

RESOLUTION NO. 15- 1337

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ACCEPTING THE CONVEYANCE FROM F69-1, LLC OF A PARCEL OF LAND CONSISTING OF A 5.19 ACRE PORTION OF THAT PROPERTY GENERALLY KNOWN AS MADDEN'S HAMMOCK, AND ACCEPTING A LIMITED ACCESS COVENANT, ALL AS REQUIRED UNDER THAT CERTAIN DEVELOPMENT AGREEMENT APPROVED UNDER RESOLUTION NO. 11-883 OF THE TOWN COUNCIL, AS WELL AS THE PAYMENT OF AN ADDITIONAL PARKS CONTRIBUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO EFFECT THE ACCEPTANCE OF THE PARCEL; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO IMPLEMENT TERMS AND CONDITIONS OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, F71-1, LLC (the "**Owner**") owns that certain parcel of land generally located at the northwest corner of NW 87 Avenue and NW 154 Street within the boundaries of the Town of Miami Lakes (the "**Town**") and identified by Miami-Dade Tax Folio No. 32-2016-000-0020 ("**Dunnwoody Lake**" or "**Property**"), the legal description of which is attached hereto as Exhibit A;

WHEREAS, on March 28, 2011, the Town adopted Resolution 11-883, which approved a Chapter 163 Development Agreement (the "**Development Agreement**") concerning the future development of the Property;

WHEREAS, Section 8 of the Development Agreement sets forth the requirements and conditions to obtain a Parks and Recreation Final Concurrency Determination for the residential development of the Property;

WHEREAS, having dedicated the necessary right-of-way for NW 87th Avenue and NW 154th Street, the Owner has already satisfied the requirements of Section 8 (a) (i) and Section 8 (a) (ii) of the Development Agreement;

WHEREAS, Lennar Homes, LLC (“Lennar”) is under contract to purchase the Property and requires confirmation that the remaining conditions of Section 8 have been met in order to obtain a parks and recreation concurrency determination for the development of the Property;

WHEREAS, in order to satisfy the remaining conditions of Section 8 as to Parcel A of the Development Agreement to obtain a parks and recreation concurrency determination for the development of the Property, the Owner has delivered to the Town for review and approval (i) a deed, to be executed by F69-1, LLC, a Florida limited liability company, in favor of the Town, to a 5.19 acre parcel of land (the “Park Site”) within Madden’s Hammock to satisfy the Property’s proportionate fair share for park use in accordance with the Town Code and the Development Agreement; and (ii) a covenant running with the land to provide developed access/limited public access to the Park Site as required by the Development Agreement (the “Covenant”).

WHEREAS, Lennar has additionally agreed to pay a one-time payment of Two Hundred Thousand Dollars (\$200,000.00) to the Town for use by the Town in connection with other parks-related uses as the Town determines (the “Additional Parks Payment”);

WHEREAS, it is expressly understood that the Town shall accept the deed for the Park Site and Covenant being proposed at this time only if accompanied by the Additional Parks Payment, and furthermore it is expressly understood that the Additional Parks Payment is only to be paid by Lennar if and when Lennar purchases the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES THAT:

Section 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made part of this Resolution upon adoption hereof.

Section 2. Acceptance of Conveyance and Limited Access Covenant; Payment of Additional Parks Payment. The Town Council hereby accepts the Owner's conveyance of the Park Site and the Covenant, drafts of which documents of conveyance are attached hereto as Composite Exhibit B, and which once executed and delivered to the Town, will satisfy the requirements of Section 8 of the Development Agreement concerning the proposed residential development of the Property, provided that, the conveyance of the Park Site and the Covenant, and the payment of the Additional Parks Payment, shall only occur if Lennar has purchased the Property. In the event that Lennar does not consummate the purchase of the Property, the Owner's and Town's rights and obligations shall revert to and shall remain as set forth in the Development Agreement. The Town is accepting the language as set forth in the attachments hereto solely as a condition of receipt of the Additional Parks Payment which will ensure the necessary acquisition or development of additional park acreage to meet concurrency requirements. If Lennar purchases the Property the Additional Parks Payment shall be made prior to receipt of a Certificate of Occupancy issued by the Town for the occupancy of the first residential structure on the Property.

