TO:

FROM:

County Attorney

MEMORANDUM

5(c) . Agenda Item No. (Public Hearing 7-19-16) June 7, 2016 Honorable Chairman Jean Monestime DATE: and Members, Board of County Commissioners Abigail Price-Williams SUBJECT: Ordinance granting petition of Grand Bay at Doral Community Development District ("District" or "Petitioner") to contract the boundaries of the district established by Ordinance No. 06-153 as amended by Ordinance No. 08-12, and Ordinance No. 16-39; providing severability, exclusion from the Code and an

effective date

The accompanying ordinance was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.

Ordinance No. 16-76

Abigail Price-Williams County Attorney

APW/cp

Memorandum



Date:

July 19, 2016

Honorable Chairman Jean Monestime

and Members, Board of County Commissioners

From:

Carlos A. Gimenez

Mayor

Subject:

Ordinance Granting Petition of Grand Bay at Doral Community Development District to Contract the Boundaries of the District Established by Ordinance No. 06-153

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached Ordinance contracting the boundaries of the Grand Bay at Doral Community Development District (CDD). This proposed district lies wholly within the City of Doral (the City) and will be contracted from 341.41 acres to 337.41 acres pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes.

Scope

This CDD is located within District 12, represented by Commissioner Jose "Pepe" Diaz, and will provide funding for capital improvements, as well as multipurpose maintenance functions within the CDD. The area of contraction within the CDD boundaries will encompass a proposed public school.

Fiscal Impact/Funding Source

Contraction of the boundaries of the Grand Bay at Doral CDD will have no fiscal impact to Miami-Dade County (the County). CDD funding is provided by private CDD liens and assessments against affected property and may be collected privately or through the annual Combined Real Property tax bill pursuant to an interlocal agreement with the County. Adoption of this Ordinance will not affect the CDD assessments of the individual owners within the original CDD boundaries.

Social Equity Statement

If approved, property owners within this CDD will pay special assessments appropriately apportioned according to the special benefit they receive from the CDD's services, regardless of their demographics or income levels.

Track Record/Monitor

A special taxing district has been created to maintain this development's infrastructure and open common areas should the Homeowners Association or CDD be dissolved or fails to fulfill its maintenance obligations. The special taxing district will remain dormant until such time as the County determines to implement it. Upon adoption of the attached Ordinance, the boundaries of the existing special taxing district will not be affected.

Background

The Grand Bay at Doral CDD was created by the Board on October 24, 2006, pursuant to Ordinance No. 06-153 and amended by Ordinance No. 08-12, which was adopted on February 5, 2008. The CDD further expanded the boundaries at the BCC public hearing on April 19, 2016, adopted under Ordinance 16-39. This CDD encompasses 341.41 acres with approximately \$113.177 million in infrastructure costs Honorable Chairman Jean Monestime and Members, Board of County Commissioners Page 2

servicing 4.030 residential units. Upon adoption of the attached Ordinance, the Grand Bay at Doral CDD will be reduced by 4 acres encompassing a total of 337.41 acres.

Upon BCC approval of the Ordinance attached, a release of the declaration of restrictive covenants for the contracted area will be submitted by the CDD Board consistent with the requirements of Resolution R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, and adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at time of closing. The restrictive covenant provides for notice in the public records of the projected taxes and assessments to be levied by the CDD, individual prior notice to the initial purchaser of a residential lot or unit within the development and provisions for remedial options to initial purchasers whose contract for sale did not include timely notice of the existence and extent of CDD liens and special assessments.

The BCC is authorized by the Florida Constitution and the Miami-Dade County Home Rule Charter to establish and expand/contract governmental units such as this CDD within the County and to prescribe such government's jurisdiction and powers.

