

RECEIVED

MIAMI-DADE COUNTY  
PROCESS NO: Z21-031  
DATE: SEP 23 2021  
BY: ISA

This instrument was prepared by:  
**Brian S. Adler**  
**Bilzin Sumberg**  
**1450 Brickell Avenue, Suite 2300**  
**Miami, FL 33131**

Folio Numbers:  
30-5902-000-0010  
30-5902-002-0350  
30-5902-002-0360

(Space reserved for Clerk)

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**PLANNED AREA DEVELOPMENT AGREEMENT**

WHEREAS, the undersigned owners, **Kendall Associates I, LLLP**, a Florida Limited Liability Limited Partnership; **9800 Calusa Club Drive, LLC**, a Florida Limited Liability Company; and **Home at 9810, LLC**, a Florida Limited Liability Company (collectively, the “**Owner**”), hold the fee simple title to the land in Miami-Dade County, Florida, described in **Exhibit “A”** attached hereto and hereinafter called the “**Property**”;

WHEREAS, the Property contains approximately 169.27+/- net and 169.54 +/- gross acres with current addresses of 9400 NE 130th Avenue, 9800 East Calusa Club Drive and 9810, East Calusa Club Drive, in unincorporated Miami-Dade County, Florida;

WHEREAS, the Owner filed Application No. Z2021000031 (the “**Application**”) with Miami-Dade County (the “**County**”) for a district boundary change (and other related requests) on the Property to the Planned Area Development (“**PAD**”) district, pursuant to Article XXXIIID of the Code of Miami-Dade County (the “**Code**”) on the Property;

WHEREAS, Code Section 33-284.26(B)(1)(a) requires the Owner to submit to the Miami-Dade County Department of Regulatory and Economic Resources (the “**Department**”) a recordable agreement guaranteeing the development of the Property in accordance with promises made in the written and graphic documents, as approved by the Board of County Commissioners (the “**BCC**”); and

(Public Hearing)

WHEREAS, this Planned Area Development Agreement ("**Agreement**") is submitted pursuant to Code Section 33-284.26(B)(1)(a) and is contingent upon and will be effective only upon final approval by the BCC of the district boundary change and related requests under the Application.

IN ORDER TO ASSURE the County that the representations made by the Owner during consideration of the Application will be abided by, the Owner freely, voluntarily and without duress makes this Agreement covering and running with the Property.

1. **Site Plan.** As part of the Application, Owner submitted a site plan entitled "Calusa", as prepared by Ballbe & Associates, Kendall Associates I, LLLP, and Parker Yannette Design Group, Inc. consisting of \_\_\_\_\_ pages, date stamped \_\_\_\_\_, 2021, as such site plan may be modified at the public hearing on the Application, said site plan being on file with the Department and incorporated into this Agreement (the "**Site Plan**"). Owner agrees the Property shall be developed in substantial compliance with the Site Plan, subject to the provisions contained in paragraph 12 of this Agreement. It is expressly provided pursuant to Notes 1 and 2 on Site Plan Sheet EX2 that the plan may be modified administratively in accordance with the Code of Miami-Dade County to address the proposed final lake design based on the final site geometry, grading and stormwater design approved by the Division of Environmental Resources Management.

2. **Maximum Density Restriction.** Notwithstanding the zoning district or land use designation on the Property, the maximum number of dwelling units permitted to be developed on the Property shall be 550 single-family detached residential dwelling units, or 3.245 +/- units per gross acre or 3.250 +/-units per net acre. If all or any portion of the Home Buffer Area is subject to a Buffer Area Easement in favor of the owner of a Ring Lot Home or the fee title of such portion of the Home Buffer Area is conveyed to the owner of a Ring Lot Home, all as described in

paragraph 8 of this Agreement, such portions of the Home Buffer Area are not intended to contain any residential dwelling units to be constructed thereon, and no permitted improvements installed or constructed on such portions of the Home Buffer Area by owners of a Ring Lot Home shall constitute a residential dwelling unit for purposes of calculating the maximum number of dwelling units permitted to be developed on the Property.