Section 3. Conditions of Acceptance. This acceptance is conditioned upon the approval of the deed and covenant as to form by the Town Manager and the Town Attorney. The deed and covenant in the form attached hereto as composite Exhibit "B" have been approved, as to form and substance, by the Town Manager and Town Attorney. Access to the Park Site shall take place via the gated entrance on NW 87th Avenue. Consistent with the terms of the Covenant, the Town Manager shall be provided with a key to the gate.

Section 4. Authorization of Town Officials. The Town Manager and the Town Attorney are hereby authorized to take all steps necessary to execute the intent of this resolution and to execute any documents needed to effect the acceptance of the attached deed and covenant once executed by the Owner and delivered to the Town.

Section 5. Authorization of Fund Expenditure. The Town Manager is authorized to expend funds to implement the terms and conditions of this Resolution.

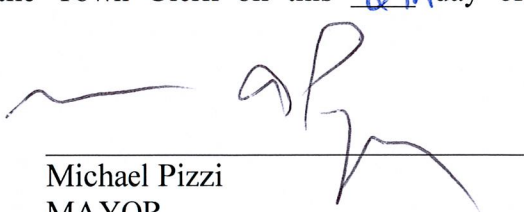
Section 6. Effective Date. This Resolution shall become effective upon its passage and adoption by the Town Council.

WHEREAS, a motion to approve the Resolution was offered by Tim Daubert who moved its adoption. The motion was seconded by Manny Cid and upon being put to a vote, the vote was as follows:

Mayor Michael Pizzi	<u>Yes</u>
Vice Mayor Tim Daubert	<u>Yes</u>
Councilmember Manny Cid	<u>Yes</u>
Councilmember Tony Lama	<u>Yes</u>
Councilmember Ceasar Mestre	<u>Yes</u>
Councilmember Frank Mingo	<u>Yes</u>
Councilmember Nelson Rodriguez	<u>Yes</u>

PASSED AND ADOPTED this 3rd day of November, 2015.

This Resolution was filed in the Office of the Town Clerk on this 10th day of November, 2015.



Michael Pizzi
MAYOR

ATTEST:



Gina Inguanzo
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY



Raul Gastesi
TOWN ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION

Folio No. 32-2016-000-0020 (Partial)

The Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying and being in Miami-Dade County, Florida, LESS AND EXCEPT that portion thereof lying within the lands designated as part of Parcel No. 102 and conveyed to the State of Florida Department of Transportation, pursuant to that Deed recorded in Official Records Book 9942, Page 1740, of the Public Records of Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof acquired by Miami-Dade County, Florida pursuant to that Final Judgment recorded in Official Records Book 27731, Page 2513, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel No. 1: The East 40.00 feet of the South 1275.00 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida;

and,

Parcel No. 1A; The East 40 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, LESS the South 1275.00 feet thereof.

FURTHER LESS AND EXCEPT that portion thereof conveyed to the Town of Miami Lakes pursuant to that Right-of-Way Deed recorded in Official Records Book 28429, Page 801, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel II: The South 50 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying East of Interstate 75 (State Road Number 93) Ramp Limited Access Right-of-Way line as shown on Florida Department of Transportation Right-of-Way Map for Section 87075-2401, Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof conveyed to Miami-Dade County, Florida pursuant to that Quit-Claim Deed recorded in Official Records Book 28634, Page 307, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

The external area formed by a 25-foot radius arc concave to the Northwest and tangent to the West line of the East 40 feet of said Section 16 and tangent to the North line of the South 50 feet of said Section 16, Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof described as follows:

A portion of land lying and being in the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, in Miami-Dade County, Florida; being more particularly described as follows:

Commencing at the Southeast corner of said Section 16; thence S 89° 34' 49" W along the South line of the Southeast 1/4 of said Section 16, for a distance of 67.90 feet to a point; thence N 00° 25' 11" E for 50.00 feet to the Point of Beginning; thence S 89° 34' 49" W along a line 50 feet North of and parallel with the South line of the Southeast 1/4 of said Section 16 a distance of 485.40 feet to a point ; thence N 00° 25' 11" W for 564.21 feet to a point; thence N 29° 56' 58" E for 375.94 feet to a point; thence N 87° 24' 00" E for 87.27 feet to a point; thence N 02° 36' 00" W for 20.00 feet to a point; thence N 87° 24' 00" E for 200.00 feet; thence S 02° 36' 00" E along a line 40 feet West of and parallel with the East line of the Southeast 1/4 of Section 16 a distance of 894.18 feet to a point of curvature of a circular curve concave to the Northwest and having for its elements a central angle of 92° 10' 49", a radius of 25.00 feet, an arc distance of 40.22 feet and a chord distance of 36.02 feet to the Point of Beginning.

ALL OF SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

COMPOSITE EXHIBIT B

UNEXECUTED DEED AND LIMITED ACCESS COVENANT

Return to:

Instrument prepared by:
Alberto J. Parlade, Esquire
Parlade Law Firm P.A.
7050 Southwest 86th Avenue
Miami, Florida 33143

Folio No: a portion of: 32-2015-001-0500

DEED TO TOWN OF MIAMI LAKES, FLORIDA
CONVEYS TITLE FOR PARK PURPOSES

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

THIS INDENTURE, Made this ____ day of _____, A.D. 2015, by and between **F69-1 LLC, a Florida limited liability company**, whose address P.O. Box 22577, Hialeah, Florida 33002, party of the first part, and **TOWN OF MIAMI LAKES, Florida, a Florida municipal corporation**, whose Post Office Address is 15150 NW 79 CT, Miami Lakes, Florida 33016, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does(do) hereby grant, bargain and sell to the party of the second part, and its successors in interest, for the purpose of serving as a public park and purposes incidental thereto, all the right, title, interest, claim or demand of the party of the first part, in and to the following described land, situate, lying and being in Miami-Dade County, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

It is the intention of the party of the first part, by this instrument, to convey to the said party of the second part, and its successors in interest, the land above described for use as a public park and for all purposes incidental thereto in consideration of, subject to and in compliance with the terms and provisions of that certain Development Agreement dated March 28, 2011, a copy of which was recorded on May 11, 2011, together with Town of Miami Lakes Resolution No. 11-883 in Official records Book 27684 at Page 0711, of the Public Records of Miami-Dade County, Florida (the "Development Agreement"). The lands conveyed hereunder are in satisfaction of the required land for park use for the Dunnwoody Lake, Parcel A, development pursuant to the Development Agreement.

The Town of Miami Lakes shall maintain the Property in perpetuity as a public park subject however to that certain Covenant Running With the Land for "Madden's Hammock" of even date herewith and shall preserve and protect the Archeological Zone located thereon in accordance with all applicable laws, rules and regulations.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under it.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set its hand and seal, the day and year first above written.

Signed, Sealed and Delivered in our presence:
liability

F69-1 LLC, a Florida limited company

(SEAL)
Witness

By: _____
Betty L. Dunn, Manager

Witness Printed Name:

Witness:

Witness Printed Name:

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by BETTY L. DUNN, Manager of F69-1 LLC, a Florida limited liability company, on behalf of the company. She is personally known to me or has produced _____ as identification.

[Notary Seal]


Notary Public

Printed Name: _____

My Commission
Expires: _____

TOWN:

Approved for form and legal sufficiency:



Town Attorney

EXHIBIT "A"

Legal Description of Park Site

A PORTION OF THE WEST 1/2 OF THE SW 1/4 OF SECTION 15, TOWNSHIP 52 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE SW 1/4 OF SECTION 15, TOWNSHIP 52 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA. THENCE RUN N89°43'56"E ALONG THE SOUTH LINE OF THE SW 1/4 OF SECTION 15, TOWNSHIP 52 SOUTH, RANGE 40 EAST A DISTANCE OF 702.16 FEET; THENCE N00°16'04"W A DISTANCE OF 481.52 FEET TO A POINT; THENCE RUN N59°57'10"W FOR A DISTANCE OF 264.43 FEET TO A POINT; THENCE RUN N53°11'42"W FOR A DISTANCE OF 88.02 FEET TO A POINT; THENCE RUN N40°46'50"W FOR A DISTANCE OF 86.07 FEET TO A POINT; THENCE RUN N25°53'09"W FOR A DISTANCE OF 57.29 FEET TO THE POINT OF BEGINNING OF PARCEL OF LAND HEREINAFTER TO BE DESCRIBED: THENCE RUN S62°44'12"E FOR A DISTANCE OF 58.66 FEET TO A POINT; THENCE RUN S16°30'26"E FOR A DISTANCE OF 84.20 FEET TO A POINT; THENCE RUN S64°19'26"E FOR A DISTANCE OF 184.94 TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING FOR ITS ELEMENTS A RADIUS OF 120 FEET AND A CENTRAL ANGLE OF 121°10'36"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CIRCULAR CURVE FOR AN ARC DISTANCE OF 253.79 FEET TO A POINT OF TANGENCY; THENCE RUN N05°30'02"W FOR A DISTANCE OF 121.80 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING FOR ITS ELEMENTS A RADIUS OF 25 FEET AND A CENTRAL ANGLE OF 62°43'49"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CIRCULAR CURVE FOR AN ARC DISTANCE OF 27.37 FEET TO A POINT OF TANGENCY; THENCE RUN N68°13'51"W FOR A DISTANCE OF 68.91 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING FOR ITS ELEMENTS A RADIUS OF 47 FEET AND A CENTRAL ANGLE OF 159°43'04"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CIRCULAR CURVE FOR AN ARC DISTANCE OF 131.02 FEET TO A POINT OF TANGENCY; THENCE RUN S88°30'47"E FOR A DISTANCE OF 70.18 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING FOR ITS ELEMENTS A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 145°49'02"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CIRCULAR CURVE FOR AN ARC DISTANCE OF 127.25 FEET TO A POINT OF TANGENCY; THENCE RUN N54°19'50"W FOR A DISTANCE OF 197.92 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING FOR ITS ELEMENTS A RADIUS OF 215 FEET AND A CENTRAL ANGLE OF 91°51'14"; THENCE RUN NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CIRCULAR CURVE FOR AN ARC DISTANCE OF 344.68 FEET TO A POINT OF TANGENCY; THENCE RUN S33°48'56"W FOR A DISTANCE OF 40.02 FEET TO A POINT; THENCE RUN S02°13'38"W FOR A DISTANCE OF 153.66 FEET TO A POINT; THENCE RUN S13°34'10"E FOR A DISTANCE OF 97.70 FEET TO A POINT; THENCE RUN S25°53'09"E FOR A DISTANCE OF 64.01 FEET TO THE POINT OF BEGINNING.

This instrument was prepared by:
Name: Alberto J. Parlade, Esquire
PARLADE LAW FIRM P.A.
7050 SW 86 Avenue
Miami, Florida 33134

COVENANT RUNNING WITH THE LAND

KNOW ALL BY THESE PRESENTS that the undersigned Owner hereby makes, declares and imposes on the land herein described, the covenants running with the title of the land, which shall be binding on the Owner, all heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them;

WHEREAS, the undersigned Owner is the legal and equitable owner of that certain parcel of land, located at the Northeast corner of Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town of Miami Lakes, Florida, a Florida municipal corporation (the "Town"), and identified by Miami-Dade County Tax Folio No. 32-2015-001-0500 ("Dunnwoody Forest" or the "Property"); and

WHEREAS, a portion of Dunnwoody Forest has been designated by Miami-Dade County as an "Archeological Zone" by the Miami-Dade County Historic Preservation Board via Resolution 06-01 of the Historic Preservation Board, pursuant to the authority granted to Miami-Dade County in Chapter 16A-10 of the Miami-Dade County Code of Ordinances; and

WHEREAS, Resolution 06-01 of the Miami-Dade County Historic Preservation Board establishes a legal description and sketch of the Archeological Zone, known as "Madden's Hammock"; and

WHEREAS, on March 28, 2011, via Resolution No. 11-883 of the Town Council, a Chapter 163 Development Agreement was recorded in Official Record Book 27684, Pages 711 – 853 of the Public Records of Miami-Dade County, Florida (the "Development Agreement") between the Owner and the Town, encumbering both Dunnwoody Forest and that certain parcel of land located at the Northwest corner of Northwest 87 Avenue and Northwest 154 Street identified by Miami-Dade County Tax Folio No. 32-2016-000-0020 ("Dunnwoody Lakes"); and

WHEREAS, as a certain term and condition of Section 8(b) of the Development Agreement, upon the Town's exercise of the right of first refusal as set forth in the Development Agreement, or prior to the issuance of the first building permit for a Principal Structure on Dunnwoody Forest or Dunnwoody Lakes, the Owner agreed to record a covenant running with the Property (the

“Covenant”) providing limited public access to Madden’s Hammock in order to preserve this unique resource area as well as establish guidelines for compatibility with adjacent residential uses; and

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises set forth, the Owner and the Town hereby agree as follows:

- (1) The above recitals are good, true and correct in all aspects.
- (2) The proffer, acceptance and recording of this covenant shall satisfy Owner’s obligation under and constitute developed access for Madden’s Hammock pursuant to Section 8(a)(iii) and 8(b) of the Development Agreement.
- (3) Hours of Visitation. Until such time as Dunnwoody Forest is developed and raised walkways or similar facilities developed for such park purposes are constructed at Madden’s Hammock, the general public shall only be permitted to visit Madden’s Hammock through the Special Request process provided in Section 5, below. Once raised walkways or similar facilities developed for such park purposes are constructed at Madden’s Hammock, the general public may be permitted to visit Madden’s Hammock Tuesdays through Friday between the hours of 9 am and 4 pm. The Town shall establish security measures to protect the unique resource area and limit the occupancy load during visitation from the general public. The term “public” shall not apply to the Town officials and administration as well as their agents, invitees and guests.
- (4) Uses. Uses permitted within Madden’s Hammock shall be limited to educational study and passive recreational activity by pedestrians only. The uses permitted shall not violate those uses prohibited by any regulatory entity having jurisdiction over Madden’s Hammock, including but not limited to the Miami-Dade County Historic and Archaeological Resource Department. No animals, equipment, vehicles, noise making devices or littering shall be permitted. Equipment and vehicles may be permitted for repair and maintenance purposes only.
- (5) Special Request Application Process. Until such time as Dunnwoody Forest is developed and raised walkways or similar facilities developed for such park purposes are constructed at Madden’s Hammock, the general public shall only be permitted to visit Madden’s Hammock by submitting a Special Request application to the Town Manager. Any groups in excess of ten individuals (at one time) wishing to visit Madden’s Hammock shall submit a Special Request application on a form prescribed by the Town Manager detailing the educational purpose of the proposed visit as well as the date and time of the proposed visit. Educational purposes may include school field trips or archeological expeditions. The Town may require a security deposit and/or supervision. The Town will have a Town employee at the Property to supervise any and all visits. Upon receipt of a Special Request application, the Town Manager shall forward such written Special Request application to the Owner (or successor Homeowner Association) within five business days, and the Owner shall respond within ten business days of receipt from the Town Manager. The Owner may approve, approve with conditions, or deny such application. A written explanation shall accompany a denial. Such approval shall not be unreasonably withheld.

- (6) Geographic Extent of Access. Pedestrian access shall be limited to raised walkways or similar facilities developed for such park purposes. Access to areas in Madden's Hammock beyond the walkways must be approved by Miami-Dade County Historic and Archaeological Resource Department.
- (7) Construction within Madden's Hammock. All improvements to be located on or within Madden's Hammock must be approved by Miami-Dade County Historic and Archaeological Resource Department and the Owner (or successor Homeowner Association) prior to installation or construction. Such approval shall not be unreasonably withheld.
- (8) Limited Access Easement Insurance. The Town shall secure and maintain General Liability insurance for \$5,000,000.00, combined single limit, bodily injury, death and property damage per occurrence naming F69-1 LLC, Betty L. Dunn, Individually, and any successor Homeowner Association as Additional Insureds. A Certificate of Insurance verifying such coverage shall be delivered to Owner on an annual basis.
- (9) Limited Access Easement Indemnity. The Town shall indemnify, defend and hold harmless the Owner (or successor Homeowner Association) from any liability, loss, cost, damage or expense for personal injury, death, or property damage (including, without limitation, reasonable attorneys' fees and costs, at the trial level and at all levels of appeal) arising from any entry hereunder and or the public use of Madden's Hammock.

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

Term. This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Covenant is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the Covenant in whole, or in part, provided that the Covenant has first been modified or released by the Town of Miami Lakes.

Modification, Amendment, Release. This Covenant may be modified, amended or released, by a written instrument executed by the, then, Owner(s) of the Property, if any, provided that the same is also approved by the Town of Miami Lakes. Public hearing shall not be required. In the event of default under Paragraph 24 of the Development Agreement, both parties shall promptly execute a release and record the written instrument into the Public Records of Miami-Dade County.

Signed, witnessed, executed and acknowledged on this _____ day of _____, 2015.

OWNER:

WITNESS:

F69-1 LLC, a Florida Limited Liability Company

Signature

By: _____

Print Name

Name: _____

Signature

Title: _____

Print Name

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by _____, who is personally known to me or has produced _____ as identification.

Witness my signature and official seal this _____ day of _____, 2015, in the County and State aforesaid.


Notary Public State of Florida

My Commission Expires:

Print Name

TOWN:

Approved for form and legal sufficiency:



Town Attorney