

## Sanchez, Rodzandra (COE)

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**From:** Diaz-Greco, Gilma M. (COE)  
**Sent:** Wednesday, April 26, 2017 1:45 PM  
**To:** Sanchez, Rodzandra (COE)  
**Subject:** Rebeca Sosa, Miami-Dade County Commissioner (DIST 6) (Voting Conflict) INQ 17-126  
**Attachments:** Agenda Package.pdf

INQ 17-126 Sosa

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**From:** Centorino, Joseph (COE)  
**Sent:** Wednesday, April 26, 2017 12:27 PM  
**To:** Castro, Vivian (DIST6) <Vivian.Castro@miamidade.gov>; Aguirre, Betty (DIST6) <Betty.Aguirre@miamidade.gov>; Fernandez, Alejandro J. (DIST6) <ALEJANDRO@miamidade.gov>  
**Cc:** Turay, Radia (COE) <Radia.Turay@miamidade.gov>; Perez, Martha D. (COE) <perezmd@miamidade.gov>; Diaz-Greco, Gilma M. (COE) <Gilma.Diaz-Greco@miamidade.gov>; Sanchez, Gerald (CAO) <Gerald.Sanchez@miamidade.gov>; Kirtley, Eddie (CAO) <Eddie.Kirtley@miamidade.gov>  
**Subject:** INQ 17-126 Rebeca Sosa, Miami-Dade County Commissioner (DIST 6) (Voting Conflict)

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Ms. Castro,

You have inquired on behalf of Miami-Dade County Commissioner Rebeca Sosa (DIST 6) regarding whether she would have a voting conflict of interest under Section 2-11.1(d) of the County Ethics Code in voting on or otherwise participating in an item coming before the County Commission entitled, "Concurrency Proportionate Share Mitigation Development Agreement," which is to be executed by Miami-Dade County, Miami-Dade County Public Schools, and Century Hombuilders Group LLC. The issue involves school construction within your district and the need for such construction to be included in the County's concurrency requirements for infrastructure. Commissioner Sosa has asked this question in light of her employment by the Miami-Dade County Public Schools at Lindsey Hopkins Technical Center, as Curriculum/Program facilitator of services related to the count-wide South Florida Workforce one-stop delivery system.

Based upon my review of the item, it does not appear that this issue will affect Commissioner Sosa personally or in her employment capacity with the School district. As an employee of a governmental agency at the School District, she is not automatically disqualified from voting on issues that may affect her employing agency. Additionally, she would not personally profit or be enhanced by this item. Therefore, it is my opinion that Commissioner Sosa may vote on and otherwise participate in as well as sponsor this item before the County Commission.

Sincerely,

*Joseph M. Centorino*

Executive Director and General Counsel  
Miami-Dade Commission on Ethics and Public Trust  
19 W. Flagler Street, Suite 820  
Miami, FL 33130  
Tel: (305) 579-2594  
Fax: (305) 579-0273  
[ethics.miamidade.gov](http://ethics.miamidade.gov)



**From:** Castro, Vivian (DIST6)  
**Sent:** Tuesday, April 25, 2017 3:51 PM  
**To:** Centorino, Joseph (COE) <[Joseph.Centorino@miamidade.gov](mailto:Joseph.Centorino@miamidade.gov)>  
**Cc:** Aguirre, Betty (DIST6) <[Betty.Aguirre@miamidade.gov](mailto:Betty.Aguirre@miamidade.gov)>; Fernandez, Alejandro J. (DIST6) <[ALEJANDRO@miamidade.gov](mailto:ALEJANDRO@miamidade.gov)>  
**Subject:** Request for Conflict of Interest Opinion

Dear Mr. Centorino:

Good afternoon. The County's RER Department approached Commissioner Sosa for potential sponsorship of the attached item. The item is a Mitigation Development Agreement between the MDCPS, the County and Century Homebuilders Group, LLC. Upon review, Commissioner Sosa thought it would be prudent to seek a conflict of interest opinion before she provides the RER Department with any type of feedback on the item, as the item concerns MDCPS.