Michael Spring, Senior Advisor



MEMORANDUM

(Revised)

****		***						
TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	DATE:	July 19, 2016					
FROM:	Abigal Mrice-Williams County Attorney	SUBJECT:	Agenda Item No.	5(C)				
Pl	ease note any items checked.							
,	"3-Day Rule" for committees applicable if	raised						
	6 weeks required between first reading and	6 weeks required between first reading and public hearing						
/	4 weeks notification to municipal officials the hearing	4 weeks notification to municipal officials required prior to public hearing						
	Decreases revenues or increases expenditu	res without ba	lancing budget					
	Budget required	•						
	Statement of fiscal impact required							
,	Statement of social equity required			,				
	Ordinance creating a new board requires or report for public hearing	detailed Count	y Mayor's					
V	No committee review							

Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve

Current information regarding funding source, index code and available

balance, and available capacity (if debt is contemplated) required

Approved	,	Mayor Agenda Item No		5(C)
Veto	· · · · · · · · · · · · · · · · · · ·		7-19-16	
Override		and the second s	•	

ORDINANCE NO. 16-76

ORDINANCE GRANTING PETITION OF GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT" OR "PETITIONER") TO CONTRACT THE BOUNDARIES OF THE DISTRICT ESTABLISHED BY ORDINANCE NO. 06-153 AS AMENDED BY ORDINANCE NO. 08-12, AND ORDINANCE NO. 16-39; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter grants the Miami-Dade County Board of County Commissioners (the Board) the authority to exercise all powers and privileges granted to municipalities and counties by the laws of this State; and

WHEREAS, Article VIII, Section 6(1) of the Florida Constitution provides for exclusive County Chapter authority to establish all governmental units within Miami-Dade County and to provide for their government and prescribe their jurisdiction and powers; and

WHEREAS, at its meeting of October 24, 2006, the Board adopted Ordinance No. 06-153, establishing the Grand Bay at Doral Community Development District ("District" or "Petitioner") and providing for specific boundaries of the District; and

WHEREAS, the District boundaries were amended at a meeting of February 5, 2008 by the Board as per Ordinance No. 08-12, and were further amended by the Board on April 19, 2016 as per Ordinance No. 16-39; and

WHEREAS, pursuant to Section 190.046, Florida Statutes, the District may petition and the Board has the authority to contract the boundaries of a community development district within its jurisdiction; and

WHEREAS, a public hearing has been conducted by the Board in accordance with the requirements and procedures of Sections 190.005(2)(b) and 190.046(1), Florida Statutes, and the applicable requirements and procedures of the Miami-Dade County Home Rule Charter and Code; and

WHEREAS, the Board finds that the statements contained in the Petition to Contract the District boundaries are true and correct; and

WHEREAS, the contraction of the District boundaries is not inconsistent with any applicable element or portion of the State comprehensive plan or the Miami-Dade County Comprehensive Development Master Plan; and

WHEREAS, the area of land comprising the District as contracted is sufficiently compact and sufficiently contiguous to be developable as one functional interrelated community and the area of land being removed does not impact such functionality; and

WHEREAS, the District as contracted is the best alternative available for delivering the community development facilities and services that will be provided by the District, and the area of land being removed will not impact such delivery; and

WHEREAS, the community development facilities and services of the District as contracted will not be incompatible with the capacity and uses of existing local and regional community development facilities and services; and

WHEREAS, the area that will be served by the District as contracted is amenable to separate special-district government; and

WHEREAS, the owner of the property that is to be removed from the District will submit a release of the declaration of restrictive covenants that was previously executed; and

WHEREAS, having made the foregoing findings, after a public hearing, the Board wishes to exercise the powers bestowed upon it by Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter in the manner provided by Chapter 190, Florida Statutes,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

Section 2. The Petition to Contract the Boundaries of the Grand Bay at Doral Community Development District to exclude the real property described in the petition attached hereto, which was filed by the District on March 31, 2016, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein as Exhibit "A1."

Section 3. The external boundaries of the District as contracted are sufficiently contiguous, and shall be depicted on the location map attached hereto and incorporated herein as Exhibit "B1" and legally described in the Petition.

Section 4. The current members of the Board of Supervisors are as follows:

Carolina Herrera

Teresa Baluja

Yadira Monzon,

Sandy Chen

Raisa Krause

Section 5. The name of the amended District shall remain "Grand Bay at Doral Community Development District."

Section 6. Notwithstanding any power granted to the Grand Bay at Doral Community Development District pursuant to this Ordinance or Ordinance No. 06-153, Ordinance No. 08-12 or Ordinance No. 16-39, neither the district or real or personal property or revenue in the District shall, solely by reason of the District's creation and existence, be exempted from any requirement for the payment of any and all rates, fees, charges, permitting fees, impact fees, connection fees, or similar County rates, fees or charges, special taxing districts special assessments which are required by law, ordinance or County rule or regulation to be imposed within or upon any local government within the County.