**3. Anticipated Development Schedule and Stages.** Development of the Property is projected to commence no later than twelve (12) months following the final approval by the County of the Application. The development of the Property is expected to proceed in stages generally as follows:

75 units initiated by the end of 2022;

150 units initiated by the end of 2023;

150 units initiated by the end of 2024; and

175 units initiated by the end of 2025.

**4. Additional Development Information.**

(a) Total Number of Bedrooms. The maximum total number of bedrooms on the Property shall not exceed 2,750.

(b) Total Building Coverage. The total area of the Property to be covered by buildings and structures (not including entrance features, swimming pools, pool decks or patios, or accessory garden structures such as fences, gazebos or chickee huts, etc.) shall not exceed approximately 38.72 acres, or 22.84% of the Property.

(c) Open Space. Pursuant to section 33-284.27(L), the Site Plan meets the required minimum common open space, and provides 53.08 ± acres, or 31% common open space constituting the recreation pod and associated uses, the perimeter buffer area (not including the

Home Buffer Area as described as described in paragraph 8 below), the lakes/water bodies and surrounding green areas around the lakes, the main entrance, and other areas as illustrated on the site plan, including pocket park areas, sidewalks and green swales.<sup>1</sup> The common open space may be subject to use and access rules and regulations established by the Owner or any homeowners, property owners, condominium or other collective ownership association established to operate and maintain such common open space (an “HOA”).

(d) Total Nonresidential Construction. Aside from the residential dwelling units, the Property will be developed with a recreational building between 8,000 and 13,000 square feet, and a guard house of up to 520 square feet, along with entrance features. The total nonresidential construction not including the entrance features shall not exceed 13,520 square feet.

(e) Private Roads. The roads within the Property are all proposed to be private roads. The proposed private roads, including parking areas, to be developed on the Property as reflected on the Site Plan are approximately 21.19 acres. The precise area constituting roadways may be subject to change based on final design and paving criteria.

(f) Population Projection. The estimated population projection resulting from the development of the Property is approximately 1,793 persons.

**5. Types of Dwelling Units**. The Site Plan proposes a variety of lot sizes categorized into minimum 50 foot wide lots and minimum 55 foot wide lots. Eight different one and two story

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<sup>1</sup> The calculations for common open space used in this Agreement are governed by article XXXIIID of chapter 33 of the Code of Miami-Dade County, Florida (Planned Area Development (PAD) District). Approval of the Application separately includes acceptance of a voluntarily proffered Declaration of Restrictions that contains different open space requirements, which shall be governed by the terms of that Declaration. The Owner acknowledges and agrees that the open space requirements of this Agreement and the Declaration might not overlap and that this may result in more portions of the Property being precluded from development than the zoning regulations would otherwise require.

model types or plans are proposed with the ultimate purchaser of the particular lot having the option to select the model or plan home to be constructed on the selected lot. Owner agrees that the Property shall be developed with a variety of models and sizes<sup>2</sup> and is initially anticipated to include the following<sup>3</sup>:

- (a) Maximum Number of residential lots: 550
- (b) Models: 8
  - (i) Plan 501
    - Stories: 1
    - Bedrooms: 2 with den or 3
    - Bathrooms: 2
    - Square Footage: 1,911 under air
    - Lot Coverage<sup>4</sup> (Maximum) 48.16%
    - Height to Top of Roof (Maximum) 19 feet
    - Front Setback (Minimum) 15 feet
    - Side Setback (Minimum, 50 foot lot) 5 feet
    - Side Setback (Minimum, 55 foot lot) 7.5 feet
    - Side Street Setback (Minimum) 10 feet
    - Rear Setback to Structure (Minimum) 20 feet
    - Rear Setback to Pool  
 or Accessory Structure (Minimum) 3 feet
    - Front Setback to Pool  
 or Accessory Structure (Minimum) 75 feet
    - Side Setback to Pool (Minimum) 10 feet
    - Side Setback to Screened Porch (Minimum) 7.5 feet
  - (ii) Plan 502
    - Stories: 1
    - Bedrooms: 3
    - Bathrooms: 3
    - Square Footage: 2,067 under air
    - Lot Coverage (Maximum) 49.78%
    - Height to Top of Roof (Maximum) 19 feet
    - Front Setback (Minimum) 15 feet

<sup>2</sup> The unit sizes provided reflect the amount of space under air conditioning.