Thank you and your staff in advance for your assistance with this request.

Kind regards,

Vivian

Vivian Castro  
Legislative Director  
Office of Commissioner Rebeca Sosa  
District 6 Office: 305-267-6377 1000 SW 57th Avenue, Suite 201, Miami, FL 33144  
Downtown Office: 305-375-5696 111 NW 1st Street, Suite 220, Miami, FL 33128  
[Twitter](#) | [Facebook](#) | [Website](#) | [Newsletter Sign-up](#)

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**From:** Grice, Sonia J. (Office of the Mayor)  
**Sent:** Tuesday, April 18, 2017 6:27 PM  
**To:** Castro, Vivian (DIST6) <[Vivian.Castro@miamidade.gov](mailto:Vivian.Castro@miamidade.gov)>  
**Cc:** Morlote, Mario F. (RER) <[MARIOM@miamidade.gov](mailto:MARIOM@miamidade.gov)>; Marsellos, Bia (RER) <[Bia.Marsellos@miamidade.gov](mailto:Bia.Marsellos@miamidade.gov)>  
**Subject:** FW: Request for Sponsorship Approval - Public School Concurrency Proportionate Share Mitigation Development Agreement between the School Board, Century Homebuilders Group, LLC, and the County

Good evening Vivian,

Attached for your review is a copy of a resolution seeking approval to execute a Public School Concurrency Proportionate Share Mitigation development agreement between the School Board, Century Homebuilders Group, LLC, and the County.

The item is subject to BCC sponsorship and we are respectfully requesting that Commissioner Sosa consider sponsoring the item since it impacts District 6. Staff would like for the item to be heard during the May 2017 committee cycle.

If additional information is required please contact Mario Morlote at (305) 375-2821 or me.

Thank you...

**SONIA GRICE**  
**ASSISTANT TO THE DEPUTY MAYOR**  
**OFFICE OF THE MAYOR**  
**111 NW 1ST STREET**  
**SUITE 2910**  
**MIAMI, FL 33128**  
**TELEPHONE: 305-375-2753**

email: [SER@miamidade.gov](mailto:SER@miamidade.gov)  
***"Delivering Excellence Every Day"***

# 292781 AGENDA REVIEW FORM

Please process the attached agenda item for the Committee and/or BCC agenda(s) as indicated below.

**Department**

**Regulatory and Economic Resources, 305-375-2872**

**File/Title:**

School Concurrency Proportionate Share Mitigation

**Consent Agenda:**

☐ Yes ☒ No

*(If "yes" explain. If "yes" and further requires matching funds, Mayor's transmittal memorandum to include statement that matching funds are properly budgeted as determined by OMB).*

**Requires Committee Review:**

☒ Yes ☐ No May 2017

**Preferred BCC Agenda Date:**

4/6/17

**Requires Municipal Notification:**

☐ Yes ☒ No

**Public Hearing Required:**

☐ Yes ☒ No

**If yes, is public hearing at BCC or Committee?**

*(Please attach a copy of proof that the item has or will be advertised as a public hearing.)*

**Quasi-Judicial Item:**

☐ Yes ☒ No

**Departmental Budget Code for Printing:**

*(Please provide budget code if item is 50 pages or more.)*

Transmittal of Public School Concurrency Proportionate Share Mitigation Development Agreement between the School Board of Miami-Dade County, Florida, Miami-Dade County and the Applicant, Century Homebuilders Group, LLC

**List Attachment(s):**

Mayor's memo, Resolution, Agreement

**County Attorney's Review:**

☒ Item is subject to BCC sponsorship and is approved subject to final review as to form and legal sufficiency.

☐ Item is not subject to BCC sponsorship and is approved as to form and legal sufficiency.