Section 7. Except to contract the boundaries of the District as provided herein, this Ordinance does not affect, amend or modify Ordinance No. 06-153, as amended by Ordinance No. 08-12 and Ordinance No. 16-39.

Section 8. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 9. It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall be excluded from the Code of Miami-Dade County.

Agenda Item No. 5(C) Page 5

Section 10. This Ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

July 19, 2016

Approved by County Attorney as to form and legal sufficiency:

GOLGO

Prepared by:

WZW

Michael J. Mastrucci

"EXHIBIT A-1 to the Ordinance"

PETITION TO CONTRACT GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT

Dated: MARCH 31, 2016

BOARD OF COUNTY COMMISSIONERS MIAMI-DADE COUNTY, FLORIDA

IN RE: PETITION PURSUANT TO SECTION 190.046(1), FLORIDA STATUTES, TO CONTRACT THE BOUNDARIES OF GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT

PETITION TO CONTRACT THE BOUNDARIES OF GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Grand Bay at Doral Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes (the "District"), and the Miami-Dade County Home Rule Charter by Ordinance No. 06-153 of Miami-Dade County, Florida (the "County"), adopted on October 24, 2006, as amended by Ordinance No. 08-12 of the County adopted on February 5, 2008 (collectively, the "Ordinance"), hereby petitions the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA (the "Commission"), in accordance with Section 190.046(1) of the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (the "Act"), to contract the current boundaries of the District and in support thereof, hereby attests as follows:

1. That approximately 334.48 +/- acres are currently located within the external boundaries of the District.¹

A Petition to Expand the Boundaries of Grand Bay at Doral Community Development District was submitted to Miami-Dade County and is pending approval by the Miami-Dade County Commission (the "Expansion Petition"). The City of Doral adopted Resolution No. 14-191, expressing its support for the Petition to Expand the Boundaries of the District. The aforesaid Petition seeks to expand the current boundaries of the District by 6,93 +/- acres.

2. That the Board desires to contract the boundaries of the District and remove approximately 4.00 +/- acres of property from the District boundaries (the "Contraction Parcel"). The metes and bounds description of the Contraction Parcel is attached hereto as Exhibit 1. Following such amendment of the District's boundaries, all other lands in the District will continue to be located wholly within the jurisdictional boundaries of the City of Doral, Florida. The metes and bounds description of the proposed amended District boundaries is attached hereto and made a part hereof as Exhibit 2.²

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- 3. That the real property to be removed from the current boundaries of the District will not be a part of the community being developed within the District boundaries, will receive no special benefit from infrastructure improvements that may be funded by the District, and will not be assessed by the District. There are currently no services that are being provided by the District in the area to be removed from the boundaries of the District. No special assessments have been levied against the real property being removed from the boundaries of the District.
- 4. That Flordade, LLC, a Florida limited liability company, is the owner of the lands comprising the Contraction Parcel (the "Landowner"). Attached hereto as Exhibit 3 and made a part hereof is the written consent of the Landowner to the removal of the Contraction Parcel from the District. The favorable action of the Board authorizing the filing of this Petition, as is evidenced by the copy of District Resolution No. 2015-08 attached hereto as Exhibit 4, constitutes consent for all the landowners within the District pursuant to Section 190,046(1)(g), Florida Statutes.
- 5. That attached hereto as Exhibit 5 and made a part hereof is a designation of the future general distribution, location, and extent of public and private uses of land proposed for

² This motes and bounds description includes the lands described in Expansion Petition.

the area to be excluded from the District by the future land use plan element of the effective local government comprehensive plan. Contraction of the District in the manner proposed in this Petition is not inconsistent with the adopted local government comprehensive plan.

- 6. That annexed hereto as <u>Exhibit 6</u> and made a part hereof is a statement of estimated regulatory costs in accordance with the requirements of Section 120.541, Florida Statutes.
- 7. That annexed hereto as Exhibit 7 is a copy of a Resolution of the City Council of the City of Doral, Florida, expressing its support for the contraction of the boundaries of the District.
- 8. That following the proposed contraction of the District's boundaries (i) the contraction of the District boundaries will not be inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan; (ii) the area of land comprising the District will be of sufficient size, compactness, and contiguity to be developable as one functional interrelated community; (iii) the District will continue to present the best alternative available for delivering the community development facilities and services to the area that will be served by the District; (iv) the community development facilities and services of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and (v) the area comprising the District will be amenable to separate special-purpose government.
 - 9. That all statements contained within this Petition are true and correct.

