

Office of Facilities Design & Construction
Raul F. Perez, Chief Facilities Design & Construction Officer

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO EXECUTE A PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT BY AND AMONG KL LB BUY 1 LLC AND LENNAR HOMES, LLC (THE “APPLICANT”), THE SCHOOL BOARD, AND THE CITY OF FLORIDA CITY, IN CONNECTION WITH A NEW 521 SINGLE-FAMILY ATTACHED UNITS RESIDENTIAL DEVELOPMENT

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Background

KL LB Buy 1 LLC and Lennar Homes, LLC (the “Applicant”), is in the process of obtaining an approval from the City of Florida (“City”) to develop not more than 521 residential dwelling units (“Residential Development”), on approximately 38.48 acres, located at 16730 SW 344 Street, Florida City, FL 33034, contingent upon the Applicant obtaining a school concurrency determination from the District, in accordance with the terms of the Interlocal Agreement for Public School Facility Planning in Miami-Dade County (“ILA”).

Pursuant to State Statutes and the ILA, the Residential Development application was reviewed by the District for compliance with Public School Concurrency. The review yielded that the applicable Level of Service (“LOS”) standard was met at the elementary school and middle school levels but is deficient by twenty-two (22) senior high school seats.

Proportionate Share Mitigation

Pursuant to the ILA, where there is insufficient capacity to address the impacts of a proposed development, representatives of the Applicant, affected local government and District (collectively “the Parties”) are to discuss ways of mitigating the development’s impact, including proportionate share mitigation options (“Mitigation”). After several meetings, the Parties have reached consensus on Mitigation, subject to Board and City approval; this also allows the Parties to enter into a Public School Concurrency Proportionate Share Mitigation Development Agreement (“Agreement”), pursuant to the ILA.

Under the governing provisions, the minimum acceptable mitigation project is a classroom. In this case, to address the deficiency of twenty-two (22) senior high school student stations, Mitigation by the Applicant will be a monetary contribution equal to the cost of one senior high school classroom containing twenty-five (25) student stations at Homestead Senior High School or another impacted District school facility (the "School Project") as determined by the School District, in the amount of \$1,000,675 (the "Mitigation Cost"). This amount will be included in the District's Facilities Work Program as part of the next update. The Mitigation Cost was derived based on the cost per student station, as published by the State of Florida Department of Education (FDOE) for March of 2025, the date by which the School Project would likely start.

It should be noted that as required under state law and the ILA, the Applicant will be eligible to receive Educational Facilities Impact Fee Credit estimated at \$1,000,675, however in no event shall the Impact Fee Credit exceed the amount of the Monetary Proportionate Share Mitigation of \$1,000,675.

Mitigation Banking

The School Project will yield twenty-five (25) student stations, with three (3) remaining seats for future purchase by future residential developments affecting the same Concurrency Service Area ("CSA") at the senior high school level.

Public School Concurrency Proportionate Share Mitigation Development Agreement

The Mitigation Agreement between the School Board, the City and Applicant shall contain, substantially, the following terms and conditions:

- as detailed above, the Applicant shall be required to provide a total Monetary Proportionate Share Mitigation Payment ("Mitigation Payment") to the Board in the amount of \$1,000,675 for the cost of one senior high school classroom containing twenty- five (25) student stations;
- the School Project is to be added to the District's Facilities Work Program at the time of its next update following the execution of the Agreement and upon receipt of the Monetary Proportionate Share Mitigation Payment from the Applicant;
- as required under governing state law and the ILA, the District shall provide the Applicant an Educational Facilities Impact Fee Credit estimated at \$1,000,675, however in no event shall the Impact Fee Credit exceed the amount of the Monetary Proportionate Share Mitigation of \$1,000,675;
- upon the full execution of the Agreement by all Parties and receipt of full payment from the Applicant, the District shall issue a Finding of Available School Facility Capacity ("Finding"). Issuance of the Finding by the District shall be a pre-condition to issuance of building permits by the City for the subject Residential Development;
- the District shall establish and administer a Mitigation Bank, which, in this instance, will have three (3) Banked Seats available for purchase by future applicants failing

to meet concurrency at the senior high school level within the same CSAs. There will be no reimbursable value to the Applicant for the Banked Seats;

- the Agreement shall expire upon the Parties' completion of their performance of all obligations or within six (6) years from the date that the Agreement is executed by all Parties, whichever comes first;
- the Applicant may assign its rights, obligations, and responsibilities under the Agreement to a third-party purchaser of all or any part of fee simple title to the Residential Development. Any such assignment shall be in writing and shall require the prior written consent of all the Parties;
- the Applicant shall pay all recordation costs to the District necessary to record the Agreement and any related documentation, including without limitation, Assignments, if any, and Releases;
- in the event of any dispute among the Parties, each Party shall be responsible for its own Attorney's fees, and the Parties waive trial by Jury in any action, proceeding or counterclaim brought by any Party against any other Party or Parties with respect to any matter arising under the Agreement; and
- for purposes of the Agreement, the Superintendent or his/her designee shall be the Party designated by the Board to grant or deny any and all approvals required under the Agreement, including, without limitation, issuance of Reports and Releases, and placing the Applicant in default, as may be applicable.

The Agreement has been reviewed and approved for legal sufficiency by the School Board Office of General Counsel, as well as reviewed by the Office of Risk and Benefits Management and found to be in compliance with risk management requirements. The Agreement, in final form, is attached hereto as Exhibit "A".

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

- 1) finalize and execute a Public School Concurrency Proportionate Share Mitigation Development Agreement (“Agreement”) by and among **KL LB BUY 1 LLC AND LENNAR HOMES, LLC** (the “Applicant”), the School Board, and the City of Florida City in connection with a new 521 single-family attached unit residential development located at 16730 SW 344 Street, Florida City, FL 33034, providing for monetary proportionate share mitigation pursuant to the Interlocal Agreement for Public School Facility Planning in Miami-Dade County;
- 2) execute any other documentation that may be required to effectuate implementation of the Agreement; and
- 3) grant or deny any approvals required under the Agreement, including, without limitation, issuance of Reports and Releases, and placing the Applicant in default, as may be applicable.