*If any changes are made to this document, those changes must be approved by the County Attorney's Office.*

[Signature]  
Assistant County Attorney (Print Name)

3/16/17  
Signature and Date

**RER-ADMIN approval of fiscal:**

Approved per email from C. Ermi-Martinez on 3/18/2017

**RER-INTERGOV approval of legislation:**

MM 3/23/17

[Signature]  
Approved - Dept. Director / Deputy Director

Date

[Signature]  
Approved - Mayor's Office

Date

**Commissioner Sponsor:**

*(To be provided by Department/Mayor's Office)*

# Memorandum



**Date:**

**To:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the name in the "From:" field.

**Subject:** Resolution Authorizing Miami-Dade County to enter into a Public School Concurrency Proportionate Share Mitigation Development Agreement with the School Board of Miami-Dade County, Florida and the Applicant, Century Homebuilders Group, LLC

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's designee to enter into a Public School Concurrency Proportionate Share Mitigation Development Agreement (Agreement) with the School Board of Miami-Dade County, Florida (School Board) and the Applicant, Century Homebuilders Group, LLC, which would allow the Applicant to construct 122 attached single-family residential units.

The Agreement is consistent with the requirements of the Interlocal Agreement (Interlocal) for Public School Facility Planning between Miami-Dade County and the School Board dated May 7, 2009.

## **Scope**

The proposed Agreement will have an impact on Commission District 6, which is represented by Commissioner Rebeca Sosa.

## **Fiscal Impact/Funding Source**

The Agreement will not have a fiscal impact on Miami-Dade County as it will not result in additional staffing needs or create future operational costs.

## **Track Record/Monitor**

The Assistant Director of the Planning Division in the Department of Regulatory and Economic Resources, Jerry Bell, AICP, will administer and monitor the implementation of the Agreement.

## **Background**

Chapter 163.3180 of the Florida Statutes requires local governments that apply concurrency to public education facilities to include principles, guidelines, standards, and strategies, such as adopted levels of service, in their comprehensive plans and interlocal agreements. On April 21, 2009, the Board approved Resolution No. R-423-09, which authorized to execute the Interlocal for Public School Facility Planning in order to implement public school concurrency and coordinate the approval of residential development with the provision of adequate public school facilities. The County and the School Board entered into the Interlocal for Public School Facility Planning on May 7, 2009.

On April 6, 2016, Century Homebuilders Group, LLC, as Property Owner/Applicant, filed with Miami-Dade County a Tentative Plat, Plat No. 23778, seeking to develop 122 attached single-family residential units in the vicinity of SW 4 Street and SW 92 Avenue, Folio No. 30-4004-0000-283. Miami-Dade County Public Schools reviewed the proposed development and determined that the required public school level of service for elementary schools would not be met, pursuant to the following:

- 1) Adequate school facility capacity is not available for 22 elementary school students anticipated to be generated by the proposed residential dwelling units, at the level of service standard within the applicable Concurrency Service Area.

- 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.
- 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.

Pursuant to the Interlocal for Public School Facility Planning, the property owners are required to mitigate their impacts, where new residential dwelling units will result in a failure to achieve the adopted level of service standard. In order to mitigate the impact and proceed with the development, the attached Agreement is required. The Interlocal for Public School Facility Planning requires that the School Board, the County and the Applicant approve the Agreement.

The demand for public school created by the proposed development would result in a deficit of 22 elementary school student stations that must be mitigated for the Applicant to proceed with the development. The attached Agreement requires the Applicant, Century Homebuilders Group, LLC, to provide Monetary Proportionate Share Mitigation equivalent to the full capital cost of \$494,780.00 for a public school project comprised of one (1) elementary classroom consisting of 22 student stations, which will be added to the first three (3) years of the School District's Facilities Work Program. The Monetary Proportionate Share Mitigation funds shall be used by the School District to provide for the creation of one (1) classroom of 22 elementary school student stations at Charles R. Hadley Elementary School, 8400 NW 7 Street, Miami, FL.