WHEREFORE, Petitioner, the Board of Supervisors of the Grand Bay at Doral Community Development District, hereby respectfully requests the Commission to:

- Direct its staff to notice, as soon as practicable, a local public non-emergency hearing pursuant to the requirements of Section 190,046(1)(b) of the Act to consider whether to grant the petition for the contraction of the District's boundaries and to amend the Ordinance establishing the District to reflect the new boundaries of the District.
- Grant this Petition and enact an ordinance pursuant to applicable law amending В. the Ordinance establishing the District to reflect the new boundaries of the District.

GRAND BAY AT DORAL COMMUNITY DEMELOPMENT DISTRICT

Name:

Title: Chairperson

STATE OF FLORIDA COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 3 day of mbes 2015, by Andrea Herrera, the Chairperson of the Board of Supervisors of the Grand Bay at Doral Community Development District, who is personally as identification. known to me [] or produced

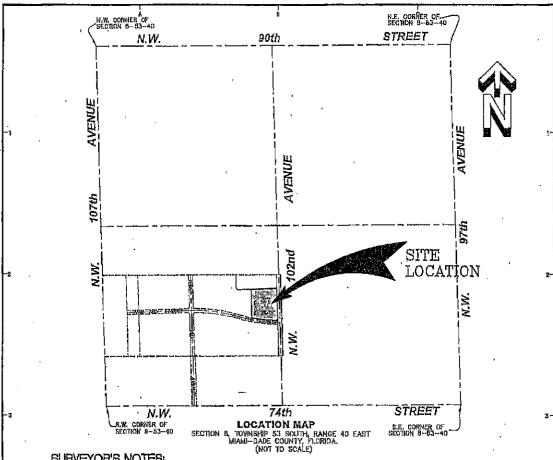
Notary Publi

Typed, printed or stamped name of Notary Public



EXHIBIT 1

METES AND BOUNDS DESCRIPTION OF CONTRACTION PARCEL



SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps, or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF "ITLE will be made to determine recorded instruments, if any affecting this property.

4) -North arrow direction and Bearings shown hereon are based on assumed value of NO1'43'29"W, along the West Line of Section 8, Township 53 South, Range 40 East, as shown on the Section Sheet thereof of the Public Records of Miami-Dade County, Florida.

5) —The Sketch and Legal Description shown herein is based on the information provided by the Client.

6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of 5-Chapter 5J-17 (Formerly 61G17-6), Florida Administrative Code.

Ford, Armenteros & Fernandez, Inc. L.B. 6557 Date: MAY 13, 2014.

Revision:

Omar Armenteros

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

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SKETCH AND LEGAL DESCRIPTION FORD, ARMENTEROS & FERNANDEZ, INC. LOCATION MAP AND NOTES 1950 N.W. 94th AVENUE, 2nd FLOOR PREPARED FOR LENNAR HOMES, LLC. MIAMI, FLORIDA 33172 MANIM ER. DATE: MAY 13, 2014, PH. (305) 477-6472 FAX (305) 470-2805 DINO. DIECKED DY PROJECT NO. 14-025-1000 நு3 ы⊪

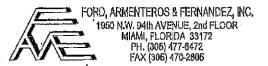
LEGAL DESCRIPTION:

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Sputhwest Corner of said Section 8; thence N01deg43min29secW, along the West Line of the Southwest 1./4 of said Section 8, for a distance of 730.21 feet; thence N89deg39min25secE, along a line 730.00 feet North and parallel with the South line of said Section 8; for a distance of 2597.39 feet; thence N01deg44min24secW for a distance of 546.30 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue along the last described line for a distance of 466.00 feet to a point of cusp of a circular curve to the right, concave to the Northwest; thence Southwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 89deg59min42sec, for an arc distance of 39.27 feet to a point of tangency; thence SB8deg15min18secW, along the South line of a Conservation Easement as recorded in O.R.B. 25884 at page 3930 of the Public Records of Miami-Dade County, for a distance of 363.94 feet; thence S01deg44min24secE for a distance of 417.43 feet to a point on the arc of a circular curve to the left, concave to the Northeast, a radial line from said point bears N10deg31min19secE; thence Southeasterly along the arc of said curve, having for its elements a radius of 2260.00 feet, through a central angle of 09deg17min09sec; for an arc distance of 366.27 feet to a point of compound curvature of a circular curve to the left, concave to the Northwest, thence Northeasterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 92deg58min34sec, for an arc distance of 40.57 feet to the POINT OF BEGINNING.