<sup>3</sup> The specific model sizes and configurations may be changed and new models added from time to time, which changes and additions will be consistent in character and scale with the model homes submitted with the Application.

<sup>4</sup> Lot Coverage for purposes of this Agreement means the total square footage of the first floor under roof, and does not include swimming pools, pool decks (unless under roof), screen enclosures (unless under roof), chickee huts, driveways, or entry walkways (unless under roof).

Side Setback (Minimum, 50 foot lot)	5 feet
Side Setback (Minimum, 55 foot lot)	7.5 feet
Side Street Setback (Minimum)	10 feet
Rear Setback to Structure (Minimum)	10 feet
Rear Setback to Pool or Accessory Structure (Minimum)	3 feet
Front Setback to Pool or Accessory Structure (Minimum)	75 feet
Side Setback to Pool (Minimum)	10 feet
Side Setback to Screened Porch (Minimum)	7.5 feet

(iii) Plan 503

Stories:	1
Bedrooms:	3 with den or 4
Bathrooms:	3
Square Footage:	2,350 under air
Lot Coverage (Maximum)	54.99%
Height to Top of Roof (Maximum)	19 feet
Front Setback (Minimum)	20 feet
Side Setback (Minimum, 50 foot lot)	5 feet
Side Setback (Minimum, 55 foot lot)	7.5 feet
Side Street Setback (Minimum)	10 feet
Rear Setback to Structure (Minimum)	10 feet
Rear Setback to Pool or Accessory Structure (Minimum)	3 feet
Front Setback to Pool or Accessory Structure (Minimum)	75 feet
Side Setback to Pool (Minimum)	10 feet
Side Setback to Screened Porch (Minimum)	7.5 feet

(iv) Plan 504

Stories:	2
Bedrooms:	3 with den or 4
Bathrooms:	4
First Floor Square Footage Under Air:	1,332
Total Under Air:	2,926
Lot Coverage (Maximum)	37.49%
Height to Top of Roof (Maximum)	30 feet
Front Setback (Minimum)	15 feet
Side Setback (Minimum, 50 foot lot)	5 feet
Side Setback (Minimum, 55 foot lot)	7.5 feet
Side Street Setback (Minimum)	10 feet
Rear Setback to Structure (Minimum)	20 feet
Rear Setback to Pool or Accessory Structure (Minimum)	3 feet

Front Setback to Pool  
 or Accessory Structure (Minimum) 75 feet  
 Side Setback to Pool (Minimum) 10 feet  
 Side Setback to Screened Porch (Minimum) 7.5 feet

(v) Plan 505  
 Stories: 2  
 Bedrooms: 3 with den and loft  
 or 4 with den or 5  
 Bathrooms: 4  
 First Floor Square Footage Under Air 1,992  
 Total under air: 2,940  
 Lot Coverage (Maximum) 49.84%  
 Height to Top of Roof (Maximum) 27 feet  
 Front Setback (Minimum) 20 feet  
 Side Setback (Minimum, 50 foot lot) 5 feet  
 Side Setback (Minimum, 55 foot lot) 7.5 feet  
 Side Street Setback (Minimum) 10 feet  
 Rear Setback to Structure (Minimum) 20 feet  
 Rear Setback to Pool  
 or Accessory Structure (Minimum) 3 feet  
 Front Setback to Pool  
 or Accessory Structure (Minimum) 75 feet  
 Side Setback to Pool (Minimum) 10 feet  
 Side Setback to Screened Porch (Minimum) 7.5 feet

(vi) Plan 506  
 Stories: 2  
 Bedrooms: 4 with den or 5  
 Bathrooms: 4  
 First Floor Square Footage Under Air: 1,568  
 Total Under Air: 3,656  
 Lot Coverage (Maximum) 46.57%  
 Height to Top of Roof (Maximum) 30 feet  
 Front Setback (Minimum) 20 feet  
 Side Setback (Minimum, 50 foot lot) 5 feet  
 Side Setback (Minimum, 55 foot lot) 7.5 feet  
 Side Street Setback (Minimum) 10 feet  
 Rear Setback to Structure (Minimum) 20 feet  
 Rear Setback to Pool or Accessory Structure (Minimum) 3 feet  
 Front Setback to Pool  
 or Accessory Structure (Minimum) 75 feet  
 Side Setback to Pool (Minimum) 10 feet  
 Side Setback to Screened Porch (Minimum) 7.5 feet