JCG:jg

This instrument prepared by
Nathaly Simon
Miami-Dade County Public Schools
1450 NE 2 Avenue, Room 525
Miami, FL 33132

EXHIBIT "A"

After Recording return to:
Ana R. Craft, Esq., Associate General Counsel
The School Board of Miami-Dade County, Florida
Office of the General Counsel,
1450 NE 2 Avenue, Room 430
Miami, FL 33132

PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT

THIS PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT (“Agreement”), is made and entered into this _____ day of _____, 2024, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic, existing under the laws of the State of Florida, hereinafter referred to as **“School Board”** or **“School District,”** whose address is 1450 NE 2 Avenue, Miami, Florida 33132; **THE CITY OF FLORIDA CITY**, a municipal corporation of the State of Florida, (hereinafter referred to as **“City”**), whose address is 404 West Palm Drive, Florida City, Florida 33034; and **KL LB Buy 1 LLC**, a Delaware limited liability company, authorized to transact business in State of Florida, whose address is 6900 E Camelback Road, Suite 800, Scottsdale, AZ 85251, and **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 5505 Waterford District Drive, 5th Floor, Miami, FL 33126, hereinafter referred to as **“Applicant”**, **“Developer”**, or **“Property Owner”** and ; the City, School Board and Applicant are collectively referred to herein as the **“Parties”**.

RECITALS:

WHEREAS, the Applicant (also referred to herein as “**Property Owner**”) is the fee simple owner of that certain tract of land (consisting of folio #'s 1679300010010, 1679300010020, 1679300010150, 1679300010160, 1679300010170) located in the City of Florida City, as more particularly described on **Exhibit “A”** (the “**Property**”), and as further illustrated within a Sketch To Accompany A Legal Description, certified to the School Board (**Exhibit “B”**), with both Exhibits attached hereto and incorporated herein; and

WHEREAS, the Applicant has submitted an application seeking approval to develop not more than 521 residential dwelling units on the Property (the “**Development Proposal**”); and

WHEREAS, the School Board and the City entered into that certain Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County, dated December 12, 2007 (adopted and executed by the City on February 12, 2008 – Resolution No. 08-06), to implement public school concurrency and to coordinate the approval of residential development with the provision of adequate public school facilities (“**ILA**”), incorporated herein by reference; and

WHEREAS, the Applicant has filed a T-Plat application with the City (24-06) and Miami-Dade County (T-25075) and is in the process of obtaining an approval which requires School Facility Capacity availability for each student generated by the Development Proposal at each of the three school levels (i.e. elementary, middle and senior high school); and

WHEREAS, the Parties agree that: (1) adequate School Facility Capacity is not available for twenty-two (22) senior high school students generated by the proposed residential dwelling units, at the Level of Service Standard within the Concurrency Service Area in which the

Development Proposal is located, to accommodate the anticipated number of public school students that the Development Proposal will generate; (2) the needed School Facility Capacity for the applicable Concurrency Service Area is not available in any contiguous Concurrency Service Areas within the same Geographic Area; and (3) available School Facility Capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, the Parties agree that authorizing these new residential dwelling units will result in a failure of the Level of Service Standard for School Facility Capacity in the applicable Concurrency Service Area, or will exacerbate existing deficiencies in Level of Service Standards; and

WHEREAS, the Parties agree that Public School Concurrency shall be satisfied by the Applicant's execution of this legally binding Agreement and full compliance therewith, to provide mitigation proportionate to the demand for Public School Facilities to be created by these new residential dwelling units; and

WHEREAS, the Parties agree that the Applicant has selected as its Proportionate Share Mitigation option, the full capital cost of a public school project, comprised of one senior high school classroom of twenty-five (25) student stations, as hereinafter described, which will be added to the first three (3) years of the School District's Facilities Work, subject to contingencies set forth below ("**Monetary Proportionate Share Mitigation**"); and

WHEREAS, the Parties further agree that the Applicant shall pay the Monetary Proportionate Share Mitigation funding as further required herein; and

WHEREAS, The School Board of Miami-Dade County, Florida, has authorized the execution of this Agreement in accordance with Board Item ____, Board Action No. _____, at its meeting of _____, 2024; and

WHEREAS, The City Of Florida City, at its meeting of February 12, 2008, duly passed and adopted on that date, Resolution No. 08-06, authorizing the appropriate City official to enter into this type of Proportionate Share Mitigation Agreements; and

WHEREAS, the Interlocal Agreement establishes proportionate share mitigation; and

WHEREAS, the Applicant has duly approved this Agreement, and represented to the School Board and to the City, and hereby confirms, that Nathan Holt, Vice President, is authorized to execute the Agreement on behalf of KL LB Buy 1 LLC; and that Greg McPherson, Vice President, is authorized to execute the Agreement on behalf of Lennar Homes, LLC; and

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

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. **DEFINITION OF MATERIAL TERMS.** Any terms that are not defined herein are defined as set forth in the ILA.

3. **LEGALLY BINDING COMMITMENT.** The Parties agree that this Agreement constitutes a legally binding commitment by the Applicant to provide Monetary Proportionate Share Mitigation for the Development Proposal for the Property sought to be approved by the City.

4. **MONETARY PROPORTIONATE SHARE MITIGATION.** The Parties to this Agreement covenant and agree that the Applicant will make its Monetary Proportionate Share Mitigation payment to the School Board within thirty (30) calendar days following the full and proper execution of this Agreement, unless otherwise extended at the sole and absolute discretion of the School Board or designee (defined hereinafter as Effective Date). The Parties agree that the amount of the Monetary Proportionate Share Mitigation shall be One Million Six Hundred Seventy-Five Dollars (1,000,675) for the construction of a 25-seat senior high classroom (25 x \$40,027 = \$1,000,675) with three (3) banked seats, “**Monetary Proportionate Share Mitigation Payment**”, which the Developer shall provide to the School District via a Cashier’s Check, or by wire transfer or any other method of payment acceptable to the School Board’s Office of Treasury Management. The Monetary Proportionate Share Mitigation payment shall be non-refundable after issuance of the Finding. The Monetary Proportionate Share Mitigation funds shall be used by the School District to provide for the creation of one classroom of twenty-five (25) senior high school student stations, at one of the impacted schools (the “**School Project**”), as determined by the School District. Upon the full execution of this Agreement by all appropriate Parties and receipt of the full Monetary Proportionate Share Mitigation payment, as hereinafter described, the School District shall record this Agreement, in conformance with the provisions of Article 22 hereof, and issue a Finding of Available School Facility Capacity (“**Finding**”) pursuant to the ILA. Issuance of a Finding by the School District shall be a pre-condition to issuance of building

permits by the City for the subject Development Proposal. The duration and effect of this Finding shall be in accordance with the ILA. However, in no event shall this Finding, or any allocation of student seats based on this Finding (“**School Concurrency Allocation**”), continue to be effective if the Applicant fails to perform his/her/its obligations under this Agreement. Conversely, once Applicant has completely performed his/her/its obligations under this Agreement, Applicant shall be entitled to rely on the Finding and School Concurrency, subject to the terms and conditions stated therein.