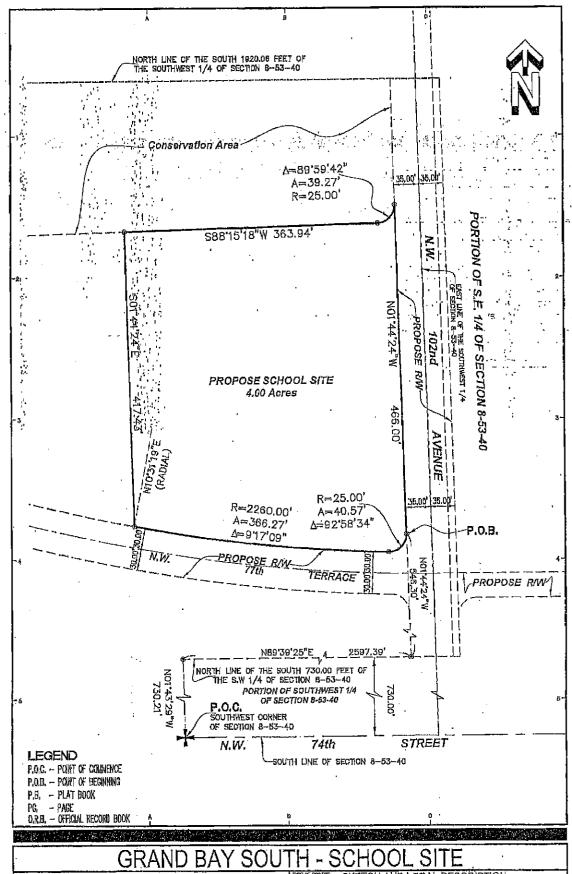
Containing 174,242.37 Square Feet or 4.00 Acres more or less.

GRAND BAY SOUTH - SCHOOL SITE



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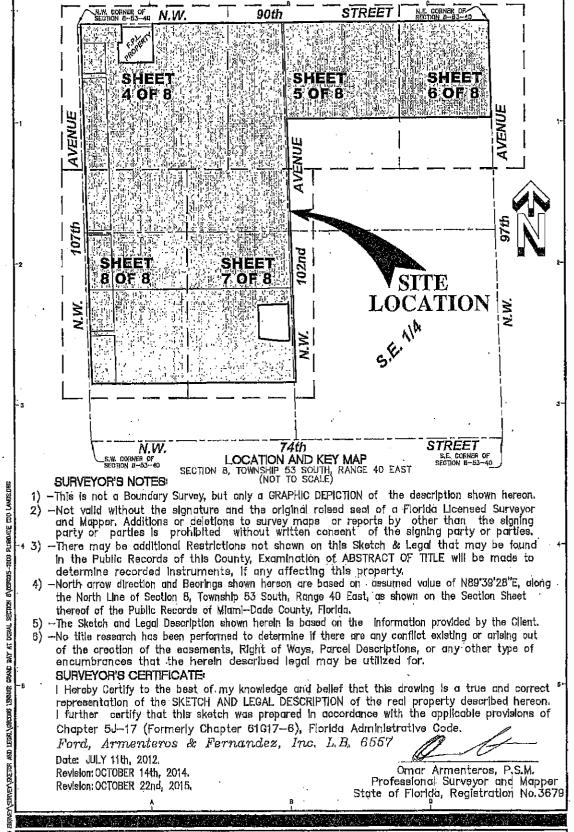




SKETCH AND LEGAL DESCRIPTION SKETCH TO ACCOMPANY LEGAL DESCRIPTION FORD, ARMENTEROS & FERNANDEZ, INC. PRIPARIO FOR 1950 N.W. 94th AVENUE, 2nd FLOOR LENNAR HOMES, LLC. BRAM BY: E.R. MIAMI, FLORIDA 33172 DATE MAY 13, 2014. 3 PH. (305) 477-6472 DOM, CHECKOO BY SCALE 15 = 1001 FAX (305) 470-2805 PROJECT No. 14-025-1000 of 3 steems