(vii)	Plan 507	
	Stories:	2
	Bedrooms:	4 with den or 5
	Bathrooms:	5
	First Floor Square Footage Under Air:	1,750
	Total Under Air:	3,868
	Lot Coverage (Maximum)	45.1%
	Height to Top of Roof (Maximum)	30 feet
	Front Setback (Minimum)	20 feet
	Side Setback (Minimum, 50 foot lot)	5 feet
	Side Setback (Minimum, 55 foot lot)	7.5 feet
	Side Street Setback (Minimum)	10 feet
	Rear Setback to Structure (Minimum)	20 feet
	Rear Setback to Pool	
	or Accessory Structure (Minimum)	3 feet
	Front Setback to Pool	
	or Accessory Structure (Minimum)	75 feet
	Side Setback to Pool (Minimum)	10 feet
	Side Setback to Screened Porch (Minimum)	7.5 feet

(viii)	Plan 508	
	Stories:	2
	Bedrooms:	5
	Bathrooms:	7
	First Floor Square Footage Under Air:	2,051
	Total Under Air:	4,396
	Lot Coverage (Maximum)	49.95%
	Height to Top of Roof (Maximum)	30 feet
	Front Setback (Minimum)	15 feet
	Side Setback (Minimum, 50 foot lot)	5 feet
	Side Setback (Minimum, 55 foot lot)	7.5 feet
	Side Street Setback (Minimum)	10 feet
	Rear Setback to Structure (Minimum)	20 feet
	Rear Setback to Pool	
	or Accessory Structure (Minimum)	3 feet
	Front Setback to Pool	
	or Accessory Structure (Minimum)	75 feet
	Side Setback to Pool (Minimum)	10 feet
	Side Setback to Screened Porch (Minimum)	7.5 feet

**6. Ownership and Maintenance of Association Property and Common Open**

**Space.** All property not subject to fee simple title acquisition by future residents, including the common open space as described on the Site Plan, the lakes, maintenance areas, roadways,



guardhouse, recreation areas, entrance features, private roads, and those portions of the Home

Buffer Area not subject to a Buffer Area Easement (as defined in paragraph 8 below) or conveyed to the owners of Ring Lot Homes, shall be maintained and funded by either: (a) a county approved special taxing district composed of the fee simple residential lots depicted on the Site Plan, or (b) an HOA.

The common open space includes an approximate 5-acre recreation pod with a clubhouse. The development parameters of the structures on the recreation pod are as follows:

Clubhouse Square Footage Minimum:	
Under Air:	8,000
Not Under Air:	592
Covered, not Under Air:	2,000
Restroom:	200
Clubhouse/Restroom Lot Coverage Minimum	4%
Clubhouse Square Footage Maximum:	
Under Air:	13,000
Not Under Air:	892
Covered, not Under Air:	3,593
Restroom:	358
Clubhouse/Restroom Lot Coverage Maximum:	10%
Height to Top of Roof (Maximum):	35 feet
Front Setback to Clubhouse (Minimum):	25 feet
Side Setback to Clubhouse (Minimum):	15 feet
Rear Setback to Clubhouse (Minimum):	15 feet
Front Setback to Recreation Courts/Pool (Minimum):	15 feet
Side Setback to Recreation Courts/Pool (Minimum):	15 feet
Rear Setback to Recreation Courts/Pool (Minimum):	15 feet

7. **Pedestrian and Vehicular Access.** The Owner agrees to provide pedestrian and vehicular access within the Property at all times. Access may be subject to rules and regulations established by the Owner or any HOA. Access shall also be provided at all times to fire, police, health, sanitation, and other public service personnel and vehicles. The vehicular turnaround area on North Calusa Club Drive at the residents' only entrance shown on Sheet SP11 of the Site Plan

shall not be gated and shall remain accessible to the public at all times. Furthermore, all streets or accessways within the Property shall be installed by the Owner, including, but not limited to, sidewalks, drainage facilities, water and sewer facilities, and fire hydrants, subject to the approval of the appropriate County departments.