In the event Applicant fails to pay the Monetary Proportionate Share Mitigation Payment as provided for herein, the School District, at its sole option, may cancel this Agreement and credit the reserved seats to the Concurrency Service Area from which they were reserved.

5. **EDUCATIONAL FACILITIES IMPACT FEE CREDIT.** As consideration for the Applicant’s Monetary Proportionate Share Mitigation specified herein, **and as further elaborated in Section 6(c) of this Agreement,** the Parties agree that the School District shall provide a credit estimated at One Million Six Hundred and Seventy-Five Dollars (\$1,000,675), toward any Educational Facilities Impact Fees (“**Impact Fees**”) imposed by Miami-Dade County (“**County**”) ordinance for construction of the Development Proposal (“**Impact Fee Credit**”). However, in no event will the Impact Fee Credit exceed the amount of the Monetary Proportionate Share Mitigation received by the School District from the Applicant, that is, the total amount of the Impact Fee Credit cannot exceed One Million Six Hundred and Seventy-Five Dollars (\$1,000,675). The final Impact Fee Credit amount shall be determined by the County, pursuant to the then current Miami-Dade County Educational Facilities Impact Fee Ordinance (Chapter 33K, of Miami-Dade County Code of Ordinances), the Interlocal Agreement Between Dade County and The School Board of Dade County, Florida, relating to Educational Facilities Impact

Fee Monies, and the Metropolitan Dade County Educational Facilities Impact Fee Administrative Procedures Manual, as each may have been amended or may be amended from time to time. The amount of the Impact Fee Credit will not include any administrative or other fees which the County has imposed as part of its administrative process. The Impact Fee Credit shall survive the expiration of this Agreement, unless a refund is provided pursuant to Article 17 hereof, in which case no Impact Fee Credit will be due.

6. **MITIGATION BANKING.** The Applicant has selected a Monetary Proportionate Share Mitigation option that includes providing for the cost of construction by the School District of one classroom of twenty-five (25) senior high school seats to fully mitigate the Development Proposal. As such, the Board shall establish and manage a Mitigation Bank (“**Mitigation Bank #2024-051**”) with three (3) remaining seats (“**Capacity Credits**”) for use by future residential developments, as set forth in this Agreement. The School District shall create and administer the Mitigation Bank as follows:

a. **Monetary Proportionate Share Mitigation Cost.** The Monetary Proportionate Share Mitigation amount One Million Six Hundred Seventy-Five Dollars (\$1,000,675) is the cost of the Monetary Proportionate Share Mitigation option selected by the Applicant, includes creating a Mitigation Bank whose cost is derived by multiplying the total number of student stations to be constructed twenty-five (25 seats), by the student station cost of \$40,027, which is the construction cost projected by the Florida Department of Education to be in place at the time of construction of the School Project (April 2025) (i.e. 25 student stations x \$40,027 cost per station = \$1,000,675). In this Agreement, “**student station**” and “**seat**” shall be used interchangeably unless otherwise specified.

b. Number of Banked Seats. The number of Banked Seats shall be established by determining the excess number of school seats, if any, resulting from construction of the School Project (“**Banked Seats**”), to wit: the number of seats to be constructed twenty-five (25), resulting in three (3) Banked Seats (i.e., 25 seats constructed – 22 mitigated seats = 3 Banked Seats). In this Agreement, “**Banked Seats**” and “**Capacity Credits**” shall be used interchangeably unless otherwise specified.

c. Reimbursable Value of Banked Seats. As detailed above, the selected monetary contribution, which will provide for the cost of construction by the School District of twenty-five (25) senior high school seats, results in three (3) seats in excess of the twenty-two (22) seats needed to be mitigated by the Development Proposal. As such, the School District will establish and administer a Mitigation Bank and mitigation banking process, which will have an initial quantity of three (3) Banked Seats. The reimbursable value of Banked Seats shall be determined by adding the estimated Educational Impact Fee amount of One Million Six Hundred Seventy-Five Dollars (\$1,000,675) and the value of the seats needed to be mitigated (22 seats x \$40,027 per seat = \$880,594), resulting in the amount of \$1,881,269, whose amount exceeds the Monetary Proportionate Share Mitigation of \$1,000,675, thus there is no reimbursable value to the Applicant for each Banked Seat.

d. Expiration of Capacity Credits. Capacity Credits may be purchased by future applicant(s) within six (6) years from the date the School Board authorized the execution of this Agreement, which in this instance, is hereby established as, June 18, 2024, and subject to expiration of timeframe set forth under Section 17 hereof. After 5:00 PM (Miami Time), June 18, 2030, any remaining Capacity Credits created by the

Monetary Proportionate Share Mitigation option shall be deemed expired, and any Banked Seat(s) not yet transferred will be returned to the Concurrency Service Area where the School Project was constructed.

e. Purchasing of Capacity Credits by Future Applicants. The School District agrees to make known to all future residential development applicants within the Concurrency Service Area or Adjacent Concurrency Service Areas within the same Geographic Area, the option to purchase Capacity Credits from this Mitigation Bank. Future applicants may purchase Capacity Credit(s) only if the Mitigation Bank(s) has sufficient number of available seats to provide for the entire school capacity deficiency.

f. Priority of Capacity Credit Transfers. In the event multiple mitigation banks are created by other applicants, for the same Concurrency Service Area or Adjacent Concurrency Service Areas within the same Geographic Area, the Capacity Credits shall be made available for transfer to future applicants in the order in which each mitigation bank was created.

g. Annual Reports. The School District will provide annual reports to the Applicant (“Annual Reports”), containing the balance of Banked Seats remaining, if any, and Capacity Credit transfers, if any, prior to July 1 of each year. The School District shall charge an annual administrative fee as may be established in the Procedures Manual for Implementing the Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County. The annual administrative fee shall be paid by the Applicant to the School District prior to issuance of the Annual Report. Upon

expiration or transfer of all Capacity Credits, the School District shall issue a final report to Applicant (“Final Report”).

