

**RESOLUTION No. 07- 06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING AN AMENDMENT TO THE SETTLEMENT AGREEMENT BETWEEN ATLAS DEVELOPERS PROPERTY I AND II AND THE CITY OF DORAL; PROVIDING FOR RECORDATION; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on June 12, 2005, Atlas Developers Property I, LLC, a Florida limited liability company, and Atlas Developers Property II, LLC, a Florida limited liability company (hereinafter referred to collectively as "Atlas") and the City of Doral entered into a Settlement Agreement from a Writ of Certiorari Petition and an Appeal filed by the City against Atlas concerning property owned by Atlas in Section 8; and

**WHEREAS**, the Settlement Agreement provided for various concessions from Atlas to the City, including granting to the City property to be used as a park and also providing for the ability to purchase more property at a discounted rate; and

**WHEREAS**, the Settlement Agreement also provided for a maximum residential density within the TND and the Section 8 residential lands; and

**WHEREAS**, in order to more accurately reflect the intent of the Settlement Agreement and also to provide further public benefit as a result of the City's concerns, the Mayor and City Council of Doral find it to be in the best interests of the City to enter into an Amended Settlement Agreement, attached hereto and incorporated herein as Exhibit "A;"

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution upon adoption hereof.

**Section 2.** The City Council of the City of Doral hereby approves the Amendment to the Settlement Agreement, attached hereto and incorporated herein as Exhibit "A."

**Section 3.** This Resolution and the Amendment to the Settlement Agreement (Exhibit "A") shall be recorded in the Public Records of Dade County, Florida, with the Applicant to pay the cost thereof.

**Section 4.** This resolution shall become effective upon its passage and adoption by the City Council.

[Section left blank intentionally]

WHEREAS, a motion to approve the Resolution was offered by Councilman Van Name who moved its adoption. The motion was seconded by Vice Mayor Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Peter Cabrera	Yes
Councilmember Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Absent
Councilmember Robert Van Name	Yes

PASSED AND ADOPTED this 12<sup>th</sup> day of February, 2007

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE SOLE USE OF THE CITY OF DORAL:

  
\_\_\_\_\_  
JOHN J. HEARN, CITY ATTORNEY

## AMENDMENT TO SETTLEMENT AGREEMENT

**THIS AMENDMENT** to Settlement Agreement ("Amendment") is entered into by and among (i) Atlas Property I, LLC, a Florida limited liability company ("Atlas I"), (ii) Atlas Property II, LLC, a Florida limited liability company ("Atlas II"), (iii) Atlas Property III, a Florida limited liability company ("Atlas III"), and (iv) the City of Doral, a Florida municipal corporation (the "City").

WHEREAS, Atlas I, Atlas II and the City entered into that certain Settlement Agreement, dated as of June 12, 2005, to address the concerns of the City with respect to the development of the Property, which is legally described in attached Exhibit A (collectively, the "Agreement"); and

WHEREAS, Atlas I transferred certain portions of the Property to Atlas III.

WHEREAS, the parties wish to amend the Agreement in accordance with the terms and conditions as set forth below; and

NOW, THEREFORE, for and in consideration of the premises hereof and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference. All capitalized terms used in this Amendment without separate definition shall have the same meanings assigned to them in the Agreement.

2. The Agreement is hereby amended effective as of the date hereof as follows:

a. Section 3(a) is hereby deleted in its entirety and the following is hereby substituted in its place:

"(a) Park/School Site. The City has identified the need to provide adequate park and recreational facilities within the City to serve the future and existing population of the City. In response to the foregoing, Atlas II has identified for conveyance to the City and/or to the School Board, pursuant to the terms and conditions of this Agreement, that certain twenty-five (25) gross acre parcel of land, which is more particularly described in Exhibit "D" to this Agreement (the "Park/School Site"). For purposes of this Agreement, Park/School Site consists of two (2) parcels: (i) the Ten Acre Parcel, as defined in Section 3(b) of this Agreement, and (ii) the Fifteen Acre Parcel, as defined in Section 3(c) of this Agreement. At anytime prior to January 25, 2006, the location and legal description of the Park/School Site shall be subject to adjustment by Atlas II to better accommodate the adjacent development of Tract E; provided, however, that the Park/School Site shall, at a minimum, contain 100 lineal feet of street frontage on NW 74th Street, and shall be located within Tract E, as such tract is described in the CDMP Application. The size of the Park/School Site shall be net of any existing right-of-way. If the City substantiates by appropriate evidence that the proposed adjustment of the Park/School Site contemplated in the previous

sentence creates a material detriment to the City's plans for the development or operation of the Park/School Site, then the consent of the City shall be required prior to any such adjustment."

b. The provision entitled "*Deed Restrictions*" contained in Section 3(b) is hereby deleted in its entirety and the following is hereby substituted in its place:

*"Deed Restriction.* The special warranty deed for the Ten Acre Parcel shall contain the following restriction: The Ten Acre Parcel shall not be used for (i) a landfill or any other use related to the hauling, curing or disposition of waste, (ii) any uses that constitute a nuisance or that may have a detrimental impact on the health, safety or welfare of area residents, or (iii) a school for delinquent or at-risk students."

c. The provision entitled "*Deed Restrictions*" contained in Section 3(c) is hereby deleted in its entirety and the following is hereby substituted in its place:

*"Deed Restriction.* The special warranty deed for any and all of the Fifteen Acre Parcel shall contain the following restriction: The Fifteen Acre Parcel shall not be used for (i) a landfill or any other use related to the hauling, curing or disposition of waste, (ii) any uses that constitute a nuisance or that may have a detrimental impact on the health, safety or welfare of area residents, or (iii) a school for delinquent or at-risk students."

d. Section 6 is hereby deleted in its entirety and the following is hereby substituted in its place:

"6. Maximum Residential Density within the TND and the Section 8 Residential Lands. Notwithstanding the approval of the Zoning Application, the CDMP Application, or future applications, Atlas I and Atlas II agree that the maximum number of dwelling units within the Section 8 Residential Lands shall not exceed a total density (as defined in the Land Use Element of the CDMP) of four thousand one hundred seventy five (4,175) dwelling units. An additional two hundred eight two (282) dwelling units may be developed as part of a mixed use project within Tract D or Tract E owned by Atlas II, as such tracts are described in the CDMP Application. Further, the maximum gross residential density, as defined in the Land Use Element of the CDMP, on the TND Property shall not exceed two thousand four hundred fifty four (2,454) dwelling units. In addition, Atlas I agrees that it shall set aside sufficient land within the Section 8 Residential Lands Property to permit the future development of a minimum of three hundred twenty two (322) detached single family homes on lots with at least 5,000 square feet of area and five hundred thirty four (534) platted, fee simple townhomes. Lastly, Atlas I agrees not to develop any more than one thousand one hundred twenty four (1124) multi-family units within the Property, excluding the TND Property, and that only fifty percent (50%) of said multi-family units may be designed and offered by Atlas I as rental units."

3. Except as specifically modified in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the terms of the Agreement, then the terms of this Amendment shall control. This Amendment shall be construed and enforced in accordance with the laws of the State of Florida and shall be binding upon the heirs, successors and assigns of the parties hereto.

4. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts will constitute one Amendment. To facilitate execution and delivery of this Amendment, the parties may execute and exchange counterparts of the signature page by fax. The signature of any party to any counterpart may be appended to any other counterpart.

5. This Amendment shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of Atlas I.

*[signature pages follow]*



BARBARA HERRERA  
Comm# DD023249  
Expires 5/12/2010  
Florida Notary Assn. Inc.



ATLAS PROPERTY I, LLC,  
a Florida limited liability company

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

Its: MANAGER

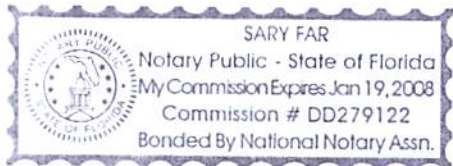
STATE OF Florida )

) SS:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 30 day of March, 2007 by Sergio Pino as Manager of Atlas Property I, LLC, a Florida limited liability company, on behalf of the company. He/she personally appeared before me, is personally known to me, or has produced \_\_\_\_\_ as identification

[NOTARIAL SEAL]



Notary: \_\_\_\_\_  
Print Name: Sary Far  
Notary Public, State of Florida  
My Commission Expires: 1/19/08



ATLAS PROPERTY III, LLC,  
a Florida limited liability company

By: *[Signature]*

Its: \_\_\_\_\_

STATE OF Florida )  
COUNTY OF Miami-Dade )

SS:

The foregoing instrument was acknowledged before me this 20 day of April, 2007 by Armando Codina as President of Atlas Property III, LLC, a Florida limited liability company, on behalf of the company. He/she personally appeared before me, is personally known to me, or has produced \_\_\_\_\_ as identification

[NOTARIAL SEAL]

Notary: *[Signature]*  
Print Name: Estrella L Manso  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_



# LEGAL AND SKETCH

## SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

## LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

## LEGAL DESCRIPTION:

TRACT "A"

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

Begin at the Northeast corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence S01°44'23"E along the East line of said Section 8 for a distance of 1,219.70 feet; thence S89°39'42"W for a distance of 2,608.82 feet; thence N01°44'23"W for a distance of 1,219.85 feet to a point on the North line of said Section 8; thence N89°39'55"E along the North line of said Section 8 for a distance of 2,608.82 feet to the Point of Beginning.

## SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-8. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.  
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

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

Arturo A. Sosa  
Surveyor and Mapper 2629  
State of Florida



PROJ. NO: 2004 20

DATE: 04-21-2004

DRAWN: SS

CHECKED: AS

SCALE: AS SHOWN



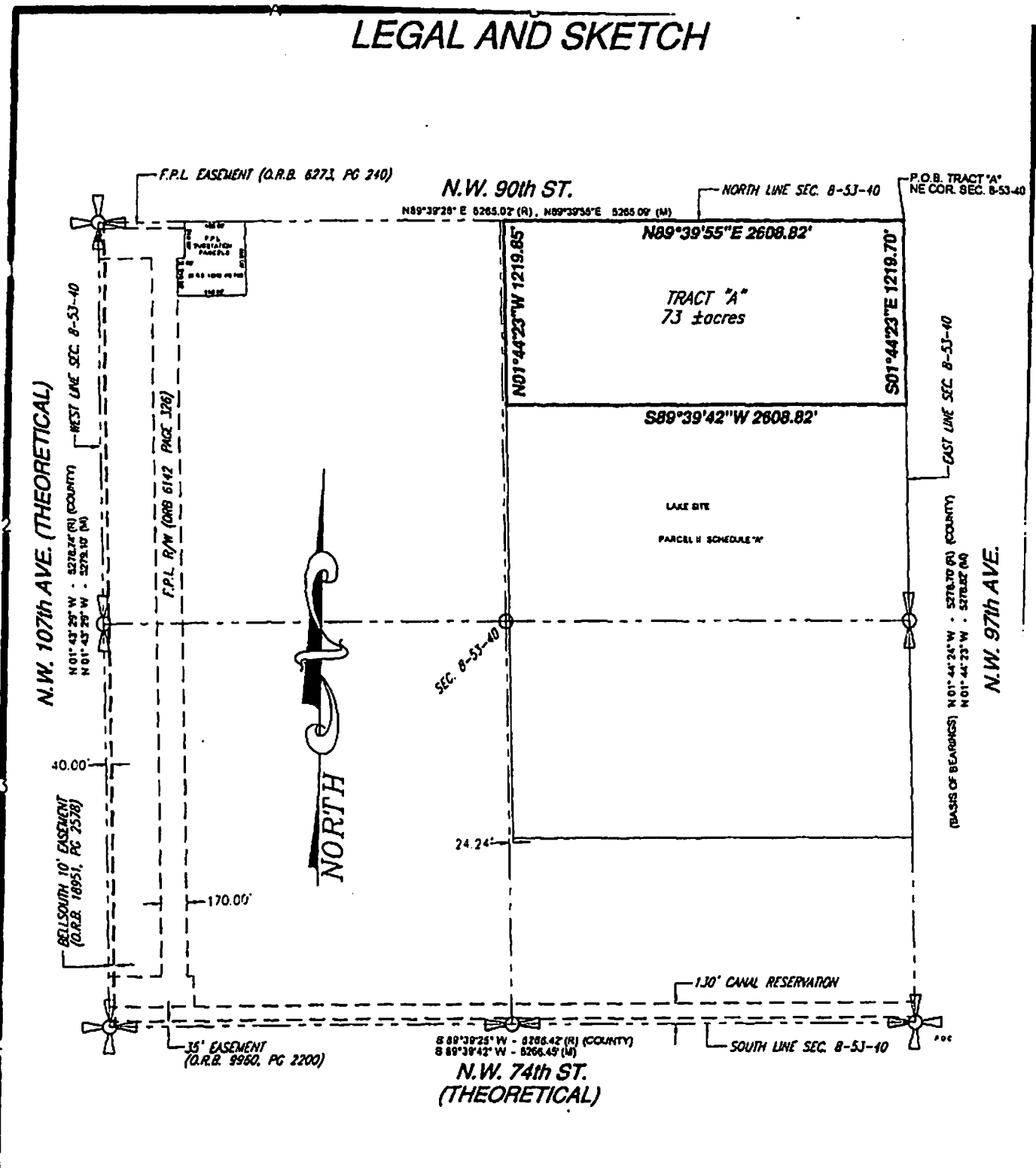
**LUDOVICI & ORANGE**  
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "A"

SHEET 1 OF 2 SHEETS

# LEGAL AND SKETCH



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: NTS



**LUDOVICI & ORANGE**  
**CONSULTING ENGINEERS, INC.**  
 329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

**TRACT "A"**  
 SHEET 2 OF 2 SHEETS

\\SERVER\Projects\2004\2004-04-21-2004\2004-04-21-2004.dwg 04/22/2004 08:59:11 AM EDT

# LEGAL AND SKETCH

## SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

## LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

## LEGAL DESCRIPTION:

### TRACT "B"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Begin at the NW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'55"E along the North line of said Section 8 for a distance of 570.17 feet; thence S01°43'29"E for a distance of 240.00 feet; thence S89°39'55"W for a distance of 50.00 feet; thence S01°43'29"E for a distance of 250.00 feet; thence N89°39'55"E for a distance of 450.00 feet; thence N01°43'29"W for a distance of 490.00 feet; thence N89°39'55"E along the North line of said Section 8 for a distance of 1685.98 feet; thence S01°44'23"E for a distance of 3358.50 feet; thence S89°39'55"W for a distance of 2657.13 feet to a point on the West line of said Section 8; thence N01°43'30"W along the West line of said section 8 for a distance of 3358.48 feet to the POINT OF BEGINNING.

## SURVEYOR'S CERTIFICATE:

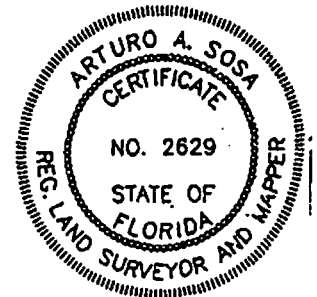
I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.

Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By:



Arturo A. Sosa  
Surveyor and Mapper 2629  
State of Florida



PROJ. NO: 2004 20

DATE: 04-21-2004

DRAWN: SS

CHECKED: AS

SCALE: AS SHOWN



**LUDOVICI & ORANGE**  
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "B"

SHEET 1 OF 2 SHEETS

LEGAL AND SKETCH

(THEORETICAL)

N.W. 90th ST.

P.O.B. TRACT "B"  
NW COR. SEC. 8-53-40

NORTH LINE SEC. 8-53-40

N.W. 107th AVE. (THEORETICAL)

N 01° 43' 29" W - 5278.74' (R) (COUNTY)  
N 01° 43' 29" W - 5279.10' (M)

WEST LINE SEC. 8-53-40

N01°43'29"W 3358.48'

F.P.L. R/W (ORB 6142 PAGE 326)

S01°43'29"E 250.00'

N89°39'55"E 570.17'

S01°43'29"E 240.00'

S89°39'55"W 50.00'

N01°43'12"W 490.00'

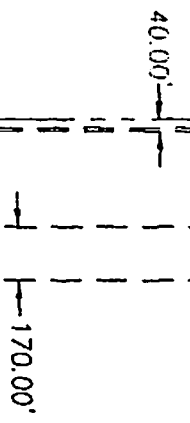
N89°39'55"E 450.00'

TRACT "B"  
199.99 Acres

S89°39'55"W 2657.13'

SEC. 8-53-40

S01°44'23"E 3358.50'



24.24'

PROJ. NO: 2004 20    DATE: 04-21-2004    DRAWN: SS    CHECKED: AS    SCALE: NTS



**LUDOVICI & ORANGE**  
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "B"

SHEET 2 OF 2 SHEETS

\\SERV01\FIN\Projects\2004\2004 04\22\2004 11:31:38 AM.C01

SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

LEGAL DESCRIPTION:

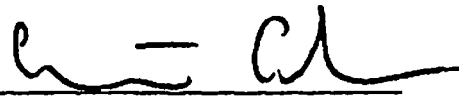
TRACT "C"

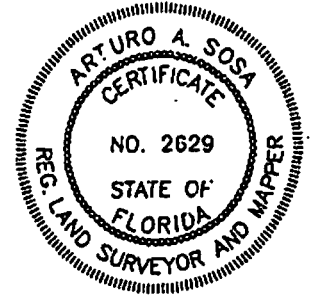
A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Commence at the SW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'42"E along the South line of said Section 8 for a distance of 1,980.08 feet to the POINT OF BEGINNING of the following described parcel of land; thence N01°43'29"W for a distance of 660.19 feet; thence S89°39'42"W for a distance of 1980.08 feet to a point on the West line of said Section 8; thence N01°43'29"W along the West line of said Section 8 for a distance of 1260.43 feet; thence N89°39'55"E for a distance of 2657.13 feet; thence S01°44'23"E for a distance of 1920.47 feet; thence S89°39'42"W for a distance of 677.55 feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.  
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By:   
Arturo A. Sosa  
Surveyor and Mapper 2629  
State of Florida



PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: AS SHOWN



**LUDOVICI & ORANGE**  
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "C"

SHEET 1 OF 2 SHEETS

LEGAL AND SKETCH

N.W. 107th AVE.  
(THEORETICAL)

F.P.L. R/W

SEC. 8-53-40

N89°39'55"E 2657.13'

40.00'  
N01°43'29"W 1260.43'

TRACT "C"  
87.1 Acres

170.00'

24.24'

NORTH

N01°43'29"W 660.19'

S89°39'42"W 1980.08'

P.O.B.

N89°39'42"E  
1980.08'

S89°39'42"W 677.55'

P.O.C.  
S.W. COR. SEC. 8-53-40

N.W. 74th ST.  
(THEORETICAL)

PROJ. NO: 2004 20

DATE: 04-21-2004

DRAWN: SS

CHECKED: AS

SCALE: NTS



**LUDOVICI & ORANGE**  
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT C

SHEET 2 OF 2 SHEETS

# LEGAL AND SKETCH

## SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

## LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

## LEGAL DESCRIPTION:

TRACT "D-1"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Commence at the SW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'42"E along the South line of said Section 8 for a distance of 660.19 feet to the POINT OF BEGINNING; thence N01°43'30"W for a distance of 660.19 feet; thence N89°39'42"E for a distance of 1319.89 feet; thence S01°43'30"E for a distance of 660.19 feet to a point on the South line of said Section 8; thence S89°39'42"W along the South line of said Section 8 for a distance of 1319.89 feet to the POINT OF BEGINNING.

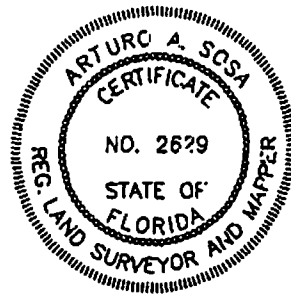
## SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.

Ludovici and Orange Consulting Engineers Inc. L.B. #1012

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

Arturo A. Sosa  
Surveyor and Mapper 2629  
State of Florida



PROJ. NO: 2004 20

DATE: 04-21-2004

DRAWN: SS

CHECKED: AS

SCALE: AS SHOWN



**LUDOVICI & ORANGE**  
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "D-1"

SHEET 1 OF 2 SHEETS

LEGAL AND SKETCH



N.W. 107th AVE. (THEORETICAL)

SEC. 8-53-40

170.00'

24.24'

1319.89'  
N89°39'42"E

TRACT "D-1"  
20 ± acres

N01°43'29"W 660.19'

S01°43'29"E 660.19'

N89°39'42"E  
660.19'

S89°39'42"W  
1319.89'

SOUTH LINE SEC. 8-53-40

P.O.C.  
S.W. COR. SEC. 8-53-40

P.O.B.

N.W. 74th ST.  
(THEORETICAL)

PROJ. NO: 2004 20 | DATE: 04-21-2004 | DRAWN: SS | CHECKED: AS | SCALE: NTS



**LUDOVICI & ORANGE**  
CONSULTING ENGINEERS, INC.

328 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "D-1"

SHEET 2 OF 2 SHEETS

# LEGAL AND SKETCH

## SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

## LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	RW	Right of Way		

## LEGAL DESCRIPTION:

TRACT "D-2"

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Begin at the Southwest corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N01°43'30"W along the West line of said Section 8 for a distance of 660.19 feet; thence N89°39'42"E for a distance of 660.19 feet; thence S01°43'30"E for a distance of 660.19 feet to a point on the South line of said Section 8; thence S89°39'42"W along said South line of said Section 8 for a distance of 660.19 feet to the POINT OF BEGINNING.

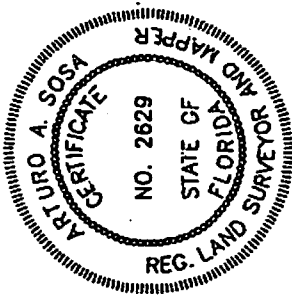
## SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By:



Arturo A. Sosa  
Surveyor and Mapper 2629  
State of Florida



PROJ. NO: 2004 20

DATE: 04-21-2004

DRAWN: SS

CHECKED: AS

SCALE: AS SHOWN



**LUDOVICI & ORANGE**  
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "D-2"

SHEET 1 OF 2 SHEETS

LEGAL AND SKETCH

(THEORETICAL)  
N.W. 107th AVE.

40.00'

170.00'

660.19'  
N89°39'42"E

TRACT D-2  
10 ± acres

N01°43'29"W 660.19'

S01°43'29"E 660.19'

S89°39'42"W  
660.19'

P.O.B.  
S.W. COR. SEC. 8-53-40

N.W. 74th ST.  
(THEORETICAL)



PROJ. NO: 2004 20

DATE: 04-21-2004

DRAWN: SS

CHECKED: AS

SCALE: NTS



**LUDOVICI & ORANGE**

CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

TRACT "D-2"

SHEET 2 OF 2 SHEETS

# LEGAL AND SKETCH

## SURVEYOR'S NOTES:

1. Bearings are based on the East line of Section 8-53-40 (N01°44'24"W)
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey

## LEGEND:

POC	Point of Commencement	R	Radius	SEC.	Section
POB	Point of Beginning	D	Delta	O.R.B.	Official Record Book
POT	Point of Termination	L	Length		
P.B.	Plat Book	SF	Square Feet		
PG.	Page	R/W	Right of Way		

## LEGAL DESCRIPTION:

### TRACT "E"

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

Begin at the Southeast corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence S89°39'42"W along the South line of said Section 8 for a distance of 2,608.82 feet; thence N01°44'23"W for a distance of 1,220.00 feet; thence N89°39'42"E for a distance of 2,608.82 feet to a point on the East line of said Section 8; thence S01°44'23"E along the East line of said Section 8 for a distance of 1,220.00 feet to the Point of Beginning.

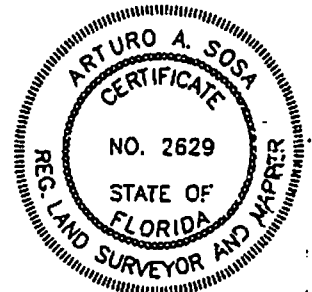
## SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 61G17-8. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.

Ludovici and Orange Consulting Engineers Inc. L.B. #1012

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

Arturo A. Sosa  
Surveyor and Mapper 2629  
State of Florida



PROJ. NO: 2004 20

DATE: 04-21-2004

DRAWN: SS

CHECKED: AS

SCALE: AS SHOWN



**LUDOVICI & ORANGE**  
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

TRACT "E"

SHEET 1 OF 2 SHEETS