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Jack Osterholt  
Deputy Mayor

Attachment

Approved \_\_\_\_\_ Mayor \_\_\_\_\_ Agenda Item No.  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE MAYOR OR  
MAYOR'S DESIGNEE TO EXECUTE A PUBLIC  
SCHOOL CONCURRENCY PROPORTIONATE SHARE  
MITIGATION DEVELOPMENT AGREEMENT BETWEEN  
MIAMI-DADE COUNTY, THE SCHOOL BOARD OF  
MIAMI-DADE COUNTY AND APPLICANT, CENTURY  
HOMEBUILDERS GROUP, LLC, TO ADDRESS PUBLIC  
SCHOOL CONCURRENCY

**WHEREAS**, Chapter 163.3180, Florida Statutes requires local governments that apply concurrency to public education facilities to include principles, guidelines, standards, and strategies, including adopted levels of service in their comprehensive plans and interlocal agreements;

**WHEREAS**, Objective EDU-2 of the Educational Element of Miami-Dade County's Comprehensive Development Master Plan (CDMP) sets forth the County's concurrency standards, as required by State law, and Policies CIE-3C and EDU-2A of the Miami-Dade County CDMP establish level of service standards for public schools; and

**WHEREAS**, Miami-Dade County and the School Board of Miami-Dade County, Florida, entered into an Interlocal Agreement for Public School Facility Planning, which was adopted by the County by Resolution No. R-423-09, setting forth more detailed standards for satisfying public school concurrency requirements; and

**WHEREAS**, Section 9.2(e) of that Interlocal Agreement requires review for public school concurrency at time of application for final plat, site plan or functional equivalent; and

**WHEREAS**, on April 8, 2016, Century Homebuilders Group, LLC (Applicant), filed with the County a Tentative Plat, Plat #23778, in the vicinity of SW 4 Street and SW 92 Avenue,

Miami-Dade County, seeking to develop 122 attached single-family residential units (Proposed Development); and

**WHEREAS**, the School Board reviewed the impact of the Proposed Development on each of the three school levels (elementary, middle and senior high schools) and determined that the Proposed Development does not meet the level of service standard and that adequate public school facility capacity is not available or programmed within the next three years for twenty-two (22) of the elementary school students generated by the Proposed Development; and

**WHEREAS**, for an application that fails to achieve or maintain the level of service standard for public school concurrency, the CDMP and the Interlocal Agreement provide for public school concurrency to be satisfied through several options for proportionate share mitigation, which require the Applicant to execute a legally binding commitment to provide mitigation proportionate to the deficiency demand that the Proposed Development creates for public school facilities; and

**WHEREAS**, where proportionate share mitigation is required, Section 9.2(e) of the Interlocal Agreement and CDMP Policy EDU-2C(b) require a Public School Concurrency Proportionate Share Mitigation Development Agreement to be entered into between the School Board, the Board of County Commissioners, and the Applicant prior to issuance of the final plat, site plan or functional equivalent; and

**WHEREAS**, the Applicant agreed to the terms of the attached Public School Concurrency Proportionate Share Mitigation Development Agreement, which provides for the applicant to pay the full capital cost of a public school project, comprised of one elementary school classroom of twenty-two (22) students stations, the monetary proportionate share mitigation, which will be added to the first three (3) years of the School District's Facilities



Work Program, to address deficiencies in the elementary public school level of service standard as a result of the Proposed Development; and

**WHEREAS**, the parties agree that the monetary proportionate share mitigation funds shall be used by the School District to provide for the creation of one classroom of twenty-two (22) elementary school student stations at Charles R. Hadley Elementary School, 8400 NW 7 Street, Miami-Dade County; and

**WHEREAS**, the Public School Concurrency Proportionate Share Mitigation Development Agreement requires the Applicant to execute said Agreement by March 1, 2017; and