7. **SCHOOL CAPACITY IMPROVEMENT.** The School District agrees to apply the Monetary Proportionate Share Mitigation payment made by the Applicant toward the School Project described under Section 4 of this Agreement. The School Project will include the Monetary Proportionate Share Mitigation, which will be reflected in the District’s Facilities Work Program at the time of its next annual update following the execution of this Agreement and receipt of the total Monetary Proportionate Share Mitigation payment as set forth herein.

8. **EFFECTIVE DATE.** This Agreement shall take effect upon the last of the Parties signing this Agreement, but in no event later than August 30, 2024 (“Effective Date”). Failure to deliver this Agreement to the School Board executed by the Applicant by June 21, 2024 and by the City of Florida City by July 12, 2024, may, in the sole discretion of the School District, result in the revocation of the Concurrency Determination issued by the School District on February 23, 2024, incorporated herein by reference.

9. **TERM.** This Agreement shall expire upon the Parties’ completion of their performance of all obligations herein or within six (6) years from Effective Date, whichever comes first.

10. **STATUTORY COMPLIANCE.** The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation agreement in Section 163.3180(6)(h)2, Florida Statutes and as provided for in the ILA.

11. NOTICES AND DELIVERABLES.

A. All notices or communications and deliverables under this Agreement by any Party to the others (“**Notice**”) shall be sufficiently given or delivered if dispatched by (a) certified U.S. mail, postage pre-paid, return receipt requested, (b) hand delivery, (c) Federal Express or other comparable overnight mail service, (d) telephone facsimile transmission with transmission receipt, or (e) electronic mail to the following addresses, or as the same may be changed in writing from time to time. Whenever any of the Parties desires to give Notice to the others, such Notice must be in writing, addressed to the Party for whom it is intended at the place last specified. The place for giving of Notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving Notice:

In the case of Notice or communication to the School Board:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
1450 NE 2 Avenue, Suite 912
Miami, Florida 33132

With copies to:

Miami-Dade County Public Schools Facilities Planning
Attn: Design and Planning Officer
1450 NE 2 Avenue, Room 525
Miami, Florida 33132
nsimon1@dadeschools.net; and concurrency@dadeschools.net

The School Board of Miami-Dade County, Florida
Office of the General Counsel, c/o General Counsel
1450 NE 2 Avenue, Suite 400
Miami, Florida 33132
Walter.Harvey@dadeschools.net; and Acraft@dadeschools.net

In the case of Notice or communication to the Applicant:

Owner
KL LB Buy 1 LLC
Attn : Dustin Potter
6900 E. Camelback Road, Suite 1090
Scottsdale, AZ 85251
Dustin.potter@klservicers.com

Developer
Lennar Homes, LLC
Attn : Marc Szasz
5505 Waterford District Drive, 5th Floor,
Miami, FL 33126
marc.szasz@lennar.com

with a copy to:

Amanda Naldjieff, Esquire
Holland & Knight
701 Brickell Avenue, Suite 3300
Miami, FL 33131
Amanda.naldjieff@hklaw.com

In the case of Notice or communication to the City:

Mayor Otis Wallace
c/o Jennifer A. Evelyn, City Clerk
404 West Palm Drive,
Florida City, Florida 33034
Phone: 305-247-8221
flacityclerk@aol.com

With a copy to:

Regine Monestime, City Attorney
The City of Florida City
404 West Palm Drive,
Florida City, Florida 33034
Phone: 305-790-7710
monestimeregine@gmail.com

B. For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the Party designated by the School Board to grant or deny any and all approvals required under this Agreement, including, without limitation, issuance of reports, as provided herein.

C. Except as otherwise provided in this Agreement, any Notice or deliverable shall be deemed received only upon actual delivery at the address set forth above. Notices or deliverables delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. “**Day**” as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the School Board, Counsel for the City and Counsel for the Applicant may deliver Notice on behalf of the School Board, the City and the Applicant, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

12. **RELEASE.** When all of the Parties’ obligations set forth herein are fully paid and performed, each Party shall release all other Parties from this Agreement, and all Parties shall release all other Parties from any and all future claims, costs or liabilities arising out of the provision of Monetary Proportionate Share Mitigation in accordance with this Agreement. These releases shall be simultaneously exchanged and shall be recorded in the Official Records of Miami-Dade County, Florida, evidencing such performance.

13. **VENUE; CHOICE OF LAW; ATTORNEY’S FEES.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida

without regard to its conflicts of laws provisions. Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the State Court of the 11th Judicial Circuit, in and for, Miami-Dade County, Florida. The Parties agree that in the event of any dispute of whatever nature relating to this Agreement, venue shall be in Miami-Dade County, Florida. The Parties further agree that, in the event of a dispute among the Parties, each Party shall be responsible for its own attorney's fees and costs through all appeals.

14. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

15. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the Party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

16. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement, and are incorporated herein by reference.

17. AMENDMENTS AND ENCUMBRANCE OF PROPORTIONATE SHARE
MITIGATION PAYMENT. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared,

in recordable form, with the same formality as this Agreement and duly executed by all the Parties to this Agreement. Additionally, this Agreement may be modified, and refunds made, only until the earliest of the following times: (a) issuance of a final development order of either the first building permit for the Development Project or District's Final Plat sign-off; or (b) the School District Encumbers ("**Encumbers**" shall mean monies committed by contract or purchase order in a manner that obligates the School Board to expend the funded amount upon delivery of goods or the rendering of services provided by a vendor, supplier or contractor for the School Project) any portion of the Monetary Proportionate Share Mitigation payment; or (c) six (6) months after the date that this Agreement is authorized by the School Board.

18. COVENANT RUNNING WITH THE LAND. This Agreement shall constitute a covenant running with the land and shall be recorded by the School Board, at the Applicant's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Applicant, and its heirs, successors and assigns, until such time as the same expires in accordance with the provisions hereof, or is otherwise modified or released pursuant to an instrument executed on behalf of the Parties.

19. ASSIGNMENT. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior written consent of all of the Parties, such consent not to be unreasonably withheld. At the election of the School District, such consent may be conditioned upon the written agreement of the assignee to assume all of Applicant/Assignor's duties and obligations under this Agreement and to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Monetary Proportionate Share Mitigation under this Agreement. The Assignor

under such assignment shall furnish the Parties with a copy of the duly executed assignment, in recordable form, within ten (10) days of the date of execution of same. The Parties further agree that an assignment of this Agreement shall only be permitted where (a) the Applicant/Assignor has mitigated for the public school impacts of the subject Property with Monetary Proportionate Share Mitigation payment having been made, (b) this Agreement is being assigned to the purchaser of the subject Property, and (c) the assigned Monetary Proportionate Share Mitigation continues to be used for the subject School Project.

20. DEFAULT. If any Party fails to perform or observe any of the material terms and conditions of this Agreement (except for failure to pay the Proportionate Share Mitigation Payment as set forth under Section 4 of this Agreement) for a period of thirty (30) calendar days after receipt of written notice of such default from another Party, the Party giving notice of default may terminate this Agreement by providing the Parties with ten (10) days additional written notice. Failure of any Party to exercise its rights in the event of any breach by one or more other Parties shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the other Parties. Such waiver shall be limited to the terms specifically contained therein.

Notwithstanding the foregoing, the Parties further agree that in the event the Applicant does not make the Proportionate Share Mitigation Payment via a Cashier's Check, or by wire transfer or any other method of payment acceptable to the School Board's Office of Treasury Management within the established period, as detailed above, the Applicant must within five (5) business days of written notice of demand from the School Board make such payment. In the event the Developer still fails to make payment within the five (5) business days to the School District as prescribed above, the following shall occur: (1) the Finding shall not be issued by the School

District and the City shall be so notified so that no building permits may be issued; (2) if the School District had previously included the School Project in the District's Capital Plan, the School Project will be placed on hold and/or removed from the District's Capital Plan until the total Monetary Proportionate Share Mitigation payment is received; (3) the School District, at its sole option, may cancel this Agreement and credit the reserved seats to the Concurrency Service Area from which they were reserved; and (4) in order for the development to proceed, the Local Government will need to submit a new application to the School District for school concurrency determination.

21. COUNTERPARTS/ORIGINAL SIGNATURES. This Agreement may be executed in three (3) counterparts, each of which when executed and delivered shall be deemed to be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The School Board shall be the last party to execute this Agreement. ALL SIGNATURES TO THIS AGREEMENT (INCLUDING JOINDERS AND NOTARIZATIONS) SHALL BE ORIGINAL SIGNATURES, NOT ELECTRONIC.

22. RECORDING OF DOCUMENTS AND FEES. The School District shall record this Agreement and any related documentation, including without limitation, Assignments, if any, and Releases, within thirty (30) days after proper execution thereof and receipt of the document and recordation costs, in the Public Records of Miami-Dade County, Florida. The Applicant shall pay all recordation costs to the School District.

23. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

24. **WAIVER OF TRIAL BY JURY. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR PARTIES WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT.**

25. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

26. **MERGER CLAUSE.** This Agreement and all Exhibits thereto set forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

27. **PUBLIC RECORDS LAWS.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention. The Parties acknowledge and accept the authority of the School Board and the City to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access the Developer's records, its/their legal representatives' and contractors' records with respect to this Agreement and the obligation of the Developer to retain and to make those records available upon request, and in accordance with all applicable laws. Developer shall keep records to show its/their compliance with this Agreement. In addition, Developer's contractors and

subcontractors must make available, upon School Board's and City's request, any books, documents, papers and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Developer, its contractors and sub-contractors shall (i) retain all records for five (5) years after the Effective Date of this Agreement; and (ii) the School Board and the City shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement. The Developer shall incorporate this Section 27 into every contract that it enters into relating to the subject Property.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

SCHOOL BOARD

Signed, sealed and delivered
in the presence of:

**THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA**, a body
corporate and politic existing under the laws
of the State of Florida

Print Name: _____

By: _____
Name: Dr. Jose L. Dotres
Title: Superintendent of Schools
Date: _____

Print Name: _____

Recommended by:

Name: Raul F. Perez
Chief Facilities Design and Construction Officer
Date: _____

Approved as to Risk Management Issues:

By: _____
Risk & Benefits Management Officer
Date: _____

Approved as to Treasury Management Issues

By: _____
Treasurer
Date: _____

To the School Board:
Approved as to form and legal sufficiency

Name: Ana R. Craft
Associate General Counsel
Date: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by means of [] physical presence or [] online notarization, JOSE L. DOTRES, Superintendent of Schools, acting on behalf of THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida, who personally appeared before me, and is [] personally known to me or [] produced _____ as identification, and who further acknowledged that he signed the above instrument with full authority, as set forth therein, on behalf of The School Board of Miami-Dade County, Florida.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

CITY OF FLORIDA CITY :

WITNESSES:

Print Name: _____

Print Name: _____

CITY OF FLORIDA CITY

By: _____

Name: Otis T. Wallace

Title: Mayor/City Manager

Date: _____

ATTEST:

City Clerk

By _____

Jennifer A. Evelyn, City Clerk

_____ day of _____, 2024.

**APPROVED AS TO FORM AND
LANGUAGE AND FOR
EXECUTION:**

By _____

Regina Menostine, City Attorney

Date: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by [] physical presence or [] by online notarization, by _____ as _____, acting on behalf of City of Florida City, a political subdivision of the State of Florida. He/she personally appeared before me, and is [] personally known to me or [] produced _____ as identification, and who acknowledged that he/she signed the above instrument with full authority, as set forth therein, on behalf of City of Florida City, Miami, Florida.

[NOTARY SEAL]

Notary: _____
Print Name: _____
My Commission expires: _____

EXHIBIT "A"

TO PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT BY AND AMONG THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA; CITY OF FLORIDA CITY; AND KL LB BUY 1, A DELAWARE LIMITED LIABILITY AND LENNAR HOMES, LLC, A FLORIDA LIMITED COMPANY

Legal Description

PARCEL 1:

THE WEST 1/2 OF LOT 1, BLOCK 1, OF MIAMI LAND AND DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF CONVEYED TO MIAMI-DADE COUNTY BY RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1683, PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND ALSO KNOWN AS: THE WEST 1/2 OF TRACT 1, BLOCK 1, OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF CONVEYED TO MIAMI-DADE COUNTY BY RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1683, PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

PARCEL 2:

LOT 16, BLOCK 1, OF MIAMI LAND AND DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF CONVEYED TO MIAMI-DADE COUNTY BY RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1683, PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND ALSO KNOWN AS TRACT 16, BLOCK 1, OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF CONVEYED TO MIAMI-DADE COUNTY BY RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1683, PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 3:

LOTS 14 AND 15, BLOCK 1, OF MIAMI LAND AND DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THEREOF THAT CERTAIN RIGHT OF WAY CONVEYED BY DEED BOOK 1683, AT PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS ALSO KNOWN AS:

A PORTION OF LOTS 14 AND 15, BLOCK 1 OF MIAMI LAND AND DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 30, TOWNSHIP 57 SOUTH RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF NORTHEAST QUARTER (NE 1/4) OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, THENCE S 89°38'53" W ALONG THE SOUTH LINE OF THE SAID NORTHEAST QUARTER FOR A DISTANCE OF 30.00 FEET TO A POINT, THENCE N 00°28'36" W FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE S 89°38'53" W ALONG A LINE 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SAID NORTHEAST QUARTER FOR A DISTANCE OF 650.42

FEET TO A POINT ON THE WEST LINE OF LOT 14; THENCE N 00°28'54" W ALONG THE WESTLINE OF LOT 14 AND LOT 15 FOR A DISTANCE OF 1305.75 FEET TO THE NORTHWEST CORNER OF SAID LOT 15; THENCE S 89°34'57" W ALONG THE NORTH LINE OF SAID LOT 15 FOR A DISTANCE OF 650.53 FEET TO A POINT ON A LINE 30 FEET WESTERLY OF THE EAST LINE OF THE SAID NORTHEAST QUARTER; THENCE S 00°28'36" E ALONG THE LINE 30 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE SAID NORTHEAST QUARTER FOR A DISTANCE OF 1306.49 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THE EAST 1/2 OF LOT 1, BLOCK 1 OF MIAMI LAND AND DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LESS AND EXCEPT THOSE PORTIONS THEREOF CONVEYED TO MIAMI-DADE COUNTY BY RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1683, PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

ALSO KNOWN AS:

A PORTION OF LOT 1, BLOCK 1 OF MIAMI LAND AND DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. LESS AND EXCEPT THOSE PORTIONS THEREOF CONVEYED TO MIAMI-DADE COUNTY BY RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1683, PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST; THENCE RUN SOUTH 89 DEGREES 31 MINUTES 02 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 30, FOR A DISTANCE OF 30.00

FEET; THE NEXT TWO DESCRIBED COURSES BEING ALONG A LINE 30.00 FEET WESTERLY OF, AND PARALLEL WITH, THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 28 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 00 DEGREES 28 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 603.25 FEET; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 1, SOUTH 89 DEGREES 32 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 310.30 FEET; THENCE ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 1, ALSO BEING THE EAST LINE OF THE WEST 1/2 OF SAID LOT 1, NORTH 00 DEGREES 28 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 603.07 FEET; THENCE ALONG A LINE 65.00 FEET SOUTHERLY OF, AND PARALLEL WITH, THE NORTH LINE OF SAID SECTION 30, NORTH 89 DEGREES 31 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 310.32 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND LYING AND BEING IN SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT “B”

**TO PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT
AGREEMENT BY AND AMONG THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA;
CITY OF FLORIDA CITY; AND KL LB BUY 1, A DELAWARE LIMITED LIABILITY AND
LENNAR HOMES, LLC, A FLORIDA LIMITED COMPANY**

SURVEY

(Consisting of 7 pages, including this title page)

TITLE REVIEW NOTES:

All the following documents listed under SCHEDULE B1, Issuing Office File Number: 110041-000343-FL of the Title Commitment prepared by CALATLANTIC NATIONAL TITLE SOLUTIONS, LLC, and Chicago Title Insurance Company with Effective Date of January 30, 2024 at 11:00 PM, under Commitment No.: LENNAR/KENNEDY LEWIS LANDBANK, furnished by the client to the undersigned to show any matter affecting the subject property.

LIST OF DOCUMENTS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.(NOT SURVEY RELATED).

2. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable. (NOT SURVEY RELATED)

3. Standard Exceptions:

A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

B. Rights or claims of parties in possession not shown by the public records. (NOT SURVEY RELATED)

C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records. (NOT SURVEY RELATED)

D. Taxes or assessments which are not shown as existing liens in the public records. (NOT SURVEY RELATED)

4. PARCEL 3: Any claim that any portion of the insured land is escheign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.(NOT ADDRESSED AS PART OF THIS SURVEY)

5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land. (NOT SURVEY RELATED)

6. PARCEL 4: Survey by Mark Steven Johnson for Schwelke Shiskin & Associates, dated 05/10/2022, File No. AJ-6100-B, discloses the following matter:

a) Overhead utility line runs along the North line of property without benefit of recorded easement. (AFFECTS AS SHOWN ON MAP OF SURVEY)

NOTE: ALL REFERENCES HEREIN ARE TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LEGAL DESCRIPTION:

PARCEL 1:
THE WEST 1/2 OF LOT 1, BLOCK 1, OF MIAMI LAND AND DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF CONVEYED TO MIAMI-DADE COUNTY BY RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1683, PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND ALSO KNOWN AS THE WEST 1/2 OF LOT 1, BLOCK 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND BEING IN MIAMI-DADE COUNTY, FLORIDA; LESS AND EXCEPT THAT PORTION THEREOF CONVEYED TO MIAMI-DADE COUNTY BY RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1683, PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 2:
LOT 16, BLOCK 1, OF MIAMI LAND AND DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION THEREOF CONVEYED TO MIAMI-DADE COUNTY BY RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1683, PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND ALSO KNOWN AS LOT 16, BLOCK 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND BEING IN MIAMI-DADE COUNTY, FLORIDA; LESS AND EXCEPT THAT PORTION THEREOF CONVEYED TO MIAMI-DADE COUNTY BY RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1683, PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 3:
LOTS 14 AND 15, BLOCK 1, OF MIAMI LAND AND DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THEREOF THAT CERTAIN RIGHT OF WAY CONVEYED BY DEED BOOK 1683, AT PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS ALSO KNOWN AS:

A PORTION OF LOTS 14 AND 15, BLOCK 1 OF MIAMI LAND AND DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF NORTHEAST QUARTER (NE 1/4) OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, THENCE S 89°38'53" W ALONG THE SOUTH LINE OF THE SAID NORTHEAST QUARTER FOR A DISTANCE OF 30.00 FEET TO A POINT, THENCE N 00°28'36" W FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE S 89°38'53" W ALONG A LINE 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SAID NORTHEAST QUARTER FOR A DISTANCE OF 650.42 FEET TO A POINT ON THE WEST LINE OF LOT 14; THENCE N 00°28'54" W ALONG THE WEST LINE OF LOT 14 AND LOT 15 FOR A DISTANCE OF 1,305.75 FEET TO THE NORTHWEST CORNER OF SAID LOT 15; THENCE S 89°34'57" W ALONG THE NORTH LINE OF SAID LOT 15 FOR A DISTANCE OF 650.53 FEET TO A POINT ON A LINE 30 FEET WESTERLY OF THE EAST LINE OF THE SAID NORTHEAST QUARTER; THENCE S 00°28'36" E ALONG THE LINE 30 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE SAID NORTHEAST QUARTER FOR A DISTANCE OF 1306.49 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THE EAST 1/2 OF LOT 1, BLOCK 1 OF MIAMI LAND AND DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LESS AND EXCEPT THOSE PORTIONS THEREOF CONVEYED TO MIAMI-DADE COUNTY BY RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1683, PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

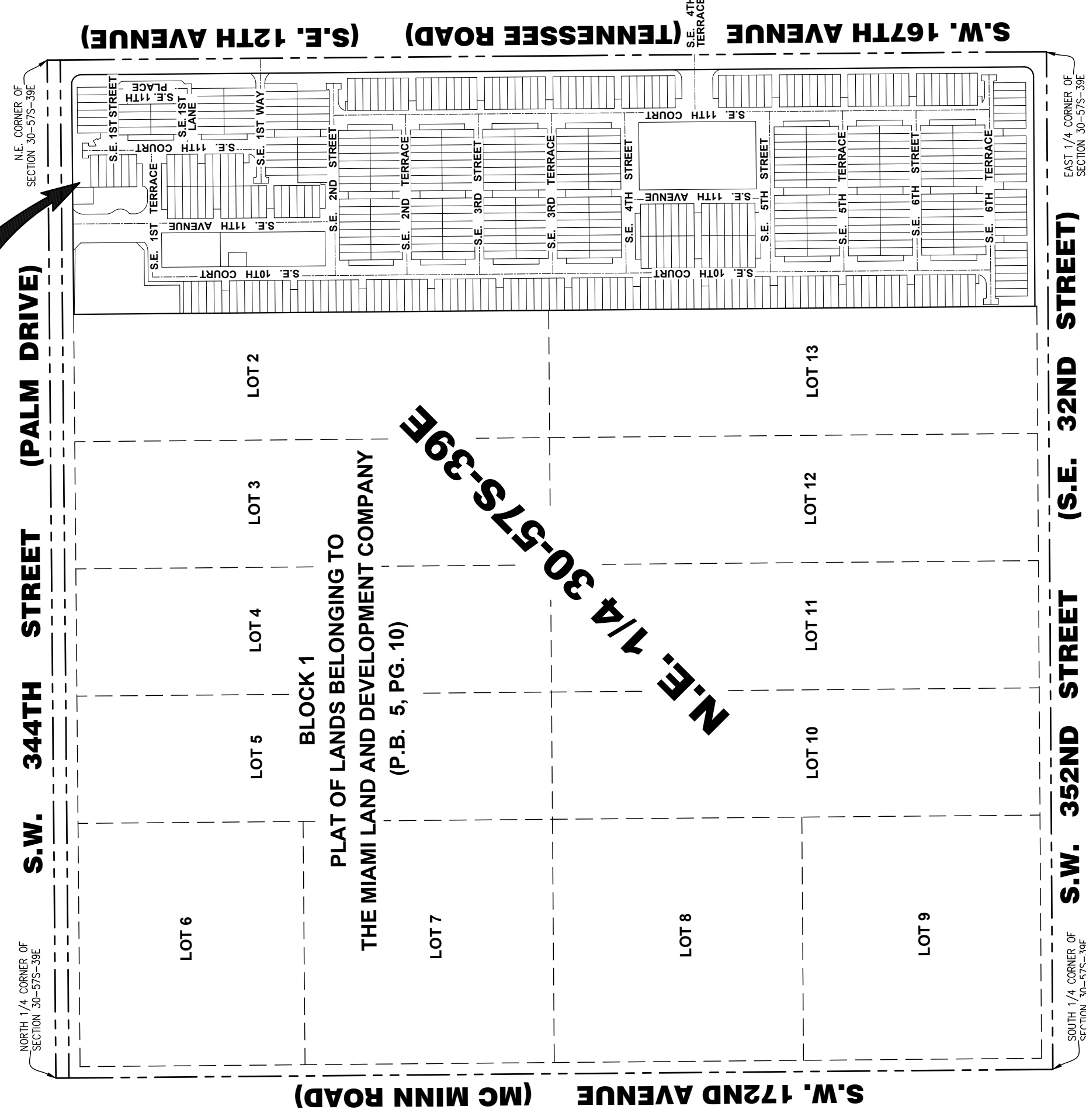
ALSO KNOWN AS:

A PORTION OF LOT 1, BLOCK 1 OF MIAMI LAND AND DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THOSE PORTIONS THEREOF CONVEYED TO MIAMI-DADE COUNTY BY RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1683, PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST; THENCE RUN SOUTH 89 DEGREES 31 MINUTES 02 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 30, FOR A DISTANCE OF 30.00 FEET; THE NEXT TWO DESCRIBED COURSES BEING ALONG A LINE 30.00 FEET WESTERLY OF, AND PARALLEL WITH, THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG THE WEST LINE OF SAID SECTION 30, CONTINUING SOUTHWEST 89 DEGREES 31 MINUTES 02 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 1, BLOCK 1, SOUTH 89 DEGREES 32 SECONDS EAST FOR A DISTANCE OF 603.25 FEET; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 1, SOUTH 89 DEGREES 32 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 310.30 FEET; THENCE ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 1, ALSO BEING THE EAST LINE OF THE WEST 1/2 OF SAID LOT 1, NORTH 00 DEGREES 28 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 603.07 FEET; THENCE ALONG A LINE 65.00 FEET SOUTHERLY OF, AND PARALLEL WITH, THE NORTH LINE OF SAID SECTION 30, NORTH 89 DEGREES 31 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 310.32 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND LYING AND BEING IN SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA.

ST. GERMAIN ASSEMBLAGE



LOCATION MAP
N.E. 1/4 OF SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST
CITY OF FLORIDA
MIAMI-DADE COUNTY, FLORIDA
(SCALE 1" = 300')

SURVEYOR'S NOTES:

1) The herein captioned property was surveyed and described based on the Legal Description as shown on Exhibit "A" of the TITLE COMMITMENT provided by client.

2) There may be additional restrictions not shown on this survey that may be found in the Public Records of this County. Examination of TITLE POLICY was made to determine recorded instruments, if any affecting this property.

3) Accuracy: The accuracy obtained by field measurement and office calculation of a closed geometric figures meets and exceeds the Standards of Practice requirements for this Type of Survey as Defined in Rule 5J-17, Florida Administrative Code.

Elevations of well identified features as depicted on the Survey Map were measured to an estimated vertical position accuracy of 1/100 of a foot on hard surfaces and 1/10 of a foot on ground surfaces.

Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.

4) Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown herein.

5) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

6) Contact the appropriate authority prior to any design work on the herein described parcel for Building and Zoning information.

7) Underground utilities are not depicted herein, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown herein.

8) Ownership subject to OPINION OF TITLE.

9) Type of Survey: ALTA/NSPS LAND TITLE SURVEY.

10) Subject Property Area:
Gross: 1,676,402.72 Square Feet and/or 38.48 Acres more or less.
Net: 1,647,154.65 Square Feet and/or 37.81 Acres more or less. (After Right-of-Ways Deductions)

11) North arrow direction and bearings shown herein are based on an assumed value of S00°29'00"E, along the East line of the N.E. 1/4 of Section 30, Township 57 South, Range 39 East, as shown on the Township Map of Miami-Dade County, Florida.

12) Elevations shown herein are based on: National Geodetic Vertical Datum of 1929 (N.G.V.D.29)

13) Miami-Dade Bench Mark Used: F-10-R Elevation= 5.99' (N.G.V.D.29)

S.W. 344th Street --- 8.1' North of Edge of Pavement

S.W. 167th Avenue --- 66.6' West of Centerline

Bench Mark is a PK Nail and Brass Washer in Concrete Headwall of Culvert.

14) Temporary Bench Mark (T.B.M.):

T.B.M.# 1: Found Nail and Disc on Edge of Pavement --- 35' North of N.W. Corner of Property

Elevation: 7.10' (N.G.V.D.29)

T.B.M.# 2: Found Nail and Disc on Center Line Intersection of S.W. 352nd Street (S.E. 32nd Street) and S.W. 167th Avenue (Tennessee Road) (S.E. 12th Avenue) --- East 1/4 Corner of Section 30-57S-39E

Elevation: 4.66' (N.G.V.D.29)

15) Property Address:

16730 S.W. 344th Street

Florida City, Florida 33034

16) Flood Zone: "AH"

Base Flood Elev= 4.0'

AS PER FEMA Flood Number: 1208650730L

Community Number: 2064 (CITY OF FLORIDA CITY)

Date: September 11, 2009.

17) Field Book: S.N.D. Project No.: 23A031-5801 Data Collector File: ST GERMAN TS.txt, ST GERMAN GPS.txt
18) This Map of Survey is intended to be displayed at a scale of One inch equals 300 feet (Location Map Sheet 1 of 6) and One inch equals 30 feet (Sheet 2 thru 6 of 6) or smaller.

19) All parcels shown herein are contiguous along their common boundary lines without gap, gore, overlap, or hiatus.

20) The Subject Property has direct access to S.W. 167th Avenue, S.W. 352nd Street AND S.W. 344th STREET, all being Public Dedicated Right-of-Way, and FLORIDA AVENUE, a private road.

SURVEYOR'S CERTIFICATE:

Certify to The School Board of Miami-Dade County, Florida and Walter J. Harvey, School Board Attorney and his successors in office.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(c), 6(b), 7(c), 8, 9, 11, 13, 14, 16, 17 and 18 of Table A thereof.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 5J-17.062, Florida Administrative Code, and conforms with the Standards of Practices set forth by the Florida Board of Land Surveyors and Mappers pursuant to Section 472.027, Florida Statutes.

The fieldwork was completed on January 8th, 2024

Date of Plat or Map: March 4, 2024

FORD, ARMENTEROS & FERNANDEZ, INC., L.B. 6557

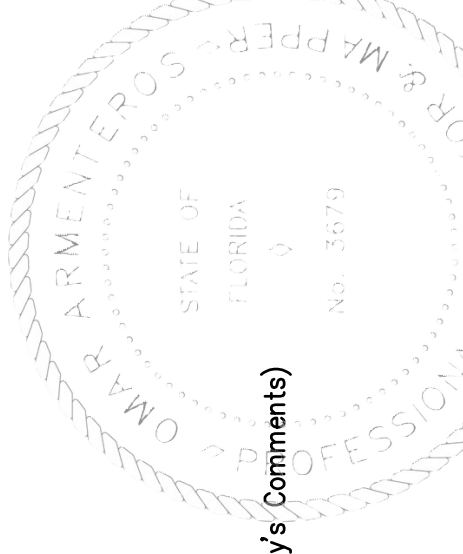
Original Field Work Survey Date: JANUARY 8th, 2024

Revision 1: January 8th, 2024 (Update Survey and Revised Tplat as per CITY's Comments)

Revision 2: January 22nd, 2024 (Update Survey)

Revision 3: February 13th, 2024 (Revise Title Commitment Only)

Revision 4: March 4th, 2024 (Recertification Only)



By: **Omar Armenteros, P.S.M.**, For the Firm
Professional Surveyor and Mapper
State of Florida, Registration No. 3679

FORD, ARMENTEROS & FERNANDEZ, INC.
1959 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA, 33172
PH: (305) 477-6472
FAX: (305) 470-2885
L.B. No. 6557

NO.	DATE	DESCRIPTION
1	01/08/24	UPDATE SURVEY AND REVISED TPLAT AS PER CITY'S COMMENTS
2	01/22/24	UPDATE SURVEY
3	02/13/24	REVISE TITLE COMMITMENT ONLY
4	02/04/24	RECERTIFICATION ONLY

TYPE OF PROJECT:	SHEET NAME:	CLIENT:
ALTA/NSPS LAND TITLE SURVEY	LEGAL DESCRIPTION, SURVEYOR'S NOTES, TITLE REVIEW NOTES AND LOCATION MAP	LENNAR HOMES, LLC

SCALE:	AS SHOWN
DRAWN BY:	E.D./D.R.
DATE:	March 4, 2024
PROJECT NO.:	23A031-5801
SHEET:	1
OF 6 SHEETS	

ST. GERMAIN ASSEMBLAGE

SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST
MIAMI-DADE COUNTY, FLORIDA
PROJECT LOCATION:
SECTION 30, TOWNSHIP 57 SOUTH, RANGE 39 EAST
CLIENT ADDRESS:
5505 BLUE LAGOON DRIVE, 5 FLOOR
MIAMI, FLORIDA 33126