8. **Home Buffer Area.** The Site Plan specifically notes and details that an area of approximately 50 feet behind the abutting homes surrounding the Property (each, a "**Ring Lot Home**", and collectively, the "**Ring Lot Homes**") which may be subject to an easement (a "**Buffer Area Easement**") granted to an adjacent owner of a Ring Lot Home or whose fee title may be conveyed to such adjacent owner of a Ring Lot Home (the "**Home Buffer Area**"). The remainder of the Property not including the Home Buffer Area is referred to in this Agreement as the "**Development Property**". The Home Buffer Area is not counted toward common open space or private open space calculations on the Site Plan. The majority of the Home Buffer Area is anticipated to be restricted open space for the private use and enjoyment of the owners of certain Ring Lot Homes who are expressly granted a Buffer Area Easement or receive fee title to a portion of the Home Buffer Area. Uses of the Home Buffer Area include, among other uses, swimming pools, gazebos and recreation and sporting areas. It is specifically contemplated that the portions of the Home Buffer Area that are subject to Buffer Area Easements or are conveyed to owners of Ring Lot Homes shall be treated separately for all purposes of any code enforcement or other violations on such portions of the Home Buffer Area. In that regard, any such violation by an Owner of a Ring Lot Home with respect to the Home Buffer Area shall not be deemed a violation by Owner with respect to the Development Property; and none of the remedies afforded to the County for any such violation by an owner of a Ring Lot Home (including, without limitation,

those remedies under paragraphs 13 or 14 of this Agreement) shall be exercised or enforced against Owner or the Development Property.

9. **County Inspection.** As further part of this Agreement, it is hereby understood and agreed that any official inspector of the County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the Property to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

10. **Covenant Running with the Land.** This Agreement on the part of the Owner shall be considered the planned area development agreement required under the County Code for PAD developments and shall not be otherwise construed or treated as a Chapter 163, Florida Statutes development agreement. This Agreement shall constitute a covenant running with the land and shall remain in full force and effect and be binding upon the Owner, and Owner's heirs, successors and assigns until such time as the same is modified or released by the County. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the Property, and for the benefit of the County and the public welfare. The Owner, on behalf of itself and its heirs, successors and assigns, acknowledge that acceptance of this Agreement does not in any way obligate or provide a limitation on the County.

11. **Term.** This Agreement 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 Agreement is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless released pursuant to paragraph 12 below.

12. **Modification, Amendment, Release.** This Agreement may be modified, amended or released by a written instrument executed by the then-owners of the Development Property,

provided that the same is also approved by the BCC of the County, or such other board or body having jurisdiction over such matters, after public hearing.

Any modification or amendment of this Agreement that would change the use of any portion(s) of the Home Buffer Area which are subject to a Buffer Area Easement or whose fee title has been conveyed to an owner of a Ring Lot Home shall require the signature of the Home Lot Owner and the then-owners of the Development Property, provided that the same is also approved by the BCC of the County, or such other board or body having jurisdiction over such matters, after public hearing.

Notwithstanding the foregoing or anything to the contrary, for all or any portion of the Development Property that has been submitted to an HOA or other collective ownership structure (“**Submitted Portion**”), in lieu of execution of a written instrument by all the then-owners of the Submitted Portion of the Development Property, the HOA, in its representative capacity on behalf of such owners, shall be the only party required to execute the modification, amendment or release of this Agreement on behalf of such Owners, and any such zoning or public hearing application seeking an amendment, modification or release of this Agreement.

It is further provided, however, that in the event that the Property is annexed to an existing municipality or the Property is incorporated into a new municipality, any modification, amendment, or release shall not become effective until it is also approved by such municipality in accordance with applicable procedures of such municipality.