**WHEREAS**, the School Board authorized execution of the Public School Concurrency Proportionate Share Mitigation Development Agreement on March 15, 2017;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby authorizes the Mayor or Mayor's designee to execute the Public School Concurrency Proportionate Share Mitigation Development Agreement, in substantially the form attached hereto, as Exhibit A, between Miami-Dade County, the School Board of Miami-Dade County, Florida, and the Applicant, Century Homebuilders Group, LLC, to address public school concurrency.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this  
day of \_\_\_\_\_, 2017. This resolution shall become effective upon the earlier of (1) 10 days after  
the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective  
only upon an override by this Board, or (2) approval by the County Mayor of this resolution and  
the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



This instrument prepared by  
Ana Rijo-Conde  
Miami-Dade County Public Schools  
1450 NE 2 Avenue, Room 525  
Miami, Florida 33132

After Recording return to:  
Ana R. Craft, Esquire  
School Board Attorney's Office  
1450 NE 2<sup>nd</sup> Avenue, #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 \_\_\_\_\_, 2017, by and among **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<sup>ND</sup> Avenue, Miami, Florida 33132; **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**County**", whose address is 111 NW First Street, Miami, Florida 33128; and **CENTURY HOMEBUILDERS GROUP, LLC**, a Florida limited liability company, hereinafter referred to as "**Applicant**" or "**Developer**", whose address is 782 NW 42 Avenue, Suite 650, Miami, Florida 33126. The School Board, County and Applicant are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**."

### **RECITALS:**

**WHEREAS**, the Applicant is the developer of that certain tract of land (consisting of Folio # 3040040000283) located in the County, 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 122 single-family attached residential dwelling units on the Property (the **“Development Proposal”**); and

**WHEREAS**, the School Board and the County entered into that certain Interlocal Agreement for Public School Facility Planning Between Miami-Dade County And Miami-Dade County Public Schools, dated May 4, 2009 (adopted and executed by the County on May 7, 2009), 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**, on March 9, 2016, Orot Flagler, LLC obtained an initial development order for the Property (Resolution No. CZAB10-6-16), incorporated herein by reference; and

**WHEREAS**, Orot Flagler LLC, conveyed title to the subject Property to Century Homebuilders Group, LLC, by that certain Special Warranty Deed, dated April 7, 2016, filed April 8, 2016, in Official Records Book 30031, at Page 2372, of the Public Records of Miami-Dade County, Florida, incorporated herein by reference; and

**WHEREAS**, on April 8, 2016 Century Homebuilders Group, LLC filed a T-Plat application for the Property (T-23778), incorporated herein by reference, 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) of the elementary 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 the Proportionate Share Mitigation option, the full capital cost of a public school project, comprised of one elementary school classroom of twenty-two (22) student stations ("**Monetary Proportionate Share Mitigation**"), as hereinafter described, which will be added to the first three (3) years of the School District's Facilities Work Program; and

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

**WHEREAS**, The School Board of Miami-Dade County, Florida, has authorized the execution of this Agreement in accordance with Board Item F-\_\_, Board Action No. \_\_\_\_\_, at its meeting of March 15, 2017; and

**WHEREAS**, the County, at its meeting of \_\_\_\_\_, 2017, duly passed and adopted on that date, Resolution No. \_\_\_\_\_, authorizing the appropriate County officials to enter into this Agreement; and

**WHEREAS**, the Applicant has duly approved this Agreement, and represented to the School Board and to the County, and hereby confirms, that Sergio Pino, as Manager of Century Homebuilders Group, LLC, a Florida limited liability company, has been and is hereby fully authorized to execute this Agreement on behalf of Century Homebuilders Group, LLC, pursuant to written consent issued \_\_\_\_\_.