EXHIBIT 2

METES AND BOUNDS OF NEW DISTRICT BOUNDARIES



GRAND BAY AT DORAL / CDD EXPANDED BOUNDARY



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LEGAL DESCRIPTION OF NEW DISTRICT BOUNDARIES

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

COMMENCE at the Northwest Corner of said Section 8; thence N89deg39min28sebE, along the North Line of said Section 8, for a distance of 40.01 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N89deg39min28sebE, lalong the last described line for a distance of 2616.18 feet; thence S01deg44min24sebE for a distance of .3358.11 feet; thence S89deg39min25sebW for a distance of 2617.08 feet; thence N01deg43min29sebW, along a line 40.00 feet East of and parallel with the West Line of said Section 8, for a distance of 3358.12 feet to the POINT OF BEGINNING.

LESS:

The East 400 feet of the West 970 feet of the North 240 feet, and the East 450 feet of the West 970 feet of the South 250 feet of the North 490 feet of Section 8, Township 53 South, Range 40 East, Miomi-Dade County, Florida, as described in a Special Warranty Deed recorded in Official Records Book 18896, at Page 765 of the Public Records of Miami-Dade County, Florida.

AND

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Migmi-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 8; thence N01deg43min29secW, along the West Line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence N89deg39min25secE for a distance of 40.01 to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence N01deg43min29secW, along a line 40.00 feet East of and parallel with the said West Line of the Southwest 1/4 of said Section 8, for a distance of 1190.41 feet; thence N89deg39min25secE, along a line parallel with and 1920.06 feet North of the South Line of the Southwest 1/4 of said Section 8, for a distance of 2617.08 feet; thence S01deg44min24secE for a distance of 1190.42 feet; thence S89deg39min25secW, along a line that is parallel with and 730.00 feet North of the South Line of the said Southwest 1/4 of said Section 8; for a distance of 2617.39 feet to the POINT OF BEGINNING.

LESS:

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 8; thence N01deg43min29secW, along the West Line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence N89deg39min25secE, along a line 730.00 feet North and parallel with the South line of said Section 8, for a distance of 2597.39 feet; thence N01deg44min24secW for a distance of 546.30 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue along the last described line for a distance of 466.00 feet to a point of cusp of a circular curve to the right, concave to the Northwest; thence Southwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 89deg59min42sec, for an arc distance of 39.27 feet to a point of tangency; thence S88deg15min18secW, along the South line of a Conservation Easement as recorded in O.R.B. 25884 at page 3930 of the Public Records of Miami-Dade County, for a distance of 363.94 feet; thence S01deg44min24secE for a distance of 417.43 feet to a point on the arc of a circular curve to the left, concave to the Northeast, a radial line from said point bears

GRAND BAY AT DORAL / CDD EXPANDED BOUNDARY



FORD, ARMENTEROS & FERNANDEZ, INC, 1960 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2806

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EXHIBIT A-2

LEGAL DESCRIPTION OF NEW DISTRICT BOUNDARIES (CONTINUED)

N10deg31min19secE; thence Southeasterly along the arc of said curve, having for its felements a radius of 2260.00 feet, through a central angle of 09deg17min09sec, for an arc distance of 366.27 feet to a point of compound curvature of a circular curve to the left, concave to the Northwest, thence Northeasterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 92deg58min34sec, for an arc distance of 40.57 feet to the POINT OF BEGINNING.

AND:

A portion of the Northeast 1/4 of Section 8, Township 53 South, Range 40 East, Miami—Dade County, Florida, being more particularly described as follows:

BEGIN at the Northeast Corner of said Section 8; thence S01deg44min24secE, along the East Line of the said Northeast 1/4 of said Section 8, for a distance of 1219.58 "feet; thence S89deg39min25secW, along a line parallel with and 4057.91 feet North of the South Line of the Southeast 1/4 of said Section 8, for a distance of 2608.82 feet to a point on a line that is parallel with and 2608.04 feet West of the East Line of the said Northeast 1/4 of said Section 8; thence N01deg44min24secW, along the last described line for a distance of 1219.62 feet to a point on the North Line of the said Northeast 1/4 of said Section 8; thence N89deg39min28secE, along the last described line for a distance of 2608.82 feet to the POINT OF BEGINNING.