**13. Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants contained in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to fees, costs and disbursements allowed by law, such reasonable attorneys’ fees and

costs incurred by the prevailing party (through and including trial and all appellate levels) as the Court may determine. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

**14. Authorization for Miami-Dade County to Withhold Permits and Inspections.**

In the event the terms of this Agreement are not being complied with by Owner, in addition to any other remedies available, the County is hereby authorized to withhold any further permits to be issued to Owner, and refuse to make any inspections or grant any approvals, until such time as this Agreement is complied with. Notwithstanding the foregoing or anything to the contrary, any violation by an owner of a Ring Lot Home shall only be enforced against such Ring Lot Home owner, and shall not constitute a violation by Owner with respect to the Development Property or any portion thereof. Likewise, any violation by Owner on the Development Property shall only be enforced against Owner, and shall not constitute a violation by the owner of a Ring Lot Home with respect to the Home Buffer Area.

**15. Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

**16. Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Agreement.

17. **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions, which shall remain in full force and effect.

18. **Recording.** This Agreement shall be filed of record in the public records of Miami-Dade County, Florida, at the cost of the Owner following the approval of the Application. This Agreement shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal to the Application is filed (an “**Appeal**”), and the final disposition of such Appeal (after all applicable appellate levels of review) results in the denial of the Application, in its entirety, then this Agreement shall be null and void and of no further effect. In such event, upon written request of Owner, the Director of the Department or the executive officer of the successor of said Department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence (the "Director"), shall forthwith execute a written instrument, in recordable form, acknowledging that this Agreement is null and void and of no further effect. In the event any other final disposition of an Appeal (after all applicable appellate levels of review) results in requiring modifications to this Agreement (such as tying the Agreement to a new site plan), requiring a replacement agreement in accordance with the requirements of the Appeal, upon acceptance by the County of the replacement agreement in compliance with the Appeal, the Director shall forthwith execute a written instrument, in recordable form, acknowledging that this Agreement is null and void and of no further effect.

19. **Acceptance of Planned Area Development Agreement.** Acceptance of this Agreement does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the BCC retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

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20. **Owner**. The term Owner shall include the Owner, and its heirs, successors and assigns.

[Execution Pages Follow]

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**OWNER:**

KENDALL ASSOCIATES I, LLLP, a Florida limited liability limited partnership

By: Kendall I Corporation, a Florida corporation, its general partner

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

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

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

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE me by means of  physical presence or  online notarization, the undersigned authority on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, as Vice President of Kendall I Corporation, a Florida corporation, the general partner of Kendall Associates I, LLLP, a Florida limited liability limited partnership, on behalf of said corporation and limited liability limited partnership. She/He is personally known to me.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public

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

Notary Public, State of Florida

*[Executions and Acknowledgments Continue on Following Page]*



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**OWNER:**

9800 CALUSA CLUB DRIVE, LLC, a  
Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE me by means of  physical presence or  online notarization, the undersigned authority on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, as Vice President of 9800 Calusa Club Drive, LLC, a Florida limited liability company, on behalf of said company. She/He is personally known to me.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public

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

Notary Public, State of Florida

*[Executions and Acknowledgments Continue on Following Page]*

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**OWNER:**

HOME AT 9810, LLC, a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE me by means of  physical presence or  online notarization, the undersigned authority on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_, as Vice President of Home at 9810, LLC, a Florida limited liability company, on behalf of said company. She/He is personally known to me.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public