**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 County.

4. **MONETARY PROPORTIONATE SHARE MITIGATION.** The Parties agree that the amount of the Monetary Proportionate Share Mitigation shall be Four Hundred Ninety Four Thousand Seven Hundred Eighty Dollars (\$494,780.00). The Monetary Proportionate Share Mitigation funds shall be used by the School District to provide for the creation of one classroom of twenty-two (22) elementary school student stations at Charles R. Hadley Elementary School (the “**School Project**”). 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 County 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 Allocation to the extent of the School Capacity provided by the Monetary Proportionate Share Mitigation.

Delivery of the Monetary Proportionate Share Mitigation payment shall be made by the Applicant in two separate disbursements to the School Board, totaling \$494,780, and under the following terms and conditions:

- not later than May 31, 2017, the Developer shall provide payment to the School District of Two Hundred Seventy Thousand Eight Hundred Forty Dollars (\$270,840.00) 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. This amount has been established as the estimated amount of the Applicant's Educational Facilities Impact Fees, as further defined in Section 5 of this Agreement; and
- not later than May 31, 2017, the Developer shall also provide the School District with an irrevocable Standby Letter of Credit, from a Florida Qualified Public Depository (QPD) Bank that can be drawn by the School Board upon demand, in the amount of Two Hundred Twenty Three Thousand Nine Hundred Forty Dollars (\$223,940) . The Letter of Credit shall be in a form acceptable to the School District's Office of Treasury Management, in its sole and absolute discretion and authority. The Parties acknowledge and agree that the Letter of Credit shall be drawn by the District on December 15, 2017 or upon issuance by the local jurisdictional authority of 50% plus one (1) building permits for the Project, whichever comes first, for its full cash value, provided the Developer has not delivered a payment of \$223,940 to the School District via a Cashier's Check or wire transfer prior to December 15, 2017.



The Parties further agree that, notwithstanding any other provision of this Agreement, subsequent to issuance of the Finding by the School District, in the event the financial institution issuing the Letter of Credit should fail or the School District is unable to draw and secure the cash value of the Letter of Credit, as detailed above, for any reason beyond the School District's control, the Developer shall provide payment to the School District of \$223,940 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 two (2) business days of written notice of demand from the School Board. In the event the Developer fails to provide payment to the School District of \$223,940 in lieu of the Letter of Credit as prescribed above, the following shall occur: (1) the Finding shall be immediately revoked by the School District and the County shall be so notified; (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; and (3) in the event the County has issued one or more building permits to the Developer for the Project, the County will not issue a Temporary Certificate of Use and Occupancy, a Certificate of Occupancy or equivalent to the Developer, for its Project, until such time as the Developer meets its Public School Concurrency Proportionate Share Mitigation obligation under the ILA.

In the event the 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 may 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, the Parties agree that the School District shall provide a credit estimated at Two Hundred Seventy Thousand Eight Hundred Forty Dollars (\$270,840.00), toward any Educational Facilities Impact Fees imposed by Miami-Dade County ordinance for construction of the Development Proposal ("**Impact Fee Credit**"). However, in no event will the Impact Fee Credit exceed the amount of cash received by the School District from the Applicant; that is, until such time as the second payment is made or the Letter of Credit is successfully converted to cash and deposited by the School District, the total amount of the Impact Fee Credit cannot exceed \$270,840. 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 may impose as part of its administrative process.

6. **MITIGATION BANKING.** The Applicant has selected the Monetary Proportionate Share Mitigation option which will provide for the cost of construction by the School District of one elementary school classroom, which equals the number of student stations required to address the Residential Development's impact. As such, no Mitigation Bank will be created.

