15 Exhibit # A-22
SEP 23 2003

CLERK OF THE BOARD

Research Section
Department of Planning and Zoning
Stephen P. Clark Center
111 N.W. 1st Street, Suite 1220
Miami, Florida 33128-1972
305-375-2845

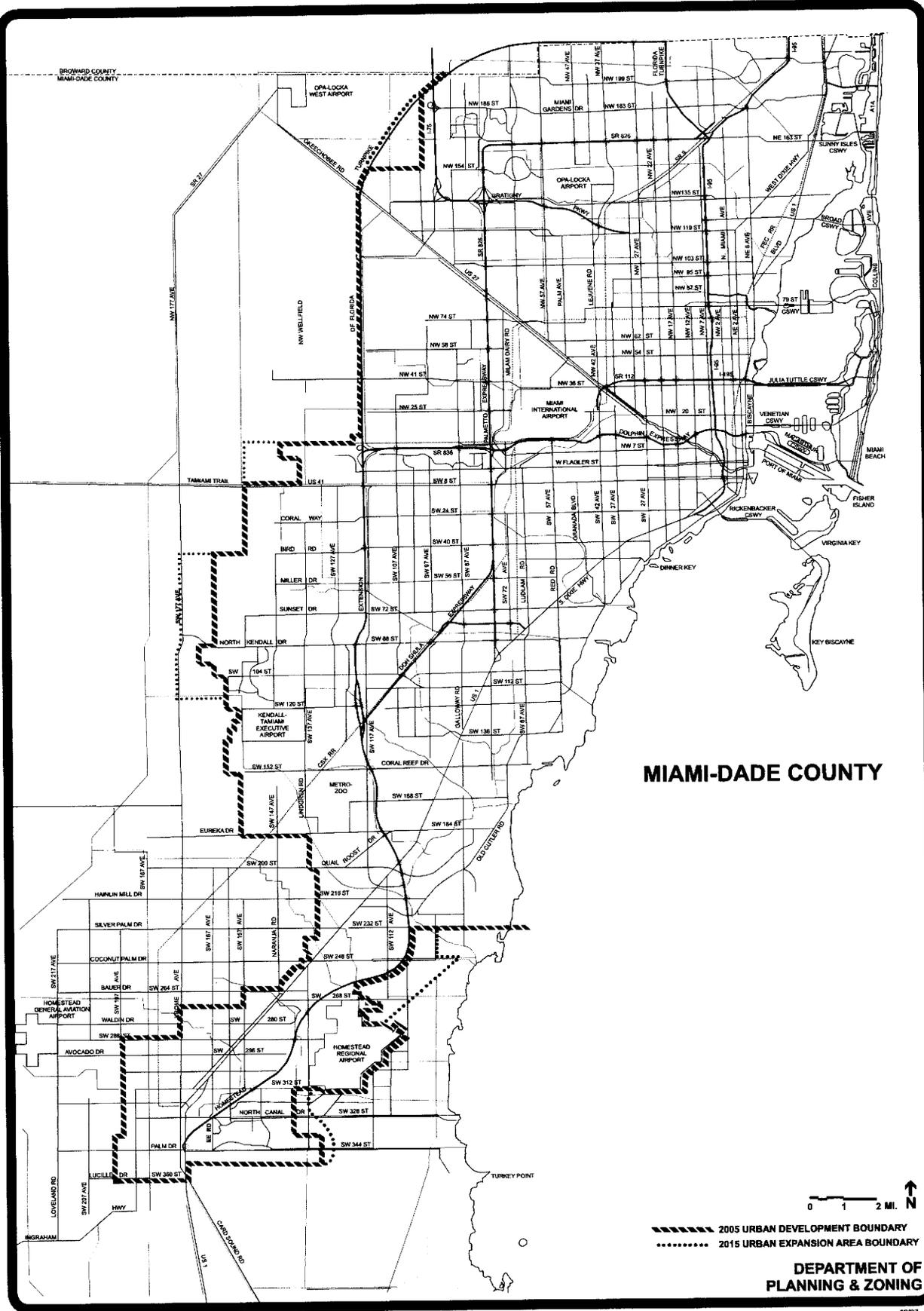
This report is also available on the Department of Planning and Zoning web site.
www.miamidade.gov/planzone

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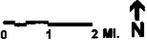
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MIAMI-DADE COUNTY



- 2005 URBAN DEVELOPMENT BOUNDARY
- 2015 URBAN EXPANSION AREA BOUNDARY

DEPARTMENT OF PLANNING & ZONING

Miami-Dade County

Alex Penelas
Mayor

Board of County Commissioners

Dr. Barbara M. Carey-Shuler, Chairperson
District 3

Betty T. Ferguson
District 1
Dorrian D. Rolle
District 2
Sally A. Heyman
District 4
Bruno A. Barreiro
District 5
Rebeca Sosa
District 6
Jimmy L. Morales
District 7

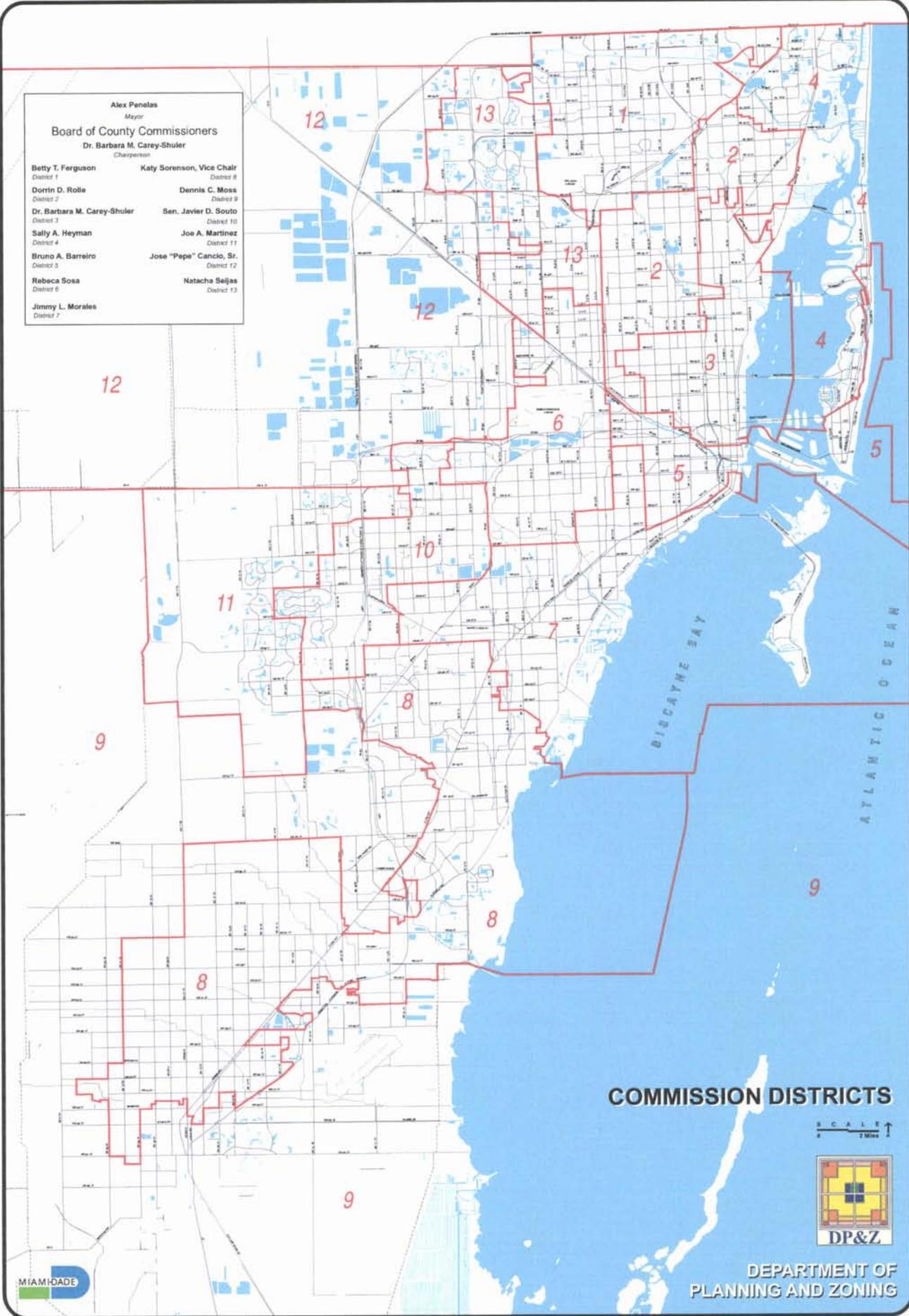
Katy Sorenson, Vice Chair
District 8
Dennis C. Moss
District 9
Sen. Javier D. Souto
District 10
Joe A. Martinez
District 11
Jose "Pepe" Diaz
District 12
Natasha Seijas
District 13

George Burgess
County Manager
Robert A. Ginsburg
County Attorney

Alex Penelas
Mayor

Board of County Commissioners
Dr. Barbara M. Carey-Shuler
Chairperson

Betty T. Ferguson District 1	Katy Sorenson, Vice Chair District 8
Dorrin D. Rolle District 2	Dennis C. Moss District 9
Dr. Barbara M. Carey-Shuler District 3	Sen. Javier D. Souto District 10
Sally A. Heyman District 4	Joe A. Martinez District 11
Bruno A. Barreiro District 5	Jose "Pepe" Cancio, Sr. District 12
Rebeca Sosa District 6	Natacha Seljas District 13
Jimmy L. Morales District 7	



COMMISSION DISTRICTS

SCALE
1 Mile



DEPARTMENT OF
PLANNING AND ZONING



Alex Penelas
Mayor

Board of County Commissioners

Dr. Barbara Carey - Shuler
Chairperson

Katy Sorenson
Vice-Chairperson

Betty T. Ferguson
District 1

Dorrin D. Rolle
District 2

Dr. Barbara Carey - Shuler
District 3

Sally A. Heyman
District 4

Bruno A. Barreiro
District 5

Rebeca Sosa
District 6

Jimmy L. Morales
District 7

Katy Sorenson
District 8

Dennis C. Moss
District 9

Sen. Javier D. Souto
District 10

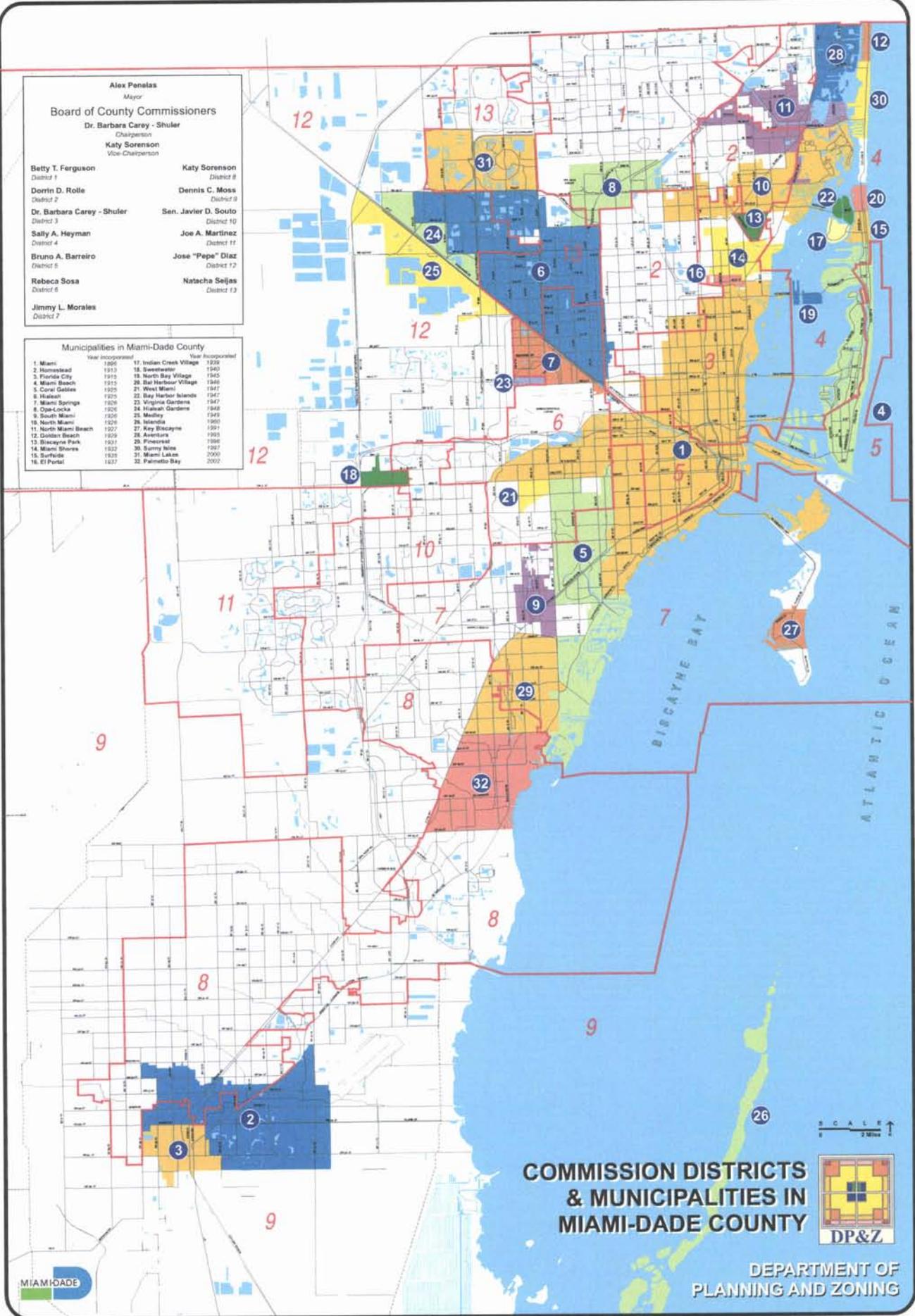
Joe A. Martinez
District 11

Jose "Pepé" Diaz
District 12

Natecha Seijas
District 13

Municipalities in Miami-Dade County

	Year Incorporated		Year Incorporated
1. Miami	1896	17. Indian Creek Village	1936
2. Homestead	1913	18. Sweetwater	1940
3. Florida City	1915	19. North Bay Village	1945
4. Miami Beach	1915	20. Bay Harbour Village	1946
5. Coral Gables	1925	21. West Miami	1947
6. Hialeah	1925	22. Bay Harbor Islands	1947
7. Miami Springs	1926	23. Virginia Gardens	1947
8. Dade-Loch	1926	24. Hibiscus Gardens	1948
9. South Miami	1926	25. Maitley	1948
10. North Miami	1926	26. Islandia	1950
11. North Miami Beach	1927	27. Key Biscayne	1951
12. Golden Beach	1929	28. Aventura	1955
13. Biscayne Park	1931	29. Pinecrest	1956
14. Miami Shores	1932	30. Sunny Isles	1957
15. Surfside	1932	31. Miami Lakes	2000
16. El Portal	1937	32. Palmetto Bay	2002



**COMMISSION DISTRICTS
& MUNICIPALITIES IN
MIAMI-DADE COUNTY**

SCALE
1
3 Miles



DEPARTMENT OF
PLANNING AND ZONING

**Resident Population, Miami-Dade County Florida
By Municipality, 1900-2000**

Year Incorp	Municipality	1900	1910	1920	1930	1940	1950	1955	1960	1965	1970	1975	1980	1985	1990	1995	2000
1896	Miami	1,681	5,471	29,571	110,637	172,172	249,276	259,035	291,688	330,050	334,859	350,865	346,446	380,446	358,548	364,075	362,470
1913	Homestead	----	----	1,307	2,319	3,154	4,573	6,848	9,152	11,160	13,674	20,322	20,668	22,179	26,866	30,712	31,909
1915	Florida City	----	----	355	452	753	1,547	3,037	4,114	5,770	5,133	5,365	6,174	6,315	5,806	6,290	7,843
1915	Miami Beach	----	----	644	6,494	28,012	46,282	50,981	63,145	81,030	87,072	90,391	96,298	96,913	92,639	93,366	87,933
1925	Coral Gables	----	----	----	5,697	8,294	19,837	29,210	34,793	39,850	42,494	43,908	43,241	42,281	40,091	40,973	42,249
1925	Hialeah	----	----	----	2,600	3,958	19,676	43,135	66,972	84,450	102,452	125,051	145,254	158,796	188,004	195,750	226,419
1926	Miami Springs	----	----	----	402	998	5,108	10,138	11,229	13,400	13,279	13,339	12,350	12,053	13,268	13,226	13,712
1926	Opa-Locka	----	----	----	339	497	5,271	9,392	9,810	10,590	11,902	13,715	14,460	14,658	15,283	15,454	14,951
1926	South Miami	----	----	----	1,160	2,408	4,809	7,600	9,846	11,410	11,780	11,959	10,944	10,742	10,404	10,514	10,741
1926	North Miami	----	----	----	----	1,978	10,734	23,463	28,708	35,500	34,767	44,473	42,566	42,575	49,998	51,973	59,880
1927	North Miami Beach	----	----	----	520	871	2,129	12,161	21,405	26,950	30,544	36,491	36,553	36,381	35,359	36,227	40,786
1929	Golden Beach	----	----	----	36	83	156	249	413	490	849	893	612	627	774	800	919
1931	Biscayne Park	----	----	----	----	500	2,009	2,833	2,911	3,090	2,717	2,767	3,088	3,070	3,068	3,190	3,269
1932	Miami Shores Village	----	----	----	612	1,956	5,086	7,839	8,865	10,000	9,425	9,617	9,244	9,100	10,084	10,442	10,380
1935	Surfside	----	----	----	----	295	1,852	2,592	3,157	4,320	3,614	3,891	3,763	3,943	4,108	4,170	4,909
1937	El Portal	----	----	----	----	365	1,371	1,994	2,079	2,150	2,068	2,150	2,055	1,985	2,457	2,506	2,505
1939	Indian Creek Village	----	----	----	----	35	44	56	60	70	82	89	103	107	44	45	33
1940	Sweetwater	----	----	----	----	----	230	327	645	1,050	3,357	6,570	8,251	9,515	13,909	14,717	14,226
1945	North Bay Village	----	----	----	----	----	198	1,247	2,006	4,220	4,831	4,536	4,920	4,703	5,383	5,535	6,733
1946	Bal Harbour	----	----	----	----	----	325	334	727	1,160	2,038	2,118	2,973	3,012	3,045	3,091	3,305
1947	West Miami	----	----	----	----	----	4,043	5,158	5,296	5,770	5,494	6,022	6,076	5,904	5,727	5,751	5,863
1947	Bay Harbor Island	----	----	----	----	----	520	1,716	3,249	4,540	4,619	4,700	4,869	4,845	4,703	4,774	5,146
1947	Virginia Gardens	----	----	----	----	----	235	1,554	2,159	2,530	2,524	2,612	2,098	2,166	2,212	2,197	2,348
1948	Hialeah Gardens	----	----	----	----	----	----	188	172	210	492	1,103	2,700	5,443	7,713	9,412	19,297
1949	Medley	----	----	----	----	----	106	132	112	200	351	572	537	540	663	711	1,098
1960	Islandia	----	----	----	----	----	----	----	----	30	8	8	12	12	13	16	6
1991	*Key Biscayne	----	----	----	----	----	----	----	----	----	----	----	----	----	----	9,333	10,507
1995	*Aventura	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	25,267
1996	*Pinecrest	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	19,055
1997	*Sunny Isles Beach	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	15,315
2000	*Miami Lakes	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	22,676
	Unincorporated	3,274	6,462	10,876	11,687	41,410	109,667	222,558	352,334	455,420	537,367	634,466	799,526	880,940	1,036,925	1,078,571	1,181,612
	County Total	4,955	11,933	42,753	142,955	267,739	495,084	703,777	935,047	1,145,410	1,267,792	1,437,993	1,625,781	1,759,251	1,937,094	2,013,821	2,253,362

Source: U.S. Bureau of the Census, Census of Population, Decennial Census 1900-2000 General Population Characteristics. University of Florida, Bureau of Economic and Business Research, 1966, 1975, 1985, and 1995. State of Florida Census 1955.

*Note: Key Biscayne incorporated in June 1991. Aventura incorporated in November 1995. Pinecrest incorporated in March 1996. Sunny Isles Beach incorporated in June, 1997. Miami Lakes incorporated in December, 2000. Pinecrest defined on the basis of blocks with adjustment for transfer of Pine Bay Estates to Coral Gables. Includes Homestead annexation area near Air Base.

**Population
Selected Years 1900 - 2003
Miami-Dade County, Florida**

Year	Resident Population	Change	Annual Percent Change
1900	4,955	-----	-----
1910	11,933	6,978	9.2
1920	42,752	30,819	13.6
1930	142,955	100,203	12.8
1940	267,739	124,784	6.5
1950	495,084	227,345	6.3
1960	935,047	439,963	6.5
1970	1,267,792	332,745	3.1
1980	1,625,781	357,489	2.5
1981	1,732,000	106,000	6.5
1982	1,739,000	7,000	0.4
1983	1,737,000	-2,000	-0.1
1984	1,753,000	16,000	0.9
1985	1,775,000	22,000	1.3
1986	1,803,000	28,000	1.6
1987	1,835,000	32,000	1.8
1988	1,869,000	34,000	1.9
1989	1,904,000	35,000	1.8
1990	1,967,000	63,000	3.2
1991	2,001,032	34,032	1.7
1992	2,022,862	21,830	1.1
1993	1,995,292	-27,570	-1.4
1994	2,037,315	42,023	2.1
1995	2,084,205	46,890	2.2
1996	2,124,885	40,680	1.9
1997	2,157,208	32,323	1.5
1998	2,189,719	32,511	1.5
1999	2,221,630	31,911	1.4
2000	2,253,362	31,732	1.4
2001	2,283,319	29,957	1.3
2002	2,313,047	29,728	1.3
2003	2,342,739	29,692	1.3

Source: U.S. Bureau of the Census 1900-2000; Research Section, Miami-Dade Department of Planning and Zoning 1981-2000.

Note: The Census 2000 population figure was about 44,000 higher than the Miami-Dade County projection for 2000. The projections and the annual estimates for the 1990s were adjusted to be consistent with the census. The 1990 census figure was inflated by about 30,000 persons, about half of the estimated undercount in 1990, to make the figure consistent with the more accurate Census 2000 figure and to avoid overstating population growth in the 1990s.

**Population Projections
Components of Change
Miami-Dade County, Florida: 1990 to 2020**

Year Ending March 31	Resident Population	Population Change	Net Migration	Natural Increase	Resident Births	Resident Deaths	Net Immigration	Domestic Migration
1990	1,967,000	29,310	14,660	14,650	33,180	18,530	22,440	-7,780
1991	2,001,032	34,032	17,844	16,188	34,242	18,054	22,690	-4,846
1992	2,022,862	21,830	6,462	15,368	33,304	17,936	12,147	-5,685
1993	1,995,292	-27,570	-41,971	14,401	32,846	18,445	3,426	-45,397
1994	2,037,315	42,023	27,677	14,346	33,030	18,684	39,690	-12,013
1995	2,084,205	46,889	32,712	14,177	32,707	18,530	50,690	-17,978
1996	2,124,885	40,680	27,663	13,017	32,028	19,011	44,690	-17,027
1997	2,157,208	32,323	19,074	13,249	31,708	18,459	38,690	-19,616
1998	2,189,719	32,511	19,523	12,988	31,384	18,396	36,511	-16,988
1999	2,221,630	31,911	19,038	12,873	31,594	18,721	36,524	-17,486
2000	2,253,485	31,855	19,099	12,756	31,680	18,924	37,075	-17,976
2001	2,283,319	29,834	17,002	12,832	31,868	19,036	35,572	-18,570
2002	2,313,047	29,728	16,914	12,814	32,033	19,220	37,031	-20,117
2003	2,342,739	29,692	16,873	12,819	32,229	19,409	37,537	-20,664
2004	2,372,418	29,679	16,837	12,842	32,440	19,598	38,048	-21,211
2005	2,402,105	29,687	16,805	12,882	32,667	19,785	38,564	-21,759
2006	2,431,819	29,714	16,777	12,937	32,908	19,971	39,083	-22,306
2007	2,461,577	29,757	16,751	13,006	33,162	20,156	39,604	-22,853
2008	2,491,396	29,820	16,731	13,089	33,429	20,340	40,130	-23,399
2009	2,521,294	29,897	16,714	13,183	33,707	20,524	40,661	-23,947
2010	2,551,284	29,990	16,701	13,289	33,995	20,706	41,194	-24,493
2011	2,581,380	30,097	16,691	13,406	34,294	20,889	41,732	-25,041
2012	2,611,601	30,220	16,688	13,532	34,603	21,071	42,276	-25,588
2013	2,641,953	30,352	16,684	13,668	34,921	21,253	42,820	-26,136
2014	2,672,453	30,501	16,688	13,813	35,247	21,434	43,370	-26,682
2015	2,703,114	30,660	16,695	13,965	35,581	21,616	43,924	-27,229
2016	2,733,943	30,830	16,704	14,126	35,923	21,797	44,480	-27,776
2017	2,764,956	31,013	16,719	14,294	36,273	21,979	45,043	-28,324
2018	2,796,162	31,206	16,738	14,468	36,629	22,161	45,609	-28,871
2019	2,826,571	30,409	15,759	14,650	36,993	22,343	45,177	-29,418
2020	2,858,185	31,614	16,785	14,829	37,343	22,514	46,750	-29,965
2021	2,890,031	31,846	16,821	15,025	37,726	22,701	47,333	-30,512
2022	2,922,109	32,077	16,853	15,224	38,109	22,885	47,912	-31,059
2023	2,954,422	32,314	16,885	15,429	38,498	23,069	48,491	-31,606
2024	2,986,979	32,557	16,918	15,639	38,892	23,253	49,071	-32,153
2025	3,019,785	32,806	16,953	15,853	39,292	23,439	49,653	-32,700
Decade	Ten-Year Annual Average Change, 1961 to 2020							
1961-1970		33,295	25,511	7,784	18,451	10,667	NA	NA
1971-1980		35,800	32,025	3,775	18,311	14,536	NA	NA
1981-1990		30,731	20,163	10,568	27,882	17,314	36,717	-13,423
1991-2000		28,648	14,712	13,936	32,452	18,516	32,213	-17,501
2001-2010		29,780	16,811	12,969	32,844	19,874	38,742	-21,932
2011-2020		30,690	16,615	14,075	35,781	21,706	44,118	-27,503

Source: U.S. Bureau of the Census, Decennial Census Reports for 1960, 1970, 1980, 1990, and 2000. Post-2000 figures, Miami-Dade Planning & Zoning Department, Research Section, 2001.

Note: 1990 population was adjusted for undercount.

**Births And Deaths
Miami-Dade County, Florida
1971- 2000**

Year	Births		Deaths	
	Number	Per 1,000	Number	Per 1,000
1971	20,086	15.6	13,206	10.2
1972	19,353	14.5	13,872	10.4
1973	17,639	12.7	14,596	10.5
1974	17,643	12.3	14,030	9.8
1975	17,390	11.9	14,570	10.0
1976	16,468	11.2	14,500	9.8
1977	17,310	11.5	14,138	9.4
1978	17,818	11.6	14,988	9.8
1979	18,749	12	15,204	9.7
1980	20,653	12.8	16,251	10.1
1981	22,796	13.6	17,239	10.3
1982	24,508	14.1	16,505	9.5
1983	25,650	14.8	16,665	9.6
1984	26,405	15.1	16,470	9.4
1985	26,962	15.3	17,229	9.8
1986	28,344	15.8	17,073	9.5
1987	29,477	16.2	17,359	9.5
1988	32,148	17.4	18,243	9.9
1989	33,330	17.7	18,704	9.9
1990	34,423	17.8	18,191	9.4
1991	33,481	16.9	17,806	9.0
1992	32,772	16.3	18,324	9.1
1993	33,069	16.5	18,808	9.4
1994	32,913	16.3	18,313	9.1
1995	32,089	15.6	19,181	9.3
1996	31,843	15.1	18,501	8.8
1997	31,302	14.6	18,333	8.6
1998	31,631	14.6	18,583	8.5
1999	31,484	14.3	19,133	8.7
2000	32,300	14.4	18,466	8.3
Annual Average				
1971-1980	18,311	18.0	14,536	14.2
1981-1990	28,404	22.2	17,368	13.8
1991-1999	32,288	15.5	18,545	8.9

Source: Florida Department of Health and Rehabilitative Services, Office of Vital Statistics, Florida Vital Statistics and quarterly data from Vital News and Quarterly Vital Statistics Report.

Note: Figures for 1971 to 1987 are for fiscal years ending March 31. Figures for 1988 to 2000 are for calendar years.

Note: The rates are based on midyear population estimates by Miami-Dade County Department of Planning and Zoning. Annual average rates for the three decades are means of the annual rates.

**Population By
Race and Hispanic Origin
Selected Years, 1930-2020
Miami-Dade County, Florida**

Year	Non-Hispanic			
	Total	White	Black	Hispanic
1930	142,955	N/A	29,894	N/A
1940	267,739	N/A	49,518	N/A
1950	495,000	410,000	65,000	20,000
1955	715,000	579,000	101,000	35,000
1960	935,000	749,000	137,000	50,000
1965	1,101,500	767,000	163,000	173,500
1970	1,268,000	782,000	190,000	299,000
1975	1,462,000	765,000	237,000	467,000
1980	1,626,000	773,000	284,000	581,000
1985	1,771,000	656,000	367,000	768,000
1990	1,967,000	617,638	409,136	967,764
1995	2,084,205	518,967	446,020	1,154,650
2000	2,253,362	534,485	457,214	1,291,737
2005	2,402,105	461,204	497,411	1,454,969
2010	2,551,284	418,366	525,558	1,620,695
2015	2,703,114	381,101	554,041	1,794,088
2020	2,858,185	347,090	583,225	1,971,585
Percent Distribution				
1930	100.0	N/A	20.9	N/A
1940	100.0	N/A	18.5	N/A
1950	100.0	82.8	13.1	4.0
1955	100.0	81.0	14.1	4.9
1960	100.0	80.1	14.7	5.3
1965	100.0	69.6	14.8	15.8
1970	100.0	61.7	15.0	23.6
1975	100.0	52.3	16.2	31.9
1980	100.0	47.5	17.5	35.7
1985	100.0	37.0	20.7	43.4
1990	100.0	31.4	20.8	49.2
1995	100.0	24.9	21.4	55.4
2000	100.0	23.7	20.3	57.3
2005	100.0	19.2	20.7	60.6
2010	100.0	16.4	20.6	63.5
2015	100.0	14.1	20.5	66.4
2020	100.0	12.1	20.4	69.0

Source: U.S. Bureau of the Census, Census of Population, 1950-2000, Summary File 1. Miami-Dade County Department of Planning and Zoning, Research Section.

Note: Other Non-Hispanics (excluding Non-Hispanic Black) are grouped with Non-Hispanic Whites. Persons of Hispanic Origin can be of any race. Hispanic Blacks are counted as Black and Hispanic.

**Population by Race and Hispanic Origin
Miami MSA, 1960-2000**

	Total	Hispanic	Black Non-Hispanic	White & Other Non-Hispanic
1960	935,047	50,000	137,299	747,748
1970	1,267,792	299,065	186,369	782,358
1980	1,625,781	580,994	271,749	773,038
1990	1,937,094	953,407	369,621	614,066
2000	2,253,362	1,291,737	427,140	534,485
Percentages				
1960	100.0	5.3	14.7	80.0
1970	100.0	23.6	14.7	61.7
1980	100.0	35.7	16.7	47.6
1990	100.0	49.2	19.1	31.7
2000	100.0	57.3	19.0	23.7

Source: U.S. Bureau of the Census, Census of Population, 2000, Summary File 1, Miami-Dade County Department of Planning and Zoning. U.S. Bureau of the Census, Census of Population: 1960, Vol. I Characteristics of the Population, Part II, Florida; Census of Population: 1970, General Social and Economic Characteristics, Final Report PC(1)-C11 Florida; Census of Population: 1980, Vol. I Characteristics of the Population, PC 80-1-B11, Florida, Washington, U.S. Government Printing Office. Census of Population and Housing, 1990, Public Law 94-171, Florida.

- * Note: Persons of Hispanic heritage were not separately designated by the U.S. Census in 1960. The number provided is an estimate by the Research Section, Miami-Dade County Department of Planning and Zoning. In the 1970 Census, the identifying characteristics for Hispanics was a Spanish language while in the 1980 Census a self identification method was used. Thus, the Hispanic figures are not strictly comparable over the three Censuses.

**Population By Race and Hispanic Origin
All Ages and 18 Years and Over
Miami-Dade County, 2000**

	All Ages		18 Years and Over	
	Number	Percent	Number	Percent
RACE				
Total Population	2,253,362	100.0	1,694,149	100.0
One Race	2,167,940	96.2	1,631,949	96.3
White	1,570,558	69.7	1,224,138	72.3
Black and African American	457,214	20.3	305,865	18.1
American Indian and Alaska Native	4,365	0.2	3,006	0.2
Asian	31,753	1.4	24,894	1.5
Native Hawaiian and Other Pacific Islander	799	0.0	557	0.0
Some Other Race	103,251	4.6	73,489	4.3
Two or More Races	85,422	3.8	62,200	3.7
HISPANIC OR LATINO				
Total Population	2,253,362	100.0	1,694,149	100.0
Hispanic or Latino	1,291,737	57.3	1,013,394	59.8
Not Hispanic or Latino	961,625	42.7	680,755	40.2
One Race	929,989	41.3	659,121	38.9
White	465,772	20.7	347,982	20.5
Black or African American	427,140	19.0	283,029	16.7
American Indian and Alaska Native	1,990	0.1	1,300	0.1
Asian	30,537	1.4	23,953	1.4
Native Hawaiian and Other Pacific Islander	524	0.0	373	0.0
Some Other Race	4,026	0.2	2,484	0.1
Two or More Races	31,636	1.4	21,634	1.3

Source: U.S. Census Bureau, Census 2000 Redistricting (Public Law 94-171) Summary File, Tables PL 1 and PL2. Miami-Dade County Department of Planning and Zoning, 2001.

Black Population, 2000
Miami-Dade County by Municipality

Municipality	Total	2000		Change 1990 - 2000	
		Black	Percent	Black	Percent
Aventura	25,267	430	1.7	372	1.3
Bal Harbour	3,305	54	1.6	25	0.7
Bay Harbor Island	5,146	92	1.8	50	0.9
Biscayne Park	3,269	605	18.5	370	10.8
Coral Gables	42,249	1,394	3.3	22	-0.1
El Portal	2,505	1,537	61.4	225	8.0
Florida City	7,843	4,445	56.7	905	-4.3
Golden Beach	919	3	0.3	-6	-0.8
Hialeah	226,419	5,453	2.4	1,817	0.5
Hialeah Gardens	19,297	348	1.8	242	0.4
Homestead	31,909	7,194	22.5	1,016	-0.5
Indian Creek Village	33	0	0.0	-1	-2.3
Islandia	6	0	0.0	-1	-7.7
Key Biscayne	10,507	48	0.5	12	0.1
Medley	1,098	80	7.3	76	6.7
Miami	362,470	80,858	22.3	-17,349	-5.1
Miami Beach	87,933	3,548	4.0	-1,250	-1.1
Miami Lakes	22,676	635	2.8	19	-1.8
Miami Shores	10,380	2,541	24.5	485	4.1
Miami Springs	13,712	280	2.0	30	0.2
North Bay Village	6,733	344	5.1	117	0.9
North Miami	59,880	32,867	54.9	16,926	23.0
North Miami Beach	40,786	15,895	39.0	8,188	17.2
Opa-Locka	14,951	10,412	69.6	-191	0.3
Palmetto Bay	24,253	1,860	7.7	511	1.7
Pinecrest	19,055	327	1.7	-19	-0.1
South Miami	10,741	2,653	24.7	-425	-4.9
Sunny Isles Beach	15,315	311	2.0	228	1.3
Surfside	4,909	63	1.3	8	-0.1
Sweetwater	14,226	126	0.9	-16	-0.1
Virginia Gardens	2,348	53	2.3	29	1.2
West Miami	5,863	48	0.8	-16	-0.3
Unincorporated Miami-Dade	1,157,359	282,710	24.4	11,869	-8.1
County Total:	2,253,362	457,214	20.3	59,221	-0.3

Source: U.S. Bureau of the Census, 1990. Census of Population, 1990, Summary File PL-94-171.

Note: Key Biscayne incorporated in June, 1991. Aventura incorporated in November, 1995. Pinecrest incorporated in March, 1996. Sunny Isles Beach incorporated in June, 1997. Miami Lakes incorporated in December, 2000. Palmetto Bay incorporated in September, 2002.

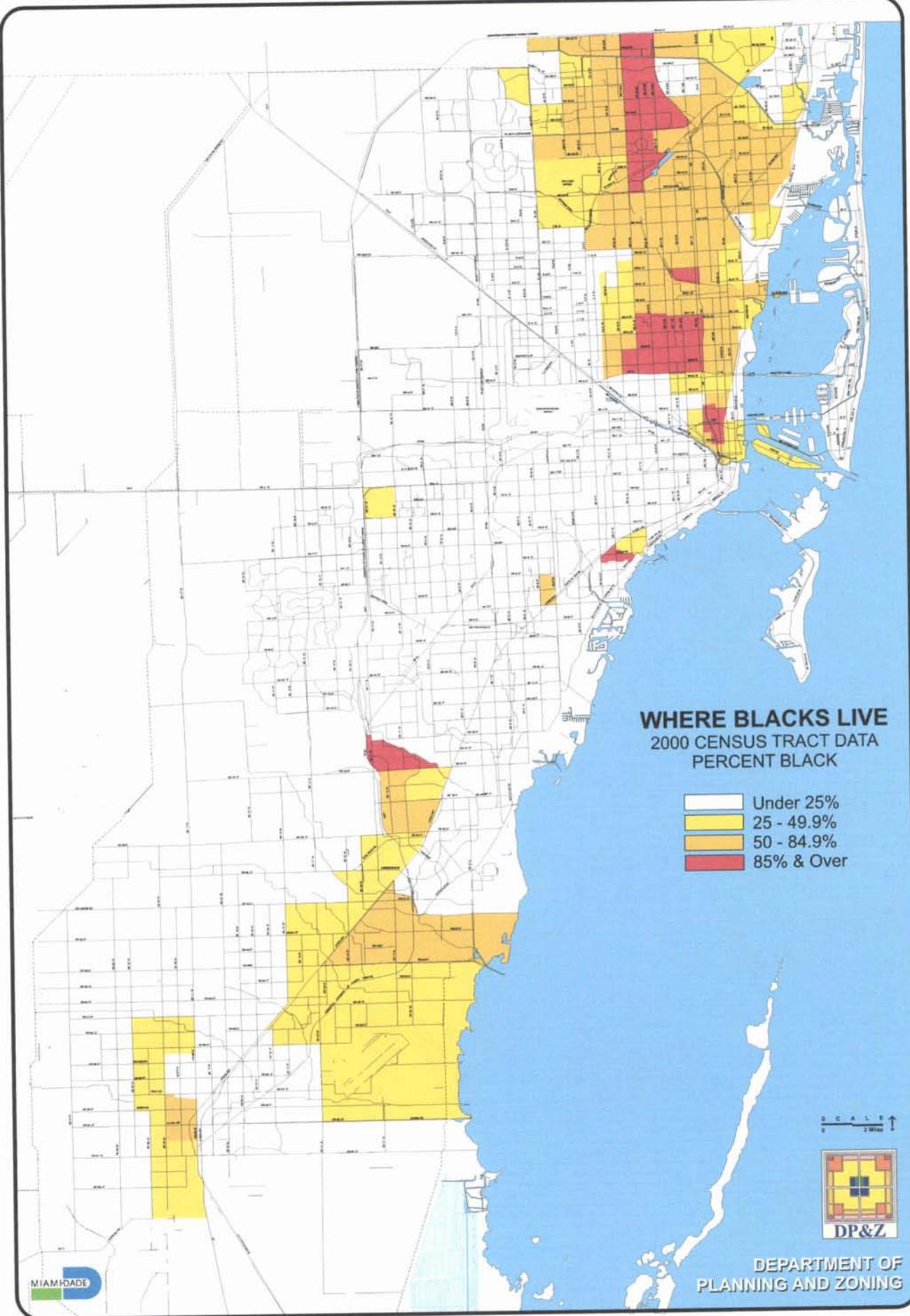
Note: Percent change is the percent Black in 1990 subtracted from the percent Black in 2000.

**Black Population, Selected Cities
Miami-Dade County, Florida
1950-2000**

	Miami	North Miami	N. Miami Beach	Opa-Locka	Home-stead	Florida City	South Miami	Miami Shores	El Portal	Biscayne Park	Total County
1950	40,265	17	N/A	1,681	1,691	1,547	1,599	N/A	N/A	N/A	64,947
1960	65,213	51	719	3,544	3,178	2,403	2,403	N/A	N/A	N/A	137,299
1970	76,156	69	1,010	3,503	3,871	3,040	2,842	N/A	N/A	N/A	189,666
1980	87,110	1,597	93	9,182	5,278	3,678	3,282	123	314	N/A	280,434
1990	98,207	15,941	7,707	10,603	6,178	3,540	3,078	2,056	1,312	N/A	397,993
2000	80,858	32,867	15,895	10,412	7,194	4,445	2,653	2,541	1,537	605	457,214
Percent Black											
1950	16.0	0.0	0.0	32.0	37.0	100.0	33.0	N/A	N/A	N/A	13.0
1960	22.0	0.0	3.0	36.0	35.0	58.0	24.0	N/A	N/A	N/A	15.0
1970	23.0	0.0	3.0	29.0	28.0	59.0	24.0	N/A	N/A	N/A	15.0
1980	25.0	4.0	0.0	63.0	26.0	60.0	30.0	1.0	15.0	N/A	17.0
1990	27.0	32.0	22.0	69.0	23.0	61.0	30.0	20.0	53.0	N/A	21.0
2000	22.3	54.9	39.0	69.6	22.5	56.7	24.7	24.5	61.4	18.5	20.3

Source: U.S. Bureau of the Census, Census of Population, 1950-2000, Census 2000 Redistricting (Public Law 94-171) Summary File, Miami-Dade County Planning Department, Research Division, 2001.

Note: Selected cities are derived from Black populations greater than or equal to 18 percent.



WHERE BLACKS LIVE
2000 CENSUS TRACT DATA
PERCENT BLACK

-  Under 25%
-  25 - 49.9%
-  50 - 84.9%
-  85% & Over

SCALE
0 1 2 MILES



DEPARTMENT OF
PLANNING AND ZONING



**Hispanic Origin Population
Selected Metropolitan Areas in Florida
1970, 1980, 1990 and 2000**

	2000	1990	1980	1970	Change 1990-2000	Change 1980-1990
Florida	2,682,715	1,574,143	858,200	451,382	1,108,572	715,943
Miami/Hialeah	1,291,737	953,407	581,000	299,217	338,330	372,407
Ft. Lauderdale/Hollywood	271,652	108,439	39,700	15,411	163,213	68,739
Tampa/St. Petersburg	179,692	139,248	57,800	58,042	40,444	81,448
Orlando	168,361	96,418	22,200	7,952	71,943	74,218
W. Palm/Boca Raton	140,675	66,613	20,600	13,793	74,062	46,013
Balance of State	630,598	291,466	136,900	56,967	339,132	154,566

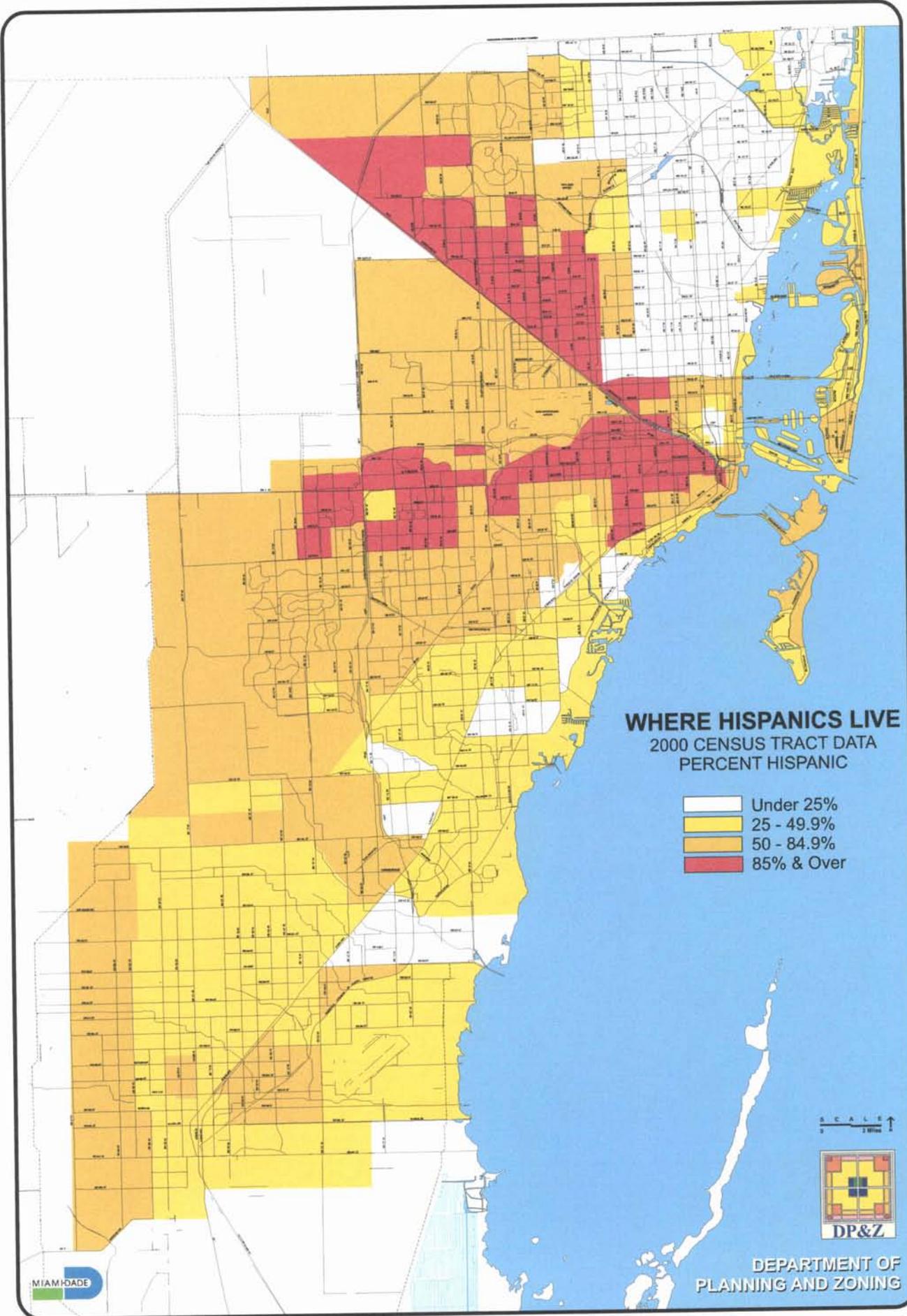
Source: U.S. Bureau of the Census, Census of Population, General Population Characteristics, U.S. Summary, 1970, 1980 & 1990, (Washington D.C.: U.S. Government Printing Office). U.S. Census Bureau, Census 2000, Redistricting (Public Law 94-171) Summary File. Miami-Dade County, Department of Planning and Zoning, 2001.

**Municipal Population by Percent Hispanic
1970, 1980, 1990 and 2000**

	Hispanics	Percent Hispanic			
	2000	2000	1990	1980	1970
Aventura	5,218	20.7	7.2	N/A	N/A
Bal Harbour	760	23.0	9.6	3.7	N/A
Bay Harbor Island	1,816	35.3	15.3	3.6	N/A
Biscayne Park	867	26.5	18.7	8.8	N/A
Coral Gables	19,703	46.6	41.8	29.6	17.2
El Portal	482	19.2	11.6	9.1	N/A
Florida City	2,519	32.1	17.7	10.5	N/A
Golden Beach	200	21.8	13.6	6.7	N/A
Hialeah	204,543	90.3	87.6	74.3	44.4
Hialeah Gardens	17,324	89.8	82.0	49.3	N/A
Homestead	16,537	51.8	35.3	16.0	5.0
Indian Creek Village	4	12.1	15.9	2.9	N/A
Islandia	0	0.0	76.9	1.0	N/A
Key Biscayne	5,231	49.8	42.8	N/A	N/A
Medley	797	72.6	58.1	30.1	N/A
Miami	238,351	65.8	62.5	55.9	45.4
Miami Beach	47,000	53.4	46.8	22.2	10.3
Miami Lakes	15,083	66.5	N/A	N/A	N/A
Miami Shores	2,257	21.7	13.5	8.2	N/A
Miami Springs	8,173	59.6	41.8	21.1	12.9
North Bay Village	3,302	49.0	36.1	12.6	N/A
North Miami	13,869	23.2	24.6	14.7	9.6
N. Miami Beach	12,245	30.0	22.1	9.6	4.4
Opa-Locka	4,268	28.5	27.4	16.9	16.0
Palmetto Bay	6,527	27.0	16.7	N/A	N/A
Pinecrest	5,652	29.7	19.8	N/A	N/A
South Miami	3,692	34.4	23.8	14.6	7.6
Sunny Isles Beach	5,607	36.6	17.0	N/A	N/A
Surfside	2,137	43.5	30.0	10.7	N/A
Sweetwater	13,253	93.2	93.0	80.9	N/A
Virginia Gardens	1,579	67.2	50.6	38.3	N/A
West Miami	4,927	84.0	79.4	61.6	N/A
County Total	1,291,737	57.3	49.2	35.6	23.6

Source: U.S. Census, Census of Population 1970 and 1980, General Population Characteristics, Florida and General Social and Economic Characteristics, Florida, Washington D.C.: (U.S. Government Printing Office, 1982 and 1972). U.S. Bureau of the Census, Census of Population and Housing 1990, Summary Tape File 1A, Miami-Dade County, U.S. Census Bureau, Census 2000 Redistricting (Public Law 94-171) Summary File. Miami-Dade County Department of Planning and Zoning Research Section, 2002.

Note: The Town of Miami Lakes (December 2000) and the Village of Palmetto Bay (September 2002) incorporated after the date of the Census, April 1, 2000. They have been classified in this table as municipalities, although they were not incorporated on the date of the Census.



**Population by Race and Hispanic Origin
Miami-Dade County by Municipality, 2000**

Municipality	Total Persons	White Not Hispanic	Black Not Hispanic	Other Not Hispanic	Hispanic
Aventura	25,267	18,954	395	700	5,218
Bal Harbour	3,305	2,427	48	70	760
Bay Harbor Island	5,146	3,094	78	158	1,816
Biscayne Park	3,269	1,658	574	170	867
Coral Gables	42,249	20,168	1,290	1,088	19,703
El Portal	2,505	399	1,482	142	482
Florida City	7,843	549	4,374	401	2,519
Golden Beach	919	688	3	28	200
Hialeah	226,419	18,267	2,127	1,482	204,543
Hialeah Gardens	19,297	1,683	70	220	17,324
Homestead	31,909	7,295	6,886	1,191	16,537
Indian Creek Village	33	29	0	0	4
Islandia	6	6	0	0	0
Key Biscayne	10,507	5,058	28	190	5,231
Medley	1,098	198	75	28	797
Miami	362,470	42,897	72,190	9,032	238,351
Miami Beach	87,933	35,959	2,491	2,483	47,000
Miami Lakes	22,676	6,362	530	701	15,083
Miami Shores	10,380	5,043	2,440	640	2,257
Miami Springs	13,712	5,073	163	303	8,173
North Bay Village	6,733	2,722	273	436	3,302
North Miami	59,880	10,860	31,758	3,393	13,869
North Miami Beach	40,786	10,104	15,273	3,164	12,245
Opa-Locka	14,951	469	9,933	281	4,268
Palmetto Bay	24,253	14,785	1,788	1,153	6,527
Pinecrest	19,055	11,961	295	1,147	5,652
South Miami	10,741	4,174	2,589	286	3,692
Sunny Isles Beach	15,315	9,010	271	427	5,607
Surfside	4,909	2,589	47	136	2,137
Sweetwater	14,226	884	14	75	13,253
Virginia Gardens	2,348	671	37	61	1,579
West Miami	5,863	878	6	52	4,927
Unincorporated Area	1,157,359	220,858	269,612	39,075	627,814
County Total	2,253,362	465,772	427,140	68,713	1,291,737

Source: U.S. Census Bureau, Census 2000, Demographic Profile, Miami-Dade County Department of Planning and Zoning, Research Section, 2002.

Note: The Town of Miami Lakes (December 2000) and the Village of Palmetto Bay (September 2002) incorporated after the date of the Census, April 1, 2000. They have been classified in this table as municipalities, although they were not incorporated on the date of the Census.

**Persons of Hispanic Origin by Country of Origin
Miami-Dade County, Florida, 1990 and 2000**

	1990	2000	Change
Total	953,407	1,291,737	338,330
Cuban	563,979	650,601	86,622
Puerto Rican	72,827	80,327	7,500
Mexican	23,112	38,095	14,983
Dominican	23,475	36,454	12,979
Central American	119,534	128,903	9,369
Nicaraguan	74,244	69,257	-4,987
Honduran	18,102	26,829	8,727
Guatemalan	8,242	9,676	1,434
Salvadoran	7,339	9,115	1,776
Panamanian	6,729	5,863	-866
Costa Rican	4,743	4,706	-37
Other Central American	135	3,457	3,322
South American	108,768	154,348	45,580
Colombian	53,852	70,066	16,214
Peruvian	16,452	23,327	6,875
Venezuelan	9,846	21,593	11,747
Argentinian	8,585	13,341	4,756
Ecuadorian	7,986	10,560	2,574
Chilean	7,929	7,910	-19
Bolivian	2,309	2,418	109
Uruguayan	1,482	1,829	347
Paraguayan	166	434	268
Other South American	161	2,870	2,709
Other Hispanic	44,498	203,009	158,511

Source: U.S. Census Bureau, Census of Population, 2000, Summary File 1, and Census of Population 1990, STF1A and STF4A, Miami-Dade County Dept. of Planning & Zoning, 2001.

**White Population
Miami-Dade County, 2000**

Race	Number	Percent
Total Population	1,630,022	100.0
White Alone	1,570,558	96.4
White in combination with one or more races	59,464	3.6
White; American Indian and Alaska Native	2,104	0.1
White; Asian	4,136	0.3
White; Black or African American	5,368	0.3
White; Native Hawaiian and Other Pacific Islander	396	0.0
All other combinations including White	47,460	2.9

Source: U.S. Census Bureau, Census 2000 Redistricting (Public Law 94-171) Summary File, Table PL 1. Miami-Dade County Department of Planning and Zoning, 2001.

**Black Population
Miami-Dade County, 2000**

Race	Number	Percent
Total Population	487,015	100.0
Black or African American Alone	457,214	93.9
Black or African American in combination with one or more races	29,801	6.1
Black or African American; White	5,368	1.1
Black or African American; American Indian and Alaska Native		0.0
Black or African American; Asian	1,101	0.2
Black or African American; Native Hawaiian and Other Pacific Islander	1,884	0.4
All other combinations including Black or African American		0.0
	1,318	0.3
	20,130	4.1

Source: U.S. Census Bureau, Census 2000 Redistricting (Public Law 94-171) Summary File, Table PL 1. Miami-Dade County Department of Planning and Zoning, 2001.

**Some Other Race Population
Miami-Dade County, 2000**

Race	Number	Percent
Total Population	170,917	100.0
Some other race alone	103,251	60.4
Some other race in combination with one or more other races	67,666	39.6
Some other race; White	45,171	26.4
Some other race; Black or African American	18,203	10.7
Some other race; Asian	1,495	0.9
Some other race; American Indian and Alaska Native	792	0.5
All other combinations including Some other race	2,005	1.2

Source: U.S. Census Bureau, Census 2000 Redistricting (Public Law 94-171) Summary File, Table PL 1. Miami-Dade County Department of Planning and Zoning, 2001.

**Asian Population
Miami-Dade County, 2000**

Race	Number	Percent
Total Population	40,827	100.0
Asian Alone	31,753	77.8
Asian in combination with one or more other races	9,074	22.2
Asian; White	4,136	10.1
Asian; Native Hawaiian and Other Pacific Islander	165	0.4
Asian; Black or African American	1,884	4.6
Asian; American Indian and Alaska Native	211	0.5
All other combinations including Asian	2,678	6.6

Source: U.S. Census Bureau, Census 2000 Redistricting (Public Law 94-171) Summary File, Table PL 1. Miami-Dade County Department of Planning and Zoning, 2001.

**American Indian and Alaska Native Population
Miami-Dade County, 2000**

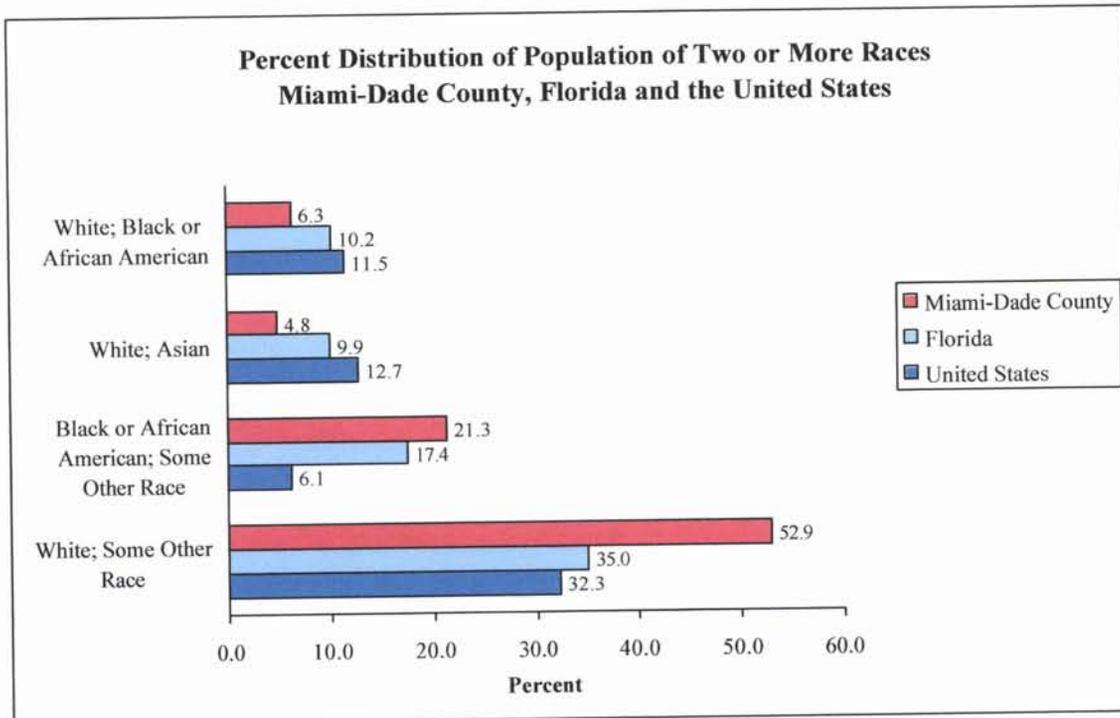
Race	Number	Percent
Total Population	9,535	100.0
American Indian and Alaska Native Alone	4,365	45.8
American Indian and Alaska Native in combination with one or more races	5,170	54.2
American Indian and Alaska Native; White	2,104	22.1
American Indian and Alaska Native; Black or African American	1,101	11.5
American Indian and Alaska Native; Native Hawaiian and Other Pacific Islander	41	0.4
American Indian and Alaska Native; Asian	211	2.2
All other combinations including American Indian and Alaska Native	1,713	18.0

Source: U.S. Census Bureau, Census 2000 Redistricting (Public Law 94-171) Summary File, Table PL 1.
Miami-Dade County Department of Planning and Zoning, 2001.

**Native Hawaiian and Other Pacific Islander Population
Miami-Dade County, 2000**

Race	Number	Percent
Total Population	3,467	100.0
Native Hawaiian and Other Pacific Islander alone	799	23.0
Native Hawaiian and Other Pacific Islander in combination with one or more races	2,668	77.0
Native Hawaiian and Other Pacific Islander; Asian	165	4.8
Native Hawaiian and Other Pacific Islander; White	396	11.4
Native Hawaiian and Other Pacific Islander; American Indian and Alaska Native	41	1.2
Native Hawaiian and Other Pacific Islander; Black or African American	1,318	38.0
All other combinations including Native Hawaiian and Other Pacific Islander	748	13.5

Source: U.S. Census Bureau, Census 2000 Redistricting (Public Law 94-171) Summary File, Table PL 1.
Miami-Dade County Department of Planning and Zoning, 2001.



Source: U.S. Census Bureau, Census 2000 Redistricting (Public Law 94-171) Summary File, Table PL1. Miami-Dade County Department of Planning and Zoning, 2001.

Note: Percents are a result of dividing the number representing a particular race combination by the total population of Two or More Races times 100.

**Place of Birth of the Foreign-Born Population
Miami-Dade County, 2000**

Total:	1,147,765
Europe:	44,067
Northern Europe:	6,696
United Kingdom	4,958
Ireland	589
Sweden	669
Other Northern Europe	480
Western Europe:	10,069
Austria	919
France	3,037
Germany	4,299
Netherlands	836
Other Western Europe	978
Southern Europe:	13,983
Greece	769
Italy	3,555
Portugal	1,081
Spain	8,546
Other Southern Europe	32
Eastern Europe:	13,256
Czechoslovakia (includes Czech Republic and Slovakia)	983
Hungary	1,246
Poland	3,459
Romania	1,190
Belarus	172
Russia	3,053
Ukraine	1,131
Bosnia and Herzegovina	82
Yugoslavia	292
Other Eastern Europe	1,648
Europe, n.e.c.	63
Asia:	28,638
Eastern Asia:	7,031
China:	4,712
China, excluding Hong Kong and Taiwan	3,106
Hong Kong	752
Taiwan	854
Japan	1,155
Korea	1,127
Other Eastern Asia	37
South Central Asia:	7,638
Afghanistan	16
Bangladesh	466
India	3,838
Iran	1,172
Pakistan	1,908
Other South Central Asia	238

Foreign Born cont.

South Eastern Asia:	7,865
Cambodia	79
Indonesia	238
Laos	260
Malaysia	170
Philippines	4,290
Thailand	941
Vietnam	1,635
Other South Eastern Asia	252
Western Asia:	5,801
Iraq	188
Israel	2,361
Jordan	249
Lebanon	1,113
Syria	385
Turkey	753
Armenia	34
Other Western Asia	718
Asia, n.e.c.	303
Africa:	4,851
Eastern Africa:	501
Ethiopia	98
Other Eastern Africa	403
Middle Africa	110
Northern Africa:	1,929
Egypt	772
Other Northern Africa	1,157
Southern Africa:	514
South Africa	475
Other Southern Africa	39
Western Africa:	1,527
Ghana	113
Nigeria	1,161
Sierra Leone	47
Other Western Africa	206
Africa, n.e.c.	270
Oceania:	373
Australia and New Zealand Subregion:	349
Australia	284
Other Australian and New Zealand Subregion	65
Melanesia	8
Micronesia	0
Polynesia	16
Oceania, n.e.c.	0

Foreign Born cont.

Americas:	1,069,827
Latin America:	1,064,436
Caribbean:	688,760
Barbados	549
Cuba	525,841
Dominican Republic	36,870
Haiti	71,054
Jamaica	34,450
Trinidad and Tobago	6,487
Other Caribbean	13,509
Central America:	179,105
Mexico	20,916
Other Central America:	158,189
Costa Rica	5,718
El Salvador	10,966
Guatemala	11,744
Honduras	34,689
Nicaragua	86,108
Panama	7,860
Other Central America	1,104
South America:	196,571
Argentina	16,596
Bolivia	2,981
Brazil	13,078
Chile	9,470
Colombia	81,377
Ecuador	13,447
Guyana	2,791
Peru	27,823
Venezuela	25,376
Other South America	3,632
Northern America:	5,391
Canada	5,386
Other Northern America	5
Born at sea	9

Source: U.S. Census Bureau, Census 2000, Summary File 3, Miami-Dade County Department of Planning and Zoning, Research Section, 2003.

**Population by Age
1970, 1980, 1990 and 2000
Miami-Dade County, Florida**

Age Group	1970		1980		1990		2000	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
00-04	86,172	6.8	94,551	5.8	144,460	7.4	145,752	6.5
05-09	107,062	8.4	101,591	6.3	130,246	6.7	157,871	7.0
10-14	133,205	8.9	111,604	6.9	120,157	6.2	160,754	7.1
15-19	103,050	8.1	136,536	8.4	131,764	6.8	154,989	6.9
20-24	89,329	7.0	133,480	8.2	140,652	7.3	144,721	6.4
25-34	146,344	11.5	240,796	14.8	332,400	17.1	337,433	15.0
35-44	156,572	12.3	192,847	11.9	276,515	14.3	361,966	16.1
45-54	158,402	12.5	187,495	11.5	210,374	10.9	282,766	12.5
55-59	69,635	5.5	91,009	5.6	91,437	4.7	109,141	4.8
60-64	64,804	5.1	80,586	5.0	90,667	4.7	97,417	4.3
65-74	112,368	8.9	149,550	9.2	145,279	7.5	162,257	7.2
75 plus	60,349	4.8	105,736	6.5	123,143	6.4	138,295	6.1
Total	1,267,792	100.0	1,625,781	100.0	1,937,094	100.0	2,253,362	100.0
Median Age	34.2		34.7		34.2		35.6	

Source: U.S. Bureau of the Census. Census of Population, 1970 and 1980 Summary Tape File 1-A; Modified Age/Race/Sex file, 1990. U.S. Census Bureau, Census 2000 Redistricting, Summary File 1. Miami-Dade County Department of Planning and Zoning, 2001.

Population
Under 18 Years and 65 years and over
Miami-Dade County by Municipality
2000

Municipality	Total Persons	Persons Under 18 Years	Percent Under 18 Years	Persons 65 Years and Over	Percent 65 Years and Over
Aventura	25,267	2,564	10.1	8,893	35.2
Bal Harbour	3,305	337	10.2	1,238	37.5
Bay Harbor Island	5,146	924	18.0	1,198	23.3
Biscayne Park	3,269	777	23.8	368	11.3
Coral Gables	42,249	7,352	17.4	6,670	15.8
El Portal	2,505	636	6.6	260	10.4
Florida City	7,843	3,117	39.7	568	7.2
Golden Beach	919	318	34.6	103	11.2
Hialeah	226,419	52,017	23.0	37,679	16.6
Hialeah Gardens	19,297	5,341	27.7	2,029	10.5
Homestead	31,909	10,581	33.2	2,499	7.8
Indian Creek Village	33	6	18.2	6	18.2
Islandia	6	2	33.3	0	0.0
Key Biscayne	10,507	2,547	24.2	1,634	15.6
Medley	1,098	260	23.7	171	15.6
Miami	362,470	78,797	21.7	61,768	17.0
Miami Beach	87,933	11,815	13.4	16,927	19.2
Miami Lakes	22,676	5,699	25.1	2,295	10.1
Miami Shores	10,380	2,332	22.5	1,308	12.6
Miami Springs	13,712	3,134	22.9	2,128	15.5
North Bay Village	6,733	1,132	16.8	815	12.1
North Miami	59,880	16,815	28.1	5,510	9.2
North. Miami Beach	40,786	11,129	27.3	4,611	11.3
Opa-Locka	14,951	5,175	34.6	1,275	8.5
Palmetto Bay	24,253	7,083	29.2	2,287	9.4
Pinecrest	19,055	5,991	31.4	1,951	10.2
South Miami	10,741	2,440	22.7	1,464	13.6
Sunny Isles Beach	15,315	345	2.3	4,931	32.2
Surfside	4,909	798	16.3	1,270	25.9
Sweetwater	14,226	3,445	24.2	1,933	13.6
Virginia Gardens	2,348	541	23.0	317	13.5
West Miami	5,863	1,076	18.4	1,501	25.6
Unincorporated Miami-Dade	1,157,359	314,687	27.2	124,945	10.8
County Total	2,253,362	559,213	24.8	300,552	13.3

Source: U.S. Bureau of the Census, 2000. Census of Population, 2000, Summary File 1. Miami-Dade County Department of Planning and Zoning, Research Section, 2003.

Note: The Town of Miami Lakes (December 2000) and the Village of Palmetto Bay (September 2002) incorporated after the date of the Census, April 1, 2000. They have been classified in this table as municipalities, although they were not incorporated on the date of the Census.

**Marital Status of Persons by Sex
1970, 1980, and 1990**

	1970		1980		1990	
	Male	Female	Male	Female	Male	Female
All Ages	602,084	665,708	767,882	857,899	928,411	1,008,683
15 Years and Over	457,680	526,044	609,828	708,408	727,705	817,759
Single	117,112	104,636	170,960	154,896	233,048	198,967
Married	306,379	312,784	376,763	381,428	388,043	382,305
Widowed	15,327	74,220	18,990	101,838	20,343	104,902
Divorced	18,862	34,404	43,125	70,246	64,612	101,339

-----Percentages-----

15 Years and Over	100	100	100	100	100	100
Single	26	20	28	22	32	24
Married	67	60	62	54	53	46
Widowed	3	14	3	14	3	13
Divorced	4	7	7	10	9	12

Source: U.S. Bureau of the Census, Census of Population, 1970, 1980, 1990, Detailed Population Characteristics.

Note: Figures for 1970 are for persons 14 years and older.

Single parent households
 $\frac{87205}{548493} = 16\%$

**Households and Families by Type
1980, 1990 and 2000**

	1980	1990	2000
Households	609,830	692,355	776,774
Family Households	422,762	481,263	548,493
Married Couple	270,409	342,515	370,898
With Child	127,800	178,296	175,547
No Child	142,609	164,219	195,351
Female Householder	91,508	103,371	133,671
With Child	51,895	64,848	70,316
No Child	39,613	38,523	63,355
Male Householder	N/A	35,377	43,924
With Child	N/A	17,177	16,889
No Child	N/A	18,200	27,035
Non-family 2 or More Person Household	28,825	38,928	47,301
Non-family Male Alone	62,715	72,853	82,474
Non-family Female Alone	95,528	99,311	98,506

Source: U.S. Bureau of the Census, 1980-2000; Census of Population, 1980- 2000, Summary File 1. Miami-Dade County Department of Planning and Zoning, Research Section, 2001

**Land Area and Population Per Square Mile
Miami-Dade County by Municipality, 2000**

Municipality	Population 2000	Land Area in Square Miles	Population / Square Mile
Aventura	25,267	3.2	7,896
Bal Harbour	3,305	0.3	11,017
Bay Harbor Island	5,146	0.4	12,865
Biscayne Park	3,269	0.6	5,448
Coral Gables	42,249	11.8	3,580
El Portal	2,505	0.4	6,263
Florida City	7,843	2.5	3,137
Golden Beach	919	0.4	2,298
Hialeah	226,419	19.2	11,793
Hialeah Gardens	19,297	2.5	7,719
Homestead	31,909	14.3	2,231
Indian Creek Village	33	0.4	83
Islandia	6	6.1	1
Key Biscayne	10,507	1.4	7,505
Medley	1,098	3.5	314
Miami	362,470	35.6	10,182
Miami Beach	87,933	7.3	12,046
Miami Lakes	22,676	6.6	3,436
Miami Shores	10,380	2.5	4,152
Miami Springs	13,712	2.9	4,728
North Bay Village	6,733	0.3	22,443
North Miami	59,880	8.4	7,129
North. Miami Beach	40,786	5.0	8,157
Opa-Locka	14,951	4.3	3,477
Palmetto Bay	24,253	8.7	2,788
Pinecrest	19,055	6.7	2,844
South Miami	10,741	2.3	4,670
Sunny Isles Beach	15,315	1.7	9,009
Surfside	4,909	0.5	9,818
Sweetwater	14,226	0.8	17,783
Virginia Gardens	2,348	0.3	7,827
West Miami	5,863	0.7	8,376
Unincorporated Miami-Dade	1,157,359	1,782.9	649
County Total	2,253,362	1,944.5	1,159

Source: U.S. Census Bureau, Census 2000 Redistricting (Public Law 94-171) Summary File, Miami-Dade County Department of Planning and Zoning, Research Section, 2003.

Note: Key Biscayne incorporated in June, 1991. Aventura incorporated in November, 1995. Pinecrest incorporated in March, 1996. Sunny Isles Beach incorporated in June, 1997. The Town of Miami Lakes (December 2000) and the Village of Palmetto Bay (September 2002) incorporated after the date of the Census, April 1, 2000. They have been classified in this table as municipalities, although they were not incorporated on the date of the Census.

Miami-Dade County Public Schools
Enrollment by Grade
1996-97, 1997-98, 1998-99, 1999-00, 2000-01, 2001-02

School Centers	1996-97	1997-98	1998-99	1999-00	2000-01	2001-02
Elementary	202	201	201	201	203	205
Junior High/Middle	49	52	51	51	52	53
Senior High	31	31	32	33	35	35
Alternative/Specialized	18	18	25	45	35	40
Total:	300	302	309	330	325	333

School Enrollment						
Exceptional Education	49,692	53,353	57,908	62,330	63,900	66,093

Basic Education						
Pre-Kindergarten	9,215	9,188	9,310	9,599	9,432	9,895
Kindergarten	26,369	25,719	25,615	25,703	25,405	25,411
First Grade	28,142	27,785	27,370	27,307	27,564	27,286
Second Grade	27,743	28,577	28,308	28,003	27,942	28,167
Third Grade	27,275	27,982	28,866	28,801	28,739	28,629
Fourth Grade	26,850	27,402	28,204	29,064	29,037	28,979
Fifth Grade	26,674	26,844	27,518	28,449	29,355	29,364
Sixth Grade	27,039	27,291	27,900	28,690	29,673	30,729
Seventh Grade	26,928	27,178	27,514	28,064	29,189	30,051
Eighth Grade	26,176	26,003	26,292	26,868	28,227	29,326
Ninth Grade	29,450	32,252	32,545	31,379	35,624	36,095
Tenth Grade	24,530	25,542	27,025	29,147	26,142	27,899
Eleventh Grade	18,536	19,018	19,832	21,881	23,799	23,080
Twelve Grade	15,948	15,080	16,316	17,247	18,315	20,264
Total:	340,875	345,861	352,615	360,202	368,443	375,175

Source: Miami-Dade County Public Schools, Office of Evaluation and Research, 2002. For more information call (305) 995-7503

**Educational Attainment by
Race and Hispanic Origin
Persons 25 Years Old and Over
1970, 1980, 1990, and 2000**

Total Persons	1970	1980	1990	2000
Elementary School	217,742	244,220	228,426	219,066
High School: 1-3 years	133,541	133,217	219,856	260,287
High School Graduate	226,859	319,093	296,444	332,997
College: 1-3 years	89,693	176,107	296,109	262,157
College Graduates	46,972	175,786	240,460	417,282
Total	714,807	1,048,423	1,281,295	1,491,789
Blacks				
Elementary School	36,522	38,890	39,036	31,283
High School: 1-3 years	21,042	28,239	56,355	61,273
High School Graduate	16,680	36,479	54,160	68,799
College: 1-3 Years	3,804	18,494	45,598	46,194
College Graduates	3,459	11,132	21,409	44,615
Total	81,507	133,234	216,558	252,164
Hispanics				
Elementary School	73,930	135,068	171,156	176,576
High School: 1-3 years	19,901	37,158	118,069	172,734
High School Graduate	43,514	95,263	130,078	190,481
College: 1-3 Years	17,146	52,783	133,747	144,611
College Graduates	17,211	50,369	91,081	216,164
Total	171,702	370,641	644,131	900,566

Source: U.S. Census Bureau, Census 2000 Summary Tape File 3, Census of Population 1970, 1980, 1990, and 2000, General Social and Economic Characteristics, Miami-Dade's County of General Social and Economic Characteristics, Miami-Dade County's Department of Planning and Zoning, 2003.

Housing Units
1960, 1970, 1980, 1990 and 2000
Miami-Dade County, Florida by Municipality

Municipality	1960	1970	1980	1990	2000
Aventura	-----	-----	-----	12,829	20,020
Bal Harbour	297	1,777	2,647	2,797	3,150
Bay Harbor Island	1,801	2,816	3,113	3,179	3,103
Biscayne Park	1,204	1,113	1,359	1,338	1,341
Coral Gables	12,609	15,026	17,669	16,561	17,849
El Portal	826	896	1,064	1,049	878
Florida City	1,321	1,458	2,186	2,045	2,541
Golden Beach	169	342	276	302	341
Hialeah	20,564	31,727	50,230	62,187	72,142
Hialeah Gardens	70	238	1,311	2,883	5,848
Homestead	3,299	4,901	8,812	10,775	11,162
Indian Creek Village	20	25	38	30	38
Islandia	-----	5	9	7	5
Key Biscayne	1,050	2,059	5,645	5,724	6,378
Medley	46	151	311	335	387
Miami	120,017	125,278	145,762	144,550	148,388
Miami Beach	38,608	51,856	64,561	62,413	59,723
Miami Lakes	-----	-----	-----	9,016	9,000
Miami Shores	-----	-----	9,244	10,084	3,836
Miami Springs	3,908	4,925	5,345	5,342	5,286
North Bay Village	1,148	2,657	2,963	3,401	3,450
North Miami	10,419	14,247	20,533	22,107	22,281
North. Miami Beach	7,829	12,603	17,000	15,821	15,350
Opa-locka	3,191	3,882	5,667	5,709	5,407
Palmetto Bay	-----	-----	-----	-----	8,078
Pinecrest	-----	-----	-----	5,722	6,403
South Miami	3,047	7,325	4,508	4,346	4,457
Sunny Isles Beach	-----	-----	-----	11,772	12,946
Surfside	2,151	2,288	2,441	2,814	3,059
Sweetwater	264	1,083	2,610	4,145	4,353
Virginia Gardens	643	920	917	913	925
West Miami	1,771	2,023	2,186	2,082	2,112
Unincorporated Miami-Dade	112,674	162,287	286,975	339,010	392,041
County Total	348,946	453,908	665,382	771,288	852,278

Source: U.S. Bureau of the Census, Census of Housing, 1960, 1970, 1980, 1990, General Housing Characteristics. Census of Population and Housing, 2000: Summary File PL-94-171.

Note: Key Biscayne incorporated in June, 1991. Aventura incorporated in November, 1995. Pinecrest incorporated in March, 1996. Sunny Isles Beach incorporated in June, 1997. The Town of Miami Lakes (December 2000) and the Village of Palmetto Bay (September 2002) incorporated after the date of the Census, April 1, 2000. They have been classified in this table as municipalities, although they were not incorporated on the date of the Census.

**Selected Housing Characteristics
1960, 1970, 1980, 1990 and 2000
Miami-Dade County, Florida**

Housing Characteristics	1960	1970	1980	1990	2000
Total Housing Stock	348,946	453,908	665,382	771,288	852,278
Occupied Units	308,325	428,026	609,830	692,355	776,774
Owner Occupied	183,171	231,529	332,527	375,912	449,325
Renter Occupied	125,154	196,497	277,303	316,443	327,449
<u>Persons Per HH</u>	3.00	2.91	2.63	2.75	<u>2.84</u>
Vacant	40,621	25,882	55,552	78,933	75,504
Vacancy Rate	11.6	5.7	8.3	10.2	8.9
Single Family	251,357	287,095	363,982	426,959	NA
Multi-Family	97,097	163,024	299,811	333,598	NA

Source: U.S. Bureau of the Census, Census of Housing, 1960, 1970, 1980 and 1990, General Housing Characteristics. Census 2000, Summary File 1, Florida.

Structural type tabulations prior to 1990 were derived from sample data and may not sum to complete-count totals. Single family units include 1-unit detached and attached structures, duplexes, and mobile homes or trailers.

Home Sales
Single Family 1980-2002

Year	Used	Average Price	New	Average Price
1980	22,449	\$74,418	8,218	\$81,144
1981	18,208	\$78,666	4,604	\$110,531
1982	13,282	\$85,152	2,522	\$105,511
1983	18,252	\$85,789	4,547	\$93,353
1984	19,149	\$86,024	5,119	\$91,815
1985	19,720	\$88,718	4,961	\$90,037
1986	21,719	\$92,523	5,470	\$91,133
1987	23,562	\$93,932	7,022	\$96,669
1988	23,770	\$100,160	7,405	\$102,636
1989	22,904	\$105,119	7,810	\$112,213
1990	20,482	\$106,966	6,128	\$120,699
1991	18,922	\$109,708	4,557	\$128,700
1992	19,912	\$111,639	3,697	\$128,474
1993	24,947	\$119,133	4,688	\$131,061
1994	23,448	\$123,551	5,404	\$130,295
1995	21,779	\$126,115	4,448	\$139,910
1996	22,465	\$130,427	4,967	\$144,444
1997	22,996	\$136,637	5,034	\$155,544
1998	24,868	\$145,933	4,752	\$152,181
1999	27,967	\$153,139	4,565	\$166,410
2000	30,338	\$163,196	4,262	\$188,728
2001	31,791	\$177,687	4,472	\$218,965
2002	25,294	\$198,550	3,234	\$233,847

Condominiums 1980-2002*

Year	Used	Average Price	New	Average Price
1980	6,916	\$77,502	12,532	\$72,622
1981	5,003	\$86,392	8,496	\$89,180
1982	3,554	\$83,227	5,360	\$112,604
1983	5,659	\$79,286	5,446	\$89,791
1984	5,819	\$74,740	5,661	\$72,316
1985	6,446	\$71,580	4,910	\$69,860
1986	7,896	\$70,885	4,659	\$78,022
1987	9,445	\$69,208	4,702	\$87,990
1988	9,826	\$70,537	4,318	\$99,887
1989	9,771	\$76,653	4,224	\$118,184
1990	9,674	\$75,054	4,240	\$149,982
1991	9,800	\$78,908	3,325	\$162,752
1992	10,142	\$80,787	2,770	\$141,052
1993	13,099	\$82,057	3,204	\$141,069
1994	13,322	\$85,587	3,333	\$130,545
1995	11,856	\$86,939	4,504	\$143,427
1996	12,334	\$89,562	4,718	\$185,780
1997	12,356	\$98,396	4,460	\$199,332
1998	13,570	\$104,649	4,493	\$223,200
1999	15,205	\$116,394	4,767	\$231,670
2000	16,746	\$133,136	4,737	\$214,361
2001	17,705	\$143,753	5,974	\$243,769
2002	14,754	\$164,091	3,919	\$254,365

Source: Courthouse records as compiled by appraisal and Real Estate Economics Associates, Inc., Miami, Florida, 2001.

Note: 2002 Home Sales and Condominium Counts are for sales made through the month of September.

For more information contact A.R.E.E.A. at 305-670-0001.

**New Residential Construction
Miami-Dade County, Florida
(Thousands)
1980-1998**

Year	All Housing Units			Single-Family Units		
	Authorized	Started	Completed	Authorized	Started	Completed
1980	21.4	16.8	15.8	6.2	6.0	7.4
1981	15.0	16.2	16.6	4.2	4.4	6.0
1982	8.4	5.6	11.4	2.3	1.6	2.7
1983	12.9	11.9	9.7	5.3	5.3	3.7
1984	15.5	13.2	12.6	6.2	5.5	5.5
1985	14.9	14.3	14.1	5.7	5.9	5.2
1986	17.5	16.4	14.6	6.9	6.3	6.1
1987	16.0	15.7	17.1	7.0	7.3	6.9
1988	17.3	16.9	14.7	8.2	8.2	7.0
1989	18.5	16.5	15.9	8.5	7.8	8.0
1990	10.9	10.5	13.0	5.1	5.2	6.9
1991	7.5	7.7	9.8	4.2	4.4	4.4
1992	8.3	8.3	8.1	5.5	5.2	4.5
1993	9.0	7.9	8.7	5.8	5.7	5.6
1994	11.3	10.8	8.7	6.1	6.1	5.6
1995	14.7	12.0	9.5	7.3	5.6	5.2
1996	6.6	8.8	9.8	3.8	5.2	5.3
1997	9.7	10.0	10.0	5.1	5.5	5.9
1998	10.9	9.9	10.1	5.4	5.3	4.9

Source: U.S. Department of Commerce, Bureau of the Census and U.S. Department of Housing and Urban Development, Construction Reports, New Residential Construction in Selected Metropolitan Statistical Areas (Washington D.C.: Government Printing Office, various years).

Note: New Residential Construction data discontinued after 1998.

**Non Agricultural Employment by Industry
and Labor Force Status
Miami-Dade County, Florida
1996 - 2002**

Industry	1996	1997	1998	1999	2000	2001	2002
Total Nonagricultural Employment	937,800	961,700	975,900	987,000	1,016,100	1,033,100	1,017,800
Construction	35,000	33,800	33,700	34,800	37,500	36,600	40,300
Manufacturing	77,100	75,500	72,900	70,300	68,800	64,000	57,100
Transportation and Public Utilities	80,100	83,300	86,200	89,400	92,400	95,600	99,000
Trade	247,700	253,300	256,200	258,800	261,000	265,800	191,100
Finance, Insurance and Real Estate	66,400	67,200	66,900	66,400	66,600	67,300	66,200
Service and Mining	299,400	313,100	322,500	329,300	346,800	354,600	414,300
Government	132,100	135,400	137,500	138,000	143,000	149,200	149,800
Civilian Labor Force	1,029,723	1,045,835	1,042,681	1,044,723	1,048,600	1,080,432	1,120,950
Unemployment	75,134	74,226	975,701	60,585	55,586	74,622	86,527
Unemployment Rate	7.3%	7.1%	6.4%	5.8%	5.3%	6.9%	7.7%

Source: Florida Agency for Workforce Innovation, Office of Workforce Information Services, Labor Market Statistics, in Cooperation with the U.S. Department of Labor, Bureau of Labor Statistics. CES Program, Annual Average Employment 1996-2002.

Data are Annual Averages for each year. Data for 1996-1998 revised as of March, 15 months later. Data for 1999 & 2000 revised as of March 2001.

**Number of Employees, Establishments
and Annual Payroll by Industry, Miami-Dade County
2000**

Industry	Number Of Employees for Week Including March 12	Annual Payroll (\$1,000)	Number Of Establishments
Forestry, Fishing Hunting, & Agriculture Support	500 to 999	(D)	41
Mining	250 to 499	(D)	19
Utilities	2,500 to 4,999	(D)	27
Construction	35,534	1,136,059	3,740
Manufacturing	59,555	1,676,979	2,735
Wholesale Trade	74,361	2,784,414	8,545
Retail Trade	115,010	2,343,048	9,650
Transportation & Warehousing	70,327	2,302,790	2,502
Information	24,910	1,250,284	1,261
Finance & Insurance	43,061	2,318,628	3,766
Real Estate & Rental & Leasing	19,808	607,226	3,607
Professional, Scientific & Technical Services	53,330	2,808,495	8,631
Management of Companies & Enterprises	16,306	1,000,767	283
Administrative Support, Waste Management Remediation Services	72,802	1,630,986	3,512
Educational Services	22,737	755,314	590
Health Care & Social Assistance	101,404	3,192,879	6,450
Arts, Entertainment & Recreation	10,141	269,141	741
Accommodation & Food Services	78,818	1,144,450	3,694
Other Services (Except Public Administration)	37,538	784,879	5,732
Auxiliaries (Except Corporate, Subsidiary & Regional Management)	11,718	636,288	72
Unclassified Establishment	1,282	43,183	911
Total	854,389	26,994,183	66,509

Source: U.S. Department of Commerce, Economics and Statistics Administration, U.S. Census Bureau, County Business Patterns, 2000. CBP/00-11, May 2002.

**Miami-Dade County's Ten
Largest Private Employers**

Rank 2002	Rank 2000-01	Company Name	Employees 2000-2001	Employees 2002
1	1	American Airlines	9,000	9,000
2	3	University of Miami	8,000	7,800
3	4	Baptist Health Systems of South Florida	7,500	7,500
4	2	Precision Response Corporation	8,000	4,346
5	5	Bellsouth	4,240	4,240
6	13	MasTec	2,400	4,000
7	6	Publix Super Markets	4,000	4,000
8	11	Royal Caribbean International/Celebrity Cruise	2,500	4,000
9	7	Florida Power & Light Company	3,823	3,823
10	8	Mount Sinai Medical Center	2,868	3,300

Source: The Beacon Council, Research Department, 2002.

**Miami-Dade County's Ten
Largest Public Employers**

Rank 2002	Rank 2000-01	Company Name	Employees 2000-2001	Employees 2002
1	1	Miami-Dade County Public Schools	35,469	37,500
2	2	Miami-Dade County Government	30,000	30,000
3	4	Florida State Government	18,100	19,958
4	3	Federal Government	18,276	18,416
5	5	Jackson Memorial Hospital	8,191	10,000
6	6	City of Miami	3,400	3,400
7	7	Florida International University	2,591	2,591
8	8	Miami-Dade Community College	2,345	2,400
9	9	Veterans Administration Hospital	2,000	2,000
10	10	City of Miami Beach	1,702	1,702

Source: The Beacon Council, Research Department, 2002.

**Miami-Dade County's
Ten Largest
Manufacturing Firms**

Rank 2003	Rank 2000	Company Name	Employees 2000	Employees 2003
1	2	Beckman Coulter Corporation	2,000	2,000
2	1	Miami Herald Publishing Company	2,108	1,800
3	3	Cordis Corporation	1,800	1,800
4	4	Goodwill Industries of South Florida	1,100	1,320
5	6	STS Apparel Corporation of Miami	700	700
6	7	Gator Industries Inc.	500	500
7	8	Perko, Inc.	500	500
8	N/A	Trends Clothing Corporation	400	450
9	5	Avanti/Case-Hoyt	850	400
10	10	Joy Athletic Corporation	400	400

Source: The Beacon Council, Research Department, 2000 and 2003

**Employment by Occupation
Miami-Dade County
1970, 1980, and 1990**

Occupation	1970	1980	1990
Professional, Technical, and Kindred Workers	68,666	103,456	138,971
Management and Administrators, Except Farm	46,785	91,567	112,004
Sales Workers	44,810	88,136	122,139
Clerical and Kindred Workers	102,015	145,265	161,460
Craftsmen, Foremen, and Kindred Workers	69,745	86,730	96,072
Operatives, Except Transport	53,778	53,629	50,336
Transport Equipment Operatives	18,209	26,935	35,835
Laborers, Except Farm	24,597	31,064	35,667
Farm Workers	4,804	11,257	14,894
Service Workers	67,770	97,840	125,691
Private Household Workers	11,985	6,753	8,759
Total	513,164	742,632	901,828

Source: U.S. Bureau of the Census, Census of Population, 1970, 1980, and 1990, Summary Tape File 3-A.

Note: Occupational titles differ somewhat between census years but groupings as shown are not seriously affected.

**Employment by Industry
Miami-Dade County
1970, 1980, and 1990**

Industry	1970	1980	1990
Agriculture, Forestry, Fisheries, and Mining	9,682	13,708	16,926
Construction	35,648	47,414	57,017
Manufacturing	75,763	106,607	102,372
Transportation, Communications and Public Utilities	56,202	80,804	88,273
Wholesale Trade	26,788	42,254	57,029
Retail Trade	93,600	130,509	157,772
Finance, Insurance, and Real Estate	33,816	58,761	74,499
Business & Repair Services	23,191	24,759	53,884
Personal Entertainment and Recreation Services	42,186	43,270	60,317
Professional and Related Services	83,565	140,344	197,100
Public Administration	N/A	31,959	36,189
Total	480,441	720,389	901,378

Source: U.S. Bureau of the Census, Census of Population and Housing: 1970, Census Tract, Final Report PHC (1)-129 Miami, Florida, SMSA; and Census of Population, 1980 and 1990, Summary Tape File 3-A.

**Employment By Occupation
Miami-Dade County
2000**

Occupation	2000	Male	Female
Management, Professional and Related Occupations	122,751	72,073	50,678
Professional and Related Occupations	155,228	69,596	85,632
Service Occupations	155,842	72,505	83,337
Sales and Office Occupations	285,279	110,059	175,220
Farming, Fishing, and Forestry Occupations	5,427	3,688	1,739
Construction, Extration, and Maintenance Occupations	87,382	84,593	2,789
Production, Transportation, and Material Moving Occupations	109,299	81,010	28,289
Total	921,208	493,524	427,684

Source: U.S. Bureau of the Census, Census of Population 2000, Summary File 3.

Note: Classifications were substantially changed between census years 1990 and 2000 and groupings are not comparable. Adjusted tables will be published at a later date.

**Employment by Industry
Miami-Dade County, Florida
2000**

Industry	2000
Agriculture, Forestry, Fisheries, and Mining	6,635
Construction	63,135
Manufacturing	65,041
Transportation, Communications, and Public Utilities	69,072
Wholesale Trade	55,398
Retail Trade	113,333
Finance, Insurance, and Real Estate	73,893
Business & Repair Services	N/A
Personal Entertainment and Recreation Services	84,129
Professional and Related Services	106,641
Information	28,890
Educational, Health and Social Services	165,357
Other Services (Except Public Administration)	51,737
Public Administration	37,947
Total	921,208

Source: U.S. Census Bureau, Census 2000, Summary File 3.

Note: Classifications were substantially changed between census years 1990 and 2000 and groupings are not comparable. Adjusted tables will be published at a later date.

**Personal Income by Major Source
and Earnings by Broad Industrial Sector
Selected Years
Miami-Dade County, Florida
(000)**

	1979	1989	1999	2000
Total Personal Income (a)	\$15,041,558	\$34,200,762	\$53,810,771	\$57,355,934
Total Earnings (b)	11,543,820	25,648,565	41,517,600	44,356,341
Wage and Salaries	9,402,609	20,875,233	33,502,834	35,799,633
Other Labor Income	1,089,619	2,683,719	3,901,067	4,063,922
Proprietors Income ©	1,051,592	2,089,613	4,113,699	4,492,786
Dividends, Interest, and Rent (d)	3,274,869	8,551,889	10,328,493	10,525,312
Transfer Payment	1,827,325	4,318,380	9,146,437	9,724,630
Less: Personal Contributions for Social Insurance (e)	558,209	1,553,603	2,539,925	2,666,458
Plus: Residence Adjustment	(1,046,247)	(2,764,469)	(4,641,834)	(4,582,921)
Total Earnings (b)	11,543,820	25,648,565	41,517,600	44,356,341
Farm Earnings	44,933	200,902	229,014	246,022
Non-farm Earnings	11,498,887	25,447,663	41,288,586	44,110,319
Private	9,859,040	21,246,020	34,528,570	37,038,946
Agricultural Service and Others	47,768	126,153	183,872	193,172
Mining	46,714	41,776	24,549	52,162
Construction	654,156	1,215,740	1,487,906	1,664,554
Manufacturing	1,289,129	2,216,588	2,523,023	2,502,117
Transportation and Public Utilities	1,583,639	2,408,552	4,229,030	4,525,541
Wholesale Trade	1,087,908	2,322,816	3,933,269	4,195,615
Retail Trade	1,385,315	2,795,431	4,001,077	4,201,882
Finance, Ins., and Real Estate	878,275	2,372,811	4,575,092	5,024,210
Services	2,888,136	7,746,153	13,570,752	14,679,693
Government	1,639,847	4,201,643	6,760,016	7,071,373

Source: U.S. Department of Commerce, Bureau of Economic Analysis, Regional Economic Information system. 1979-2000, May 2002.

(a) By place of residence.

(b) By place of work. Earnings consist of wage and salary disbursements, other labor income, and proprietor's income.

(c) Includes the inventory valuation and capital consumption adjustments for Non-farm Proprietors.

(d) Includes the capital consumption adjustment for rental income of persons.

(e) Included in earnings but excluded from personal income.

**Income Distribution
Families and Households
1979, 1989, and 1999**

Income Range	1979		1989		1999	
	Families	Households	Families	Households	Families	Households
Less than \$10,000	101,275	199,375	64,710	133,212	50,303	107,901
\$10,000 to \$14,999	65,564	94,822	43,142	66,434	37,093	58,409
\$15,000 to \$24,999	114,520	148,212	85,548	122,785	79,544	111,649
\$25,000 to \$34,999	69,503	81,587	76,174	104,118	73,953	100,833
\$35,000 to \$49,999	42,800	49,040	84,266	108,950	91,092	121,780
\$50,000 or More	32,858	38,201	131,193	156,738	220,499	276,806
Total:	426,520	611,237	485,033	692,237	552,484	777,378
Median Income	\$18,642	\$15,571	\$31,113	\$26,900	\$40,260	\$35,966
Mean Income	\$23,472	\$20,402	\$42,783	\$37,903	\$57,886	\$52,753
Below Poverty Level	50,555	N/A	68,679	121,979	80,108	140,569
Percent Distribution						
Less than \$10,000	23.7	32.6	13.3	19.2	9.1	13.9
\$10,000 to \$14,999	15.4	15.5	8.9	9.6	6.7	7.5
\$15,000 to \$24,999	26.8	24.2	17.6	17.7	14.4	14.4
\$25,000 to \$34,999	16.3	13.3	15.7	15.0	13.4	13.0
\$35,000 to \$49,999	10.0	8.0	17.4	15.7	16.5	15.7
\$50,000 or More	7.7	6.2	27.0	22.6	39.9	35.6
Total:	100.0	100.0	100.0	100.0	100.0	100.0
Below Poverty Level	11.9	N/A	14.2	17.6	14.5	18.1

Source: U.S. Census Bureau, Census of Population, 1980 and 1990, Summary Tape File 3a; 2000, Summary File 3.

Per Capita Personal Income 1981 - 2000
(Current \$)

Year	United States	Southeast	Florida	Miami PMSA
1981	11,280	9,705	11,195	11,424
1982	11,901	10,259	11,789	11,999
1983	12,554	10,911	12,637	12,687
1984	13,824	12,060	13,764	13,651
1985	14,705	12,864	14,705	14,430
1986	15,397	13,517	15,423	14,949
1987	16,284	14,345	16,415	15,977
1988	17,403	15,393	17,593	16,780
1989	18,566	16,495	19,045	17,916
1990	19,572	17,395	19,832	18,605
1991	20,023	17,901	20,068	18,691
1992	20,960	18,753	20,441	17,570
1993	21,539	19,487	21,320	20,164
1994	22,340	20,290	21,905	20,552
1995	23,255	21,147	22,942	21,361
1996	24,270	22,038	23,909	22,023
1997	25,412	22,986	24,869	22,740
1998	26,893	24,242	26,161	23,935
1999	27,843	24,944	26,593	24,492
2000	29,469	26,194	27,764	25,320

Source: U.S. Department of Commerce, Economics and Statistics Administration, Bureau of Economic Analysis. Regional Economic Information System. 1969-2000. May 2002. Survey of Current Business, May 2002.

**Telephones
(Residential Access Lines)
1972-2000**

Year	Residential Lines
1972	472,701
1973	457,013
1974	488,642
1975	499,744
1976	503,618
1977	513,520
1978	526,062
1980	571,637
1981	596,218
1982	611,234
1983	617,655
1984	620,468
1985	632,561
1986	646,404
1987	707,340
1988	724,146
1989	745,528
1990	765,947
1991	785,616
1992	789,040
1993	820,690
1994	850,102
1995	876,277
1996	900,449
1997	939,385
1998	959,200
1998	969,845
1999	994,745
2000	1,012,493

Source: Bell South, Miami, Florida, 2000.
 Figures do not include service provided by other companies. For more information please call: Mr. Patrick Childs, BellSouth at (404) 927-2080.

**Electric Customers
1972-2002**

Year	Total Customers	Commercial Customers
1972	518,406	43,882
1973	540,709	52,009
1974	557,017	52,594
1975	565,093	53,928
1976	579,932	55,774
1977	598,476	57,635
1978	619,086	60,053
1979	638,580	62,420
1980	656,302	65,118
1981	666,576	67,735
1982	675,636	70,326
1983	690,854	73,733
1984	700,156	76,843
1985	715,834	80,018
1986	734,894	83,524
1987	765,611	88,500
1988	773,277	89,265
1989	790,414	91,544
1990	805,656	93,518
1991	816,245	95,481
1992	816,213	97,007
1993	830,189	98,055
1994	839,872	99,361
1995	849,876	100,701
1996	858,103	102,026
1997	866,912	103,356
1998	874,130	103,545
1999	887,657	104,428
2000	902,987	106,435
2001	911,191	107,970
2002	926,535	109,308

Source: Florida Power and Light Company, Miami, Florida. Number of Customers in December of each year.

For additional information please contact Mr. Eloy Villasuso, Florida Power and Light Company at: 305-552-2549.

**Motor Vehicle License Tags
1973 - 2001**

Year	All Vehicles	Passenger Vehicles
1973-74	1,012,724	815,147
1974-75	1,040,047	838,036
1975-76	1,308,216	843,124
1976-77	1,751,965	1,197,046
1977-78	1,394,579	922,829
1978-79	1,287,053	939,818
1980-81	1,288,067	1,019,642
1981-82	1,288,844	1,001,638
1982-83	1,453,991	1,132,284
1983-84	1,470,024	1,140,366
1984-85	1,589,173	1,231,195
1985-86	1,608,982	1,239,411
1986-87	1,681,087	1,306,743
1987-88	1,746,834	1,336,087
1988-89	1,753,322	1,342,816
1989-90	1,804,221	1,362,823
1990-91	1,978,169	1,215,315
1991-92	2,272,812	1,243,783
1992-93	2,284,759	1,172,260
1993-94	2,274,404	1,176,754
1994-95	2,204,356	1,164,304
1995-96	2,426,683	1,286,815
1996-97	2,421,725	1,304,411
1997-98	2,401,647	1,269,501
1998-99	2,392,339	1,290,001
1999-00	2,420,074	1,305,357
2000-01	2,533,220	1,481,239

Source: State of Florida, Department of Highway Safety and Motor Vehicles, Tag and Revenue Report, Tallahassee, Florida, published annually. 1975-78, Miami-Dade County Auto Tag Agency estimate.

Note: Decrease in passenger vehicles for the years 1992-1995 is due to the effects of Hurricane Andrew as well as an increase in tags for jeeps and small trucks not classified as passenger cars.

**Passengers and Cargo- Port of Miami
and Miami International Airport
1971-2002**

Year	Port of Miami Passengers	Cargo Tonnage	Miami International Airport Passengers	Freight Tonnage
1971	685,990	-----	11,176,739	-----
1972	678,397	-----	12,266,378	-----
1973	851,164	-----	12,722,239	-----
1974	728,201	-----	12,443,885	-----
1975	804,926	-----	12,068,118	372,727
1976	1,029,687	1,540,000	12,884,153	403,896
1977	947,093	1,710,000	13,736,483	493,999
1978	982,275	1,922,864	16,500,738	513,296
1979	1,328,816	2,251,958	19,627,851	533,622
1980	1,546,230	2,485,791	20,506,760	567,914
1981	1,547,137	2,760,000	19,848,593	589,582
1982	1,760,255	2,665,921	19,387,619	576,367
1983	2,002,654	2,305,645	19,321,718	541,734
1984	2,217,065	2,287,281	19,328,057	511,480
1985	2,326,685	2,333,026	19,853,352	510,164
1986	2,520,571	2,406,084	21,947,368	553,123
1987	2,633,041	2,425,937	23,966,825	619,135
1988	2,502,411	2,602,556	24,525,302	757,217
1989	3,100,055	3,206,417	23,385,010	818,978
1990	2,734,816	3,590,937	25,837,445	966,443
1991	2,928,532	3,882,284	26,591,415	902,767
1992	3,095,487	4,596,481	26,483,717	1,037,599
1993	3,049,838	5,264,795	28,660,396	1,221,712
1994	2,967,081	5,574,242	30,203,269	1,390,067
1995	2,974,703	5,840,815	33,235,658	1,668,308
1996	3,052,450	5,859,538	33,504,579	1,799,511
1997	3,191,885	7,078,028	34,533,268	1,855,922
1998	2,960,264	7,199,531	33,935,491	1,885,229
1999	3,112,355	6,930,372	33,899,332	1,727,353
2000	3,364,643	7,804,946	33,621,273	1,717,511
2001	3,391,091	8,247,004	31,668,450	1,729,052
2002	3,642,990	8,681,735	30,060,241	1,747,399

Source: Office of the Port Director, Port of Miami, Operating Statistics 1950-1975. Miami-Dade County Seaport Department, Performance (Statistical) Report, Fiscal Year Reports, 1976-2002. Miami-Dade County Aviation Department, Miami International Airport Traffic Report, 1971-2002.

Florida Price Level 1981-2001

Year	Weighted State Average	Miami-Dade County	Rank Among Counties
1981	100.0	107.67	2
1982	100.0	106.18	2
1983	100.0	105.97	2
1984	100.0	105.82	2
1985	100.0	104.24	4
1986	100.0	103.80	2
1987	100.0	106.56	3
1988	100.0	107.10	3
1989	100.0	107.38	2
1990	100.0	105.06	3
1991	100.0	107.98	2
1992	100.0	106.66	2
1993	100.0	108.93	2
1994	100.0	108.60	2
1995	100.0	106.78	2
1996	100.0	107.13	2
1997	100.0	107.23	2
1998	100.0	106.28	2
1999	100.0	106.84	3
2000	100.0	106.42	4
2001	100.0	107.10	2

Source: Office of Planning and Budgeting, State of Florida, Florida Price Level Index. Tallahassee, Florida, 1981-2000 and Florida Statistical Abstract, 2002.

Note: Table shows comparative price level differentials for Miami-Dade County among the counties of the State of Florida.

**Miami CMSA
Consumer Price Index
1977-2002**

Year	Annual Average of CPI-u Index- Miami (1982-1984=100) Unadjusted	CPI-U Percent Change to Current Year From Year Ago
1977	62.1	
1978	64.7	4.2
1979	70.9	9.6
1980	80.9	14.1
1981	90.1	11.4
1982	96.7	7.3
1983	99.8	3.2
1984	103.5	3.7
1985	106.5	2.9
1986	108.0	1.4
1987	111.8	3.5
1988	116.6	4.3
1989	121.4	4.1
1990	127.7	5.2
1991	132.2	3.5
1992	134.4	1.7
1993	139.0	3.4
1994	143.4	3.2
1995	148.7	3.7
1996	153.4	3.2
1997	158.4	3.3
1998	160.6	1.4
1999	162.6	1.2
2000	168.1	3.4
2001	173.0	2.9
2002	175.5	1.4

Source: Bureau of Labor Statistics, U.S. Department of Labor, 1977-2002. Computations by Miami-Dade County, Department of Planning and Zoning, Research Section, 2003.

Note: CPI-U: Consumer Price Index for all Urban Consumers.

**Cost of Living Comparisons for Selected
U.S. Markets
Second Quarter 2000**

Area	All - Items Index
New York (Manhattan), NY	232.0
Boston, MA	134.1
Los Angeles, CA	125.5
Washington, D.C.	123.4
Philadelphia, PA	118.7
Cleveland, OH	112.1
Miami, FL	106.4
Minneapolis-St. Paul, MN	104.2
Phoenix, AZ	103.3
Atlanta, GA	102.9
Dallas, TX	100.6
Baltimore, MD	97.0

Source: American Chamber of Commerce
Researchers Association, Cost of Living
Index, Second Quarter 2000.

Millages Applicable to Property Tax Assessments

This chart shows in dollars and cents the amount paid to each taxing body for every \$1,000 of assessed value. Refer to "Mill Code" on this chart to determine rates applicable. Where street lighting and improvement districts are involved, the code number identifying the district is shown on your Tax Bill.

Source: Miami-Dade Property Appraiser, 2003.

For additional information contact the Miami-Dade County Property Appraiser at 305-375-4099.

**Miami-Dade County Hospitals and Licensed Beds
2003**

	Hospital	Beds
1	Anne Bates Leach Eye Hospital	100
2	Aventura Hospital and Medical Center	407
3	Baptist Hospital of Miami	551
4	Cedars Medical Center	560
5	Coral Gables Hospital	273
6	Douglas Gardens Hospital	32
7	HealthSouth Doctors' Hospital	281
8	HealthSouth Rehabilitation Hospital	60
9	Hialeah Hospital	378
10	Homestead Hospital	120
11	Jackson Memorial Hospital	1,498
12	Jackson Memorial Hospital - North	60
13	Jackson South Community Hospital	199
14	Kendall Medical Center	412
15	Kindred Hospital - South Florida	53
16	Larkin Community Hospital	122
17	Meadowbrook Rehabilitation Hospital of West Gables	60
18	Mercy Hospital	512
19	Miami Children's Hospital	268
20	Mount Sinai Medical Center	701
21	Mount Sinai Medical Center/Miami Heart Institute - South	258
22	North Shore Medical Center	357
23	Palm Springs General Hospital	247
24	Palmetto General Hospital	360
25	Pan American Hospital	146
26	Parkway Regional Medical Center	382
27	South Miami Hospital	445
28	South Shore Hospital and Medical Center	196
29	Southern Winds Hospital	72
30	St. Catherine's Rehabilitation Hospital	60
31	University of Miami Hospital and Clinics	40
32	Westchester General Hospital	100
	Total Licensed Beds	9,310

Source: Health Council of South Florida, Hospital Utilization Report, July 2000.

For additional information contact the Health Council at 305-263-9020.

**Licensed Health Professionals
1999 – 2002**

Occupation	1999	2000	2001	2002
Medical Doctors	6,179	6,025	6,236	6,168
Osteopathic Doctors	228	231	257	259
Dentists	1,389	1,317	1,369	1,337
Dental Hygienists	610	623	731	792
Chiropractors	301	296	334	334
Optometrists	227	210	205	215
Podiatrists	169	167	190	187
Occupational Therapists	455	498	486	538
Physical Therapists	1,124	804	813	844
Massage Therapists	N/A	1,770	1,702	2,015
Nursing Home Administrators	102	88	81	77
Psychologists	559	550	588	588
Registered Nurses	13,412	13,295	13,243	13,270
Practical Nurses	3,531	3,780	3,440	3,803
Dispensing Opticians	542	501	496	460
Pharmacists	1,547	1,559	1,513	1,585
Total	30,375	31,714	31,684	32,472

Source: Florida Statistical Abstract, 33, 34, 35, and 36 Editions; Bureau of Economic and Business Research, College of Business Administration, University of Florida, 1999 to 2002.

Note: Massage Therapists were not counted before the year 2000.

**Climate Characteristics
Miami-Dade County, Florida
2000**

Climate	Subtropical Marine
Annual Average Temperature	76.7 Degrees
Annual Average Low Temperature	69.1 Degrees
Annual Average High Temperature	84.2 Degrees
Number of 90 Degree Days	62
Average Annual Precipitation	58.53 Inches
Average Annual Percentage Probability of Sunshine	58 Percent
Average Annual Relative Humidity	Morning: 83%
	Afternoon: 61%
Average Annual Wind Speed (mph)	9.2
Elevation (feet)	12

Source: Florida Statistical Abstract, 2001 Bureau of Economic and Business Research, University of Florida.

**Parks and Recreational Areas
2001**

Categories	Total Number	Total Acres
National Parks		
Everglades National Park	1	521,591.00
Biscayne National Park	1	181,000.00
Total	2	702,591.00
State Water Conservation and Wildlife Mgmt. Areas		
Everglades Wildlife Management Area	1	223,827.00
Southern Glades Wildlife & Environmental Areas	1	25,894.00
Biscayne Bay State Aquatic Preserve	1	227,000.00
Turkey Point Wilderness Area	1	2,505.00
Dade Erosion Control Line Beach	1	363.64
Bal Harbor Erosion Control Line	1	4.10
Key Biscayne Erosion Control Line	1	14.72
40 - Mile Bend Boat Ramp	1	0.50
Black Canal Boat Ramp	1	0.50
Canal 111 Access Area	1	1.00
Glenn Garret Memorial Day-Use Area	1	10.00
S-12C Access Area Boat Ramp	1	5.00
S-12D Access Area Boat Ramp	1	5.00
Tamiami Boat Ramp Site #2	1	2.00
Trinity Mile Bend Recreation Area	1	8.00
Total	15	479,640.46
State Parks		
Bill Baggs Cape Florida	1	756.00
Oleta State Recreational Area	1	853.06
Julia Tuttle Causeway	1	30.00
The Barnacle State Historic Site	1	10.00
Total	4	1,649.06
Area-Wide Parks		
Metropolitan	10	3,117.00
Natural Area Preserve	32	2,786.00
Special Activity	29	3,298.00
Greenways	16	65.00
Total	87	9,266.00
Local Parks		
District	8	2,319.00
Single Purpose	38	279.00
Community	183	2,263.00
Neighborhood	162	783.00
Mini-Park	252	144.00
Total	643	5,788.00
Grand Total	751	1,198,934.52

Source: Miami-Dade County Park and Recreation Department, 2001.

**Inventory Of Land Uses In Miami-Dade County
Inside and Outside the Plan Boundary
1994, 1998, and 2001**

Land Use Codes	LAND USE	1994 Acres	1998 Acres	2001 Acres	Acres Within 1994 Plan Boundary	Acres Within 1998 Plan Boundary	Acres Within 2001 Plan Boundary	Acres Outside 1994 Plan Boundary	Acres Outside 1998 Plan Boundary	Acres Outside 2001 Plan Boundary
0	RESIDENTIAL	94,314.43	97,000.10	99,355.06	90,712.78	93,038.60	95,397.61	3,601.65	3,961.49	3,957.45
100	COMMERCIAL & OFFICE	11,999.46	12,630.07	13,050.65	11,891.19	12,513.66	12,924.19	108.27	116.42	126.46
200	HOTELS, MOTELS, & OTHER TRANSIENT RESIDENTIAL	755.37	755.00	736.82	754.46	754.09	717.96	0.91	0.91	18.86
300	INDUSTRIAL	15,018.27	15,401.71	17,212.66	10,587.65	10,593.27	11,886.42	4,430.62	4,808.45	5,326.24
400	INSTITUTIONAL	13,575.53	12,792.89	12,950.84	12,679.43	11,890.15	12,259.43	896.10	902.76	691.41
500	PARKS & RECREATIONAL OPEN SPACE	772,149.69	781,571.22	787,895.34	18,925.76	19,919.05	20,879.45	753,223.93	761,652.15	767,015.89
600	TRANSPORTATION, COMMUNICATIONS, UTILITIES	81,845.79	84,866.10	86,062.82	61,733.69	64,567.37	65,904.04	20,112.10	20,298.73	20,158.78
700	AGRICULTURE	90,387.62	81,953.08	80,349.54	17,472.11	14,170.33	12,888.88	72,915.54	67,782.70	67,460.70
800	UNDEVELOPED	154,518.25	146,422.25	135,423.78	29,411.31	26,671.74	21,926.41	125,106.94	119,750.51	113,497.37
900	INLAND WATER	22,503.87	23,774.98	24,661.77	12,106.61	12,202.86	12,376.88	10,397.26	11,572.13	12,284.89
930	COASTAL WATER, BAY & OCEAN	291,249.21	291,179.68	290,992.91	42,279.37	42,259.15	42,072.39	248,969.84	248,920.52	248,920.52
	Total For All Land Uses:	1,548,317.49	1,548,347.08	1,548,692.190	308,554.36	308,580.27	309,233.66	1,239,763.16	1,239,766.77	1,239,458.57

Source: Miami-Dade County Department Of Planning and Zoning, Planning Division, Planning Research Section, May, 2003.

**Selected Publications Available
From the Planning Division - May 2003**

Popular Products	Price
Population Projections - Miami-Dade County 1999/2020	\$3.00
The Landscape Manual	\$12.00
The Urban Design Manual	\$15.00
2000 Census Reports	
Profile of General Demographic Characteristics - Miami-Dade County by Municipality, Census Designated Place, and Congressional District (106 Congress)	\$5.00
Population by Race and Hispanic Origin - Miami-Dade County by Zip Code 2000	\$1.00
Population by Race and Hispanic Origin 2000 - Miami-Dade County by Census tract. and, Census Tract with Commission District Miami-Dade County.	\$2.00 (Each)
Demographic Reports	
Demographic Profile, Miami-Dade County	\$2.00
Housing In Miami-Dade County: General Review and Analysis Data	\$2.00
Seasonal/Transient Population, Miami-Dade County, Florida	\$2.00
Area Studies	
Area Planning Reports - Commission Districts 1 (1994) and 2 (1996)	\$5.00
Area Planning Reports - Commission Districts 8 (1996), 9 (1996), and 11 (1994)	\$3.00
Neighborhood Revitalization Strategy Areas Profiles (Nine Areas, 2003)	\$3.00
Economic Reports	
Profile of Black - Owned Business	\$3.00
Profile of Hispanic - Owned Business	\$3.00
Labor Force and Employment Projections 1998 - 2015	\$3.00
C.D.M.P. (Comprehensive Development Master Plan)	
Adopted Components - Comprehensive Development Mater Plan. (Text)	\$10.00
CDMP Map (Includes Amendments)	\$5.00
Land Use Map - Miami-Dade County - 2001	\$60.00

For Current Publication List and mailing information contact the Information Center at 305-375-1806, 305-375-1807, or 305-375-1808.

**Directory of Federal, State, County,
Local and Private Agencies**

Federal

Federal Information Center	1-800-688-9889
Consumer Product Safety Commission	1-800-638-2772
Department of Education	1-800-647-8733
Federal Housing Administration	305-662-4500
Food and Drug Administration	305-526-2919
Immigration and Naturalization Service	305-536-4400
Labor Department	305-596-9874
Social Security Administration	1-800-772-1213
U.S. Census Bureau	1-800-722-8995

State

State of Florida Information	305-377-5000
Bureau of Economic and Business Research	352-392-0171
Child Care Licensing	305-377-5509
Driver's Examining Stations	305-377-5000
South Florida Regional Planning Council	1-800-985-4416
South Florida Water Management District	305-592-5680
State Attorney's Office	305-530-2600
University of Florida	352-392-0171
Utility Concerns (Public Service Comm.)	1-800-342-3552

County

Team Metro (County Information)	305-468-5900
Animal Care and Control	305-884-1101
Auto Tag Agency	305-375-5678
Center for the Fine Arts	305-375-3000
Clerk of Courts	305-275-1155
County Manager	305-375-5311
Elections Department (Voter's Information)	305-375-5553
Environmental Management (DERM)	305-372-6789
Human Resources	305-375-5416
Job Information Hotline	305-375-1871
Library Systems	305-375-2665
Public Works	305-375-2694
Viscaya Museum and Gardens	305-250-9133
Water and Sewer Authority (Customer Service)	305-665-7471
Planning & Zoning Information	305-375-2800
Zoo (Metrozoo)	305-251-0403

Local and Private

Alliance for Aging	305-670-6500
The Beacon Council	305-579-1300
Chamber of Commerce (Dade)	305-751-8648
(Greater Miami)	305-350-7700
(Latin)	305-642-3870
Greater Miami Convention & Visitor's Bureau	305-539-3000
League of Cities, Dade County	305-557-1722
United Way of Dade County	305-860-3000

Miami-Dade Legislative Item

File Number: 031119

File Number: 031119

File Type:
Ordinance

Status: Adopted

Version: 0

Reference: 03-93

Control: County
Commission

File Name: CONDITIONS & RESTRICTIVE COVENANTS
Requester: Department of
Planning & Zoning

Introduced: 4/17/2003
Cost:

Final Action: 4/22/2003

Agenda Date: 4/22/2003 Agenda Item Number: 6FSUBSTITUTE2

Notes: PROCESS BY EG Title: ORDINANCE PERTAINING TO ZONING; PROVIDING STANDARDS AND PROCEDURES FOR DETERMINING SUBSTANTIAL COMPLIANCE WITH PRIOR ZONING ACTIONS OR ADMINISTRATIVE APPROVALS; PROVIDING STANDARDS AND PROCEDURES FOR MODIFYING OR ELIMINATING CERTAIN ZONING CONDITIONS AND RESTRICTIVE COVENANTS OR PARTS THEREOF; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Indexes: ZONING

Sponsors: NONE

MODIFICATION

Sunset Provision: No
Registered Lobbyist: None Listed

Effective Date:

Expiration Date:

RECEIVED BY CLERK
Item # 02-377
CZAB # 15 Exhibit #A-24
SEP 23 2003

CLERK OF THE BOARD

Legislative History

Acting Body	Date	Agenda Item	Action	Sent Due To Date	Returned	Pass/Fail
Board of County Commissioners	4/22/2003	6F SUBSTITUTE #2	Adopted			P
Governmental Operations and Environment Committee	4/15/2003	2A.sub	Forwarded to BCC with a favorable recommendation with committee amendment(s)			P

REPORT: Ms. Diane O'Quinn, Director, Department of Planning and Zoning, read into the record technical amendments to the foregoing proposed ordinance.

Legislative Text

TITLE

ORDINANCE PERTAINING TO ZONING; PROVIDING STANDARDS AND PROCEDURES FOR DETERMINING SUBSTANTIAL COMPLIANCE WITH PRIOR ZONING ACTIONS OR ADMINISTRATIVE APPROVALS; PROVIDING STANDARDS AND PROCEDURES FOR MODIFYING OR ELIMINATING CERTAIN ZONING CONDITIONS AND RESTRICTIVE COVENANTS OR PARTS THEREOF; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Sec. 33-284.1. Agricultural disclosure.

(a) Definitions.

(1) Affected land for the purpose of this section means:

a. Any parcel of land that is located outside of the Urban Development Boundary (UDB) delineated on the Comprehensive Development Master Plan Land Use Plan Map and either designated Agriculture, zoned AU or zoned interim (GU) and determined by the director to be subject to an agricultural (AU) trend of development

pursuant to Section 33-196, Code of Miami-Dade County, Florida; or

b. Any parcel of land that is located inside the UDB and designated Agriculture, or zoned AU, or abutting any AU zoned parcel.

(2) Interest in real property means a nonleasehold, legal or equitable estate in land or any severable part thereof created by deed, contract, mortgage, easement, covenant or other instrument.

(3) Purchaser means a buyer, transferee, grantee, donee or other party acquiring an interest in real property.

(4) Real property transaction means the sale, grant, conveyance, mortgage or transfer of an interest in real property.

(5) Seller means a transferor, grantor, donor [or] other party conveying an interest in real property.

(b) Disclosure statement for real property transactions involving Affected land.

The seller shall provide the purchaser with the following statement, which shall

be set forth on a separate sheet of paper and shall be signed by the prospective purchaser prior to the execution of any other instrument committing

the purchaser to acquire title to such real property or any other interest

in any Affected land, as follows:

(1) For all Affected land, the statement shall include the following language:

LAND INVOLVED IN THIS TRANSACTION IS ZONED AGRICULTURAL (AU) OR LIES ADJACENT TO

LAND THAT IS ZONED AU, OR IS DESIGNATED FOR AGRICULTURAL USE BY THE MIAMI-DADE

COUNTY COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP), OR IS SUBJECT TO AU

REGULATIONS.

AGRICULTURAL ACTIVITIES WHICH MAY BE LAWFULLY CONDUCTED WITHIN THIS AREA INCLUDE

BUT MAY NOT BE LIMITED TO CULTIVATION AND HARVESTING OF CROPS; PROCESSING AND

PACKING OF FRUIT AND VEGETABLES; BREEDING OF LIVESTOCK AND POULTRY; OPERATION OF

IRRIGATION PUMPS AND OTHER MACHINERY; GROUND OR AERIAL SEEDING OR SPRAYING;

APPLICATION OF CHEMICAL FERTILIZERS, CONDITIONERS, PESTICIDES AND

HERBICIDES;
 GENERATION OF TRACTOR AND TRUCK TRAFFIC AND OF NOISE, ODORS, DUST AND
 FUMES
 ASSOCIATED WITH THE CONDUCT OF THE FOREGOING ACTIVITIES; AND THE
 EMPLOYMENT AND
 USE OF AGRICULTURAL LABOR. SUCH AGRICULTURAL ACTIVITIES MAY BE
 PROTECTED FROM
 NUISANCE SUITS BY THE "FLORIDA RIGHT TO FARM ACT," SECTION 823.14,
 FLORIDA
 STATUTES.

(2) In addition to the language set forth in Section 33-284.1(b)(1)
 the
 statement for all AU land not in the East Everglades Area of Critical
 Environmental Concern shall include the following language:
 MIAMI-DADE COUNTY ZONING REGULATIONS REQUIRE A MINIMUM OF TWO HUNDRED
 (200) FEET
 OF STREET FRONTAGE AND A MINIMUM OF FIVE (5) ACRES OF LAND AREA
 (INCLUDING
 RIGHT-OF-WAY DEDICATIONS) AS PREREQUISITES TO ANY USE OF AU LAND,
 INCLUDING
 DEVELOPMENT OF ANY SINGLE FAMILY RESIDENCE THEREON.

(3) In addition to the language set forth in Section 33-284.1(b)(1)
 the
 statement for all AU land in the East Everglades Area of Critical
 Environmental
 Concern shall include the following language:
 AU LAND IN THE EAST EVERGLADES AREA OF CRITICAL ENVIRONMENTAL CONCERN
 IS SUBJECT
 TO RESTRICTIONS LIMITING DENSITY TO NO GREATER THAN ONE (1) DWELLING
 UNIT PER
 FORTY (40) ACRES, OR UNDER CERTAIN CONDITIONS TO ONE (1) DWELLING UNIT
 PER
 TWENTY (20) ACRES, AS PROVIDED BY SECTION 33B-25, CODE OF MIAMI-DADE
 COUNTY,
 FLORIDA.

(4) In addition to the language set forth in Section 33-284.1(b)(1)
 the
 statement for all nonresidential AU land served or to be served by a
 septic tank
 shall include the following language:
 ALL NONRESIDENTIAL AU LAND SERVED OR TO BE SERVED BY A SEPTIC TANK
 SHALL BE
 SUBJECT TO THE FOLLOWING PROVISIONS:
 THE ONLY LIQUID WASTE (EXCLUDING LIQUID WASTES ASSOCIATED WITH THE
 PROCESSING OF
 AGRICULTURAL PRODUCE IN AGRICULTURAL PACKING HOUSES AND LIQUID WASTES
 ASSOCIATED
 WITH AGRICULTURAL VEHICLE OR AGRICULTURAL EQUIPMENT MAINTENANCE
 FACILITIES WHICH
 REPAIR OR MAINTAIN VEHICLES OR EQUIPMENT ANCILLARY TO AND DIRECTLY
 SUPPORTIVE OF
 A BONA FIDE AGRICULTURAL PURPOSE AND WHICH VEHICLE OR EQUIPMENT ARE
 OWNED OR
 OPERATED BY THE OWNER OR LESSEE OF THE AGRICULTURAL VEHICLE OR
 AGRICULTURAL
 EQUIPMENT MAINTENANCE FACILITY) WHICH SHALL BE GENERATED, DISPOSED OF,
 DISCHARGED, OR STORED ON THE PROPERTY SHALL BE DOMESTIC SEWAGE
 DISCHARGED INTO A

SEPTIC TANK.
NON DOMESTIC WASTE, INCLUDING WASTE RESULTING FROM AN AGRICULTURAL
VEHICLE OR
AGRICULTURAL EQUIPMENT MAINTENANCE FACILITY SHALL NOT BE DISCHARGED TO
A SEPTIC
TANK AND MUST BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE
REGULATIONS.

(5) For all AU land, the statement shall conclude with the following
language:

THE ZONING CODE OF Miami-Dade COUNTY ENUMERATES CERTAIN EXCEPTIONS
WHERE SMALLER
COUNTY LOT SIZES ARE PERMITTED. IF THE LAND WHICH IS THE SUBJECT OF
THIS
TRANSACTION DOES NOT QUALIFY FOR AN EXCEPTION, AND DOES NOT MEET BOTH
THE LOT
FRONTAGE AND AREA REQUIREMENTS NOTED ABOVE, NO SINGLE FAMILY
RESIDENTIAL USE OR
ANY OTHER USE OF THE PROPERTY MAY BE PERMITTED UNLESS FIRST APPROVED
AFTER
PUBLIC HEARING.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE FOREGOING
STATEMENT.

Signature of Purchaser Date

(c) Acknowledgment of agricultural disclosure statement on instrument
of

conveyance. It shall be the seller's responsibility that the following
statement
shall appear in a prominent location on the face of any instrument
conveying
title to or any other interest in Affected land. The seller shall
record the

notarized statement with the Clerk of the Court:

I HEREBY CERTIFY THAT I HAVE READ, UNDERSTAND AND HAVE SIGNED THE
AGRICULTURAL
DISCLOSURE STATEMENT FOR THE SALE OF OR OTHER TRANSACTION INVOLVING
THIS PARCEL
OF AFFECTED LAND AS REQUIRED BY SECTION 33-284.1, CODE OF Miami-Dade
COUNTY,
FLORIDA.

Signature of Purchaser Date

(d) Penalties. Any seller who violates any provision of this section,
or fails
to comply therewith, or with any lawful rule, regulation or written
order

promulgated under this section, shall be subject to the penalties,
civil
liability, attorney's fees and enforcement proceedings set forth in
Sections 33-39
through 33-39.3, Code of Miami-Dade County, Florida, and to such other
penalties, sanctions and proceedings as may be provided by law. Miami-
Dade
County shall not be held liable for any damages or claims resulting
from the
seller's failure to comply with provisions of this section.

(e) Exceptions. Notwithstanding any other provision of the Code of
Miami-Dade

County, real property that is zoned AU (agriculture) or that is zoned
GU

(interim) and determined by the Director to be subject to an
agricultural trend
of development, and which property or property interest is being
transferred to

the South Florida Water Management District, shall be exempt from all
disclosure

requirements pertaining to AU land.

(Ord. No. 94-162, § 2, 9-13-94; Ord. No. 97-89, § 1, 7-17-97; Ord. No.
98-29, §

3, 2-19-98; Ord. No. 00-162, § 1, 12-7-00)

Secs. 33-284.2--33-284.5. Reserved.



Unique Coalition of Minority Businesses of South Dade

Tuesday, September 23, 2003

Dear Council Members;

UCOMB of South Dade, Inc. is an organization of businesses and professional men and women, who have joined together to promote, support and provide technical assistance for the growth and development of minority businesses, churches and particularly the youth of South Dade with 295 members from over 25 countries in only four years of existence.

The purpose of this correspondence is to relay UCOMB's support of the Manuel Diaz application. We believe that this development will provide a great economic boost to South Dade by creating many jobs and business opportunities in construction and related fields. Additionally the development will create a beautiful community that will enhance South Miami Dade

As you know our organization works very hard to improve business and employment opportunities throughout the area. We believe that a mayor builder such as Lennar will create the kind of community we can all be proud of.

We respectfully request your approval of the Silver Palm Development.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacques R. Laroche", written over a horizontal line.

Jacques R. Laroche

Chairman of the Board
UCOMB of South Dade, Inc.

RECEIVED BY CLERK
Item # 02-377
CZAB # 15 Exhibit # A-25
SEP 23 2003

CLERK OF THE BOARD

"A whole new concept of networking and promoting minority businesses in South Dade"

17510 South Dixie Highway, Miami, FL 33157

Phone: (305) 256-5664

Fax: (305) 255-0306

Website: www.ucomb.com

Email: ucomb@ucomb.com

To: Katy Sorenson
Commissioner of District 8
Ph# 305-378-6671
Fax# 305-253-7495
Email: district8@miamidade.gov
Cc: Community Zoning Board for Area 15
Fax#305-372-6106 (Agenda Coordinators Office)
Re: Zoning Hearing #02-377
Continued on September 23, 2003
6:00pm at Centennial Middle School, Rm. 203

Dear Ms. Sorenson;

I am deeply concerned about the proposal for the zoning change for this property (SW 112 Ave. and SW 232 St). First, there is no reason for the Apartment House District change, since no apartments are currently shown in the developers plans. The surrounding neighborhood is agricultural and estate residences. The purposed change would allow for more than 1650 housing units on three hundred acres. This is outrageous! The current roads can not accommodate this much traffic increase, especially with the other developments already approved for this vicinity. The public schools are already extremely over crowded; this would only increase the problem. And the public park land necessary according to the county is inadequate. Please do not let this zoning change be approved, as it would be devastating to the community.

Sincerely;



Address: 11480 SW 278th St
Homestead Fla
33032

RECEIVED BY CLERK
Item # 02-377
CZAB # 15 Exhibit # A-28
SEP 23 2003

CLERK OF THE BOARD