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

Notary Public, State of Florida

**EXHIBIT "A"****Legal Description**

A portion of Section 2, Township 55 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southeast 1/4 of Section 2, Township 55 South, Range 39 East, Miami-Dade County, Florida; thence run due North along the West line of the Southeast 1/4 of said Section 2 for a distance of 1,170.00 feet to a point on a circular curve, thence run due East for a distance of 180.00 feet to the Point of Beginning of the parcel of land hereinafter described; thence run south and east along a circular curve concave to the northeast, having a radius of 300.00 feet through a central angle of 90° 00' 00" for an arc distance of 471.24 feet to the end of said curve; thence run due East for a distance of 210.00 feet to the beginning of a tangential circular curve; thence run easterly along said circular curve concave to the south, having a radius of 630.00 feet through a central angle of 23° 30' 00" for an arc distance of 258.40 feet to a point of reverse curve; thence run in an easterly direction along a circular curve, concave to the north, having a radius of 1,625.00 feet through a central angle of 26° 00' 00" for an arc distance of 737.40 feet to a point of compound curve; thence run northerly and westerly along said curve, concave to the west, having a radius of 245.00 feet through a central angle of 150° 00' 00" for a distance of 641.41 feet to a point of reverse curve; thence westerly along said curve whose center bears North 27° 30' 00" East having a radius of 470.00 feet through a central angle of 30° 15' 00" for an arc distance of 248.14 feet to a point of reverse curve; thence run in a westerly direction along said curve, concave to the southwest, having a radius of 860.00 feet through a central angle of 46° 19' 49" for an arc distance of 695.41 feet to the end of said curve; the center of the aforesaid circular curve bears South 11° 25' 11" West; thence run northwesterly along a circular curve concave to the northeast, whose center bears North 19° 12' 42" West, having a radius of 170.00 feet through a central angle of 95° 51' 35" for an arc distance of 284.42 feet to a point; thence run South 76° 38' 44" West for a distance of 61.63 feet; thence run North 09° 40' 13" West for a distance of 190.77 feet; thence run North 08° 09' 57" West for a distance of 123.19 feet; thence run North 11° 08' 18" West for a distance of 164.87 feet; thence run North 30° 43' 47" East for a distance of 97.08 feet; thence run North 82° 41' 47" East for a distance of 47.56 feet; thence run South 50° 36' 36" East for a distance of 220.48 feet; thence run South 52° 45' 10" East for a distance of 117.31 feet; thence run South 57° 45' 50" East for 116.93 feet; thence run South 12° 10' 21" West for a distance of 106.45 feet to a point on a circular curve concave to the southwest; thence run southeasterly along said circular curve whose center bears South 12° 10' 21" West and having a radius of 1160.00 feet through a central angle of 45° 34' 40" for an arc distance of 922.76 feet to a point of reverse curve; thence run easterly and northerly along said circular curve concave to the northwest having a radius of 170.00 feet through a central angle of 155° 45' 00" for an arc distance of 462.12 feet to the end of said curve; thence run North 08° 00' 00" West for a distance of 680.00 feet to the beginning of a tangential circular curve; thence run northerly along said circular curve concave to the east having a radius of 350.00 feet through a central angle of 34° 45' 00" for an arc distance of 212.28 feet to a point of reverse curve; thence run northerly along said circular curve, concave to the west, having a radius of 215.00 feet through a central angle of 37° 45' 00" for an arc distance

(Public Hearing)