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 May 31, 2017. Failure to deliver this Agreement to the School Board executed by the Applicant by March 1, 2017 and by the County by April 21, 2017, may, in the sole discretion of the School District, result in the revocation of the Concurrency Determination issued by the School District on February 8, 2016, 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 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 ("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 N.E. Second Avenue, Room 912  
Miami, Florida 33132

With copies to:

Miami-Dade County Public Schools  
Facilities Planning  
Attn: Deputy Chief Facilities & Eco-Sustainability Officer  
1450 N.E. Second Avenue, Room 525  
Miami, Florida 33132  
[Arijo@dadeschools.net](mailto:Arijo@dadeschools.net); and [concurrency@dadeschools.net](mailto:concurrency@dadeschools.net)

The School Board of Miami-Dade County, Florida  
c/o School Board Attorney  
1450 NE 2 Avenue, Suite 400  
Miami, Florida 33132  
[Walter.Harvey@dadeschools.net](mailto:Walter.Harvey@dadeschools.net) &  
[Acraft@dadeschools.net](mailto:Acraft@dadeschools.net)

**In the case of Notice or communication to the Applicant:**

Sergio Pino, Manager  
Century Homebuilders Group, LLC  
782 NW 42 Avenue, Suite 650  
Miami, Florida 33126  
Phone: [sergiopino@century.com](mailto:sergiopino@century.com)

With a copy to:

Juan J. Mayol, Jr., Esquire  
701 Brickell Avenue, Suite 3300  
Miami, Florida 33131  
Phone: 305 374.8500  
[Juan.Mayol@hklaw.com](mailto:Juan.Mayol@hklaw.com)

**In the case of Notice or communication to the County:**

Mark R. Woerner, AICP, Assistant Director,  
Assistant Director for Planning, Department of Regulatory and Economic Resources  
Development Services Division  
Miami-Dade County  
111 NW 1st Street - 11th Floor  
Miami, Florida 33128  
Phone: 305-375-2842  
Fax: 305-375- 2560  
[mark.woerner@miamidade.gov](mailto:mark.woerner@miamidade.gov)

With a copy to:

Dennis A. Kerbel, Assistant County Attorney  
Miami-Dade County  
111 NW 1st Street – Suite 2800  
Miami, Florida 33128  
Phone: 305-375- 5229  
Fax: 305-375- 5634  
[DKERBEL@miamidade.gov](mailto:DKERBEL@miamidade.gov)

- 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 County and counsel for the Applicant may deliver Notice on behalf of the School Board, the County 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 11<sup>th</sup> 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 the first building permit for the Development Project; 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 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.

21. **COUNTERPARTS.** 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.

22. **RECORDING OF DOCUMENTS.** 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 County 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 County'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 County 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@ddeschools.net](mailto:pr@ddeschools.net), and 1450 NE 2 Avenue, Miami,  
Florida 33132.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates under each signature, and this Agreement shall be effective pursuant to Section 8 hereof:

APPLICANT/DEVELOPER

WITNESSES:

Signature

Print Name

Signature

Print Name

CENTURY HOMEBUILDERS GROUP,  
LLC, a Florida limited liability company

By:

Name: Sergio Pino

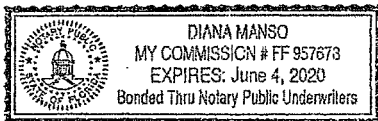
Title: Manager

Date: MARCH 1, 2017

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

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 2017, by Sergio Pino, as Manager of Century Homebuilders Group, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:



Notary Public – State of Florida

Printed Name

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

**JOINDER BY MORTGAGEE CORPORATION**

The undersigned, Capital Bank Corporation, a North Carolina banking corporation and Mortgagee under that certain mortgage from Century Homebuilders Group, LLC, a Florida limited liability company, recorded in Official Records Book 30031, Pages 2375-2404, along with Assignment of Leases and Rents, recorded in Official Records Book 30031, Page 2405, UCC Financing Statement, recorded in Official Records Book 30031, Page 2417, and Mortgage Modification Agreement, recorded in Official Records Book 30035, Page 883, all in the public records of Miami-Dade County, Florida, covering all/or a portion of the property described in the Tri-Party Proportionate Share Mitigation Agreement, does hereby consent to the execution of the foregoing Public School Concurrency Proportionate Share Mitigation Development by Century Homebuilders Group, LLC, a Florida limited liability company and agrees that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Public School Concurrency Proportionate Share Mitigation Development shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS WHEREOF, these presents have been executed this \_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSES:

Capital Bank Corporation, a North Carolina  
banking corporation

By: (Insert Name of Authorized Signator)  
its Director

\_\_\_\_\_  
Signature

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

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

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_, of Capital Bank Corporation, a North Carolina banking corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_, as identification and did/did not take an oath.