of 141.66 feet to the end of said curve; thence run North  $11^{\circ} 00' 00''$  West for a distance of 325.00 feet to the beginning of a tangential circular curve; thence run north along said curve concave to the east, having a radius of 500.00 feet through a central angle of  $32^{\circ} 00' 00''$  for an arc distance of 279.25 feet to a point of reverse curve; thence run north along said curve concave to the west, having a radius of 950.00 feet through a central angle of  $30^{\circ} 30' 00''$  for an arc distance of 505.71 feet to a point of compound curve; thence run northwesterly along said curve concave to the southwest having a radius of 2,180.00 feet through a central angle of  $18^{\circ} 40' 43''$  for an arc distance of 710.69 feet to the end of said curve whose center bears South  $61^{\circ} 49' 17''$  West; thence run North  $88^{\circ} 00' 00''$  West for a distance of 104.55 feet to the beginning of a tangential circular curve; thence run southwesterly along said curve concave to the southeast, having a radius of 1,130.00 feet through a central angle of  $36^{\circ} 30' 00''$  for an arc distance of 719.86 feet to a point of compound curve; thence run southerly along said curve, concave to the southeast having a radius of 880.00 feet through a central angle of  $37^{\circ} 00' 00''$  for an arc distance of 568.27 feet to the end of said curve; thence run South  $18^{\circ} 30' 00''$  West for a distance of 340.00 feet to a point; thence run North  $71^{\circ} 30' 00''$  West for a distance of 300.00 feet to a point; thence run North  $18^{\circ} 30' 00''$  East for a distance of 480.00 feet; thence run North  $10^{\circ} 30' 00''$  East for a distance of 470.00 feet to a point; thence run South  $88^{\circ} 00' 00''$  West for a distance of 255.00 feet to the beginning of a tangential circular curve; thence run southwesterly along said curve concave to the southeast having a radius of 360.00 feet through a central angle of  $54^{\circ} 30' 00''$  for an arc distance of 342.43 feet to a point of reverse curve; thence run southwesterly along said curve concave to the northwest, having a radius of 1,215.00 feet through a central angle of  $20^{\circ} 45' 00''$  for an arc distance of 440.02 feet to a point of compound curve; thence run westerly along said curve concave to the north having a radius of 470.00 feet through a central angle of  $53^{\circ} 45' 00''$  for an arc distance of 440.91 feet to the point of reverse curve; thence run westerly along said curve concave to the south, having a radius of 640.00 feet through a central angle of  $21^{\circ} 14' 22''$  for an arc distance of 237.25 feet to a point of compound curve; thence run westerly along said curve concave to the southeast, having a radius of 1,350.00 feet through a central angle of  $19^{\circ} 48' 51''$  for an arc distance of 466.86 feet to the end of said curve whose center bears South  $23^{\circ} 03' 13''$  East; thence run southerly along a circular curve, whose center bears South  $55^{\circ} 30' 00''$  East, having a radius of 275.00 feet through a central angle of  $75^{\circ} 00' 00''$  for an arc distance of 359.97 feet to a point of compound curve; thence run southeasterly along said curve concave to the northeast having a radius of 975.00 feet through a central angle of  $31^{\circ} 30' 00''$  for an arc distance of 536.03 feet to the end of said curve; thence South  $72^{\circ} 00' 00''$  East for a distance of 130.00 feet to the beginning of a tangential circular curve; thence run southeasterly along said curve concave to the southwest having a radius of 590.00 feet through a central angle of  $45^{\circ} 15' 00''$  for an arc distance of 465.96 feet to a point of reverse curve; thence run southeasterly along said curve concave to the northeast having a radius of 230.00 feet through a central angle of  $41^{\circ} 15' 00''$  for an arc distance of 165.59 feet to a point of a reverse curve; thence run southeasterly along said curve concave to the southwest having a radius of 410.00 feet through a central angle of  $24^{\circ} 00' 00''$  for an arc distance of 171.74 feet to a point of compound curve; thence run southerly along said curve concave to the southwest having a radius of 910.00 feet through a central angle of  $37^{\circ} 00' 00''$  for an arc distance of 587.65 feet to a point of reverse curve; thence run southerly along said curve concave to the northeast having a radius of 1,800.00 feet through a central angle of  $15^{\circ} 00' 00''$  for an arc distance of 471.24 feet to a point of reverse curve; thence run southerly along said curve concave to the west, having a radius of 435.87 feet through a central angle of  $45^{\circ} 00' 00''$  for a distance of 342.33 feet; thence run South  $23^{\circ} 00' 00''$  West for a distance of 24.13 feet; thence run south along a tangential curve concave to the east having a

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radius of 300.00 feet through a central angle of 23° 00' 00" for an arc distance of 120.43 feet to the Point of Beginning.

AND

A portion of the Northeast 1/4 of Section 2, Township 55 South, Range 39 East, being more particularly described as follows:

From the southeast corner of Lot 141, Block 1, of CALUSA CLUB ESTATES, according to the plat thereof, as recorded in Plat Book 100, at Page 41, of the Public Records of Miami-Dade County, Florida, run South 18 degrees 30 minutes 00 seconds West along the production southerly of the easterly line of said Lot 141 for 120.00 feet for Point of Beginning; thence continue South 18 degrees 30 minutes 00 seconds West along the production southerly of the easterly line of said Lot 141 for 120.00 feet to a point; thence run North 71 degrees 30 minutes 00 seconds West at right angles to the last described course for 125.00 feet to a point; thence run North 18 degrees 30 minutes 00 seconds East for 120.00 feet to a point; thence run South 71 degrees 30 minutes 00 seconds East along a line parallel to and 120.00 feet from the southerly line of said Lot 141 for 125.00 feet to the Point of Beginning.

TOGETHER WITH:

Lots 35 and 36, Block 1, "CALUSA CLUB ESTATES," according to the plat thereof, as recorded in Plat Book 100, Page 41, of the Public Records of Miami-Dade County, Florida.

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