\_\_\_\_\_  
Signature

Notary Public State of \_\_\_\_\_

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

#47872203\_v1

**SCHOOL BOARD**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

Name: Alberto M. Carvalho

Title: Superintendent of Schools

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

Recommended by:

\_\_\_\_\_

Name: Jaime G. Torrens

Title: Chief Facilities Officer

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

Recommended by:

\_\_\_\_\_

Name: Michael Fox

Risk Management & Benefits Officer

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

**Recommended as to financial  
sufficiency  
by:**

\_\_\_\_\_

Name: Leonardo Fernandez

Treasurer

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

To the School Board:

Approved as to form and legal sufficiency

\_\_\_\_\_

Name: Ana R. Craft

Assistant School Board Attorney

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

**ACKNOWLEDGMENT**

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by ALBERTO M. CARVALHO, as 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:** \_\_\_\_\_



**MIAMI-DADE COUNTY :**

**WITNESSES:**

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

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

**MIAMI-DADE COUNTY**

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

\_\_\_\_\_, Mayor

\_\_\_\_ day of \_\_\_\_\_, 2017.

**ATTEST:**

Harvey Ruvin, Clerk

By \_\_\_\_\_  
Deputy Clerk

\_\_\_\_ day of \_\_\_\_\_, 2017.

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

By \_\_\_\_\_  
County Attorney

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

**EXHIBIT "A"**  
**TO PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE**  
**MITIGATION DEVELOPMENT AGREEMENT AMONG**  
**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLA; AND**  
**MIAMI-DADE COUNTY; AND**  
**CENTURY HOMEBUILDERS GROUP, LLC**

**LEGAL DESCRIPTION:**

THE NW 1/4 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS THE WEST 35.00 FEET THEREOF; SUBJECT TO 30 FOOT ROAD AND DRAINAGE CANAL, RIGHT-OF-WAY AS SHOWN ON PLAT OF RICHARDSON- KELLET COMPANY'S PLAT, SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 100, OF THE PUBLIC RECORDER OF MIAMI-DADE COUNTY FLORIDA.

**SKETCH OF BOUNDARY SURVEY**  
**CENTURY PARK PLACE**  
 A REPEAT OF A PORTION OF PLAT 8, BLOCK 4, SIGNATURES TRAIL COMPANY PLAT, PLAT BOOK 4 AT PAGE 100  
 LYING IN SECTION 34, TOWNSHIP 34 NORTH, RANGE 40 EAST  
 MIAMI-DADE COUNTY, FLORIDA

SCALE: 1" = 50'

**LOCATION MAP**  
 CENTURY PARK  
 CENTURY PARK PL.  
 S.W. 1st ST.  
 S.W. 2nd ST.  
 S.W. 3rd ST.  
 S.W. 4th ST.  
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**LEGEND**  
 1. VACANT LOT  
 2. CENTURY PARK  
 3. CENTURY PARK PL.  
 4. S.W. 1st ST.  
 5. S.W. 2nd ST.  
 6. S.W. 3rd ST.  
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**NOTES**  
 1. VACANT LOT  
 2. CENTURY PARK  
 3. CENTURY PARK PL.  
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**AMERICAN SERVICES OF MIAMI, CORP.**  
 Consulting Engineers, Planners, Surveyors.  
 1000 BAYVIEW BLVD., SUITE 1000  
 MIAMI, FLORIDA 33134  
 PHONE (305) 358-1111  
 TELETYPE (305) 358-1111  
 FAX (305) 358-1111  
 E-MAIL: AMERICAN@AMERICAN.COM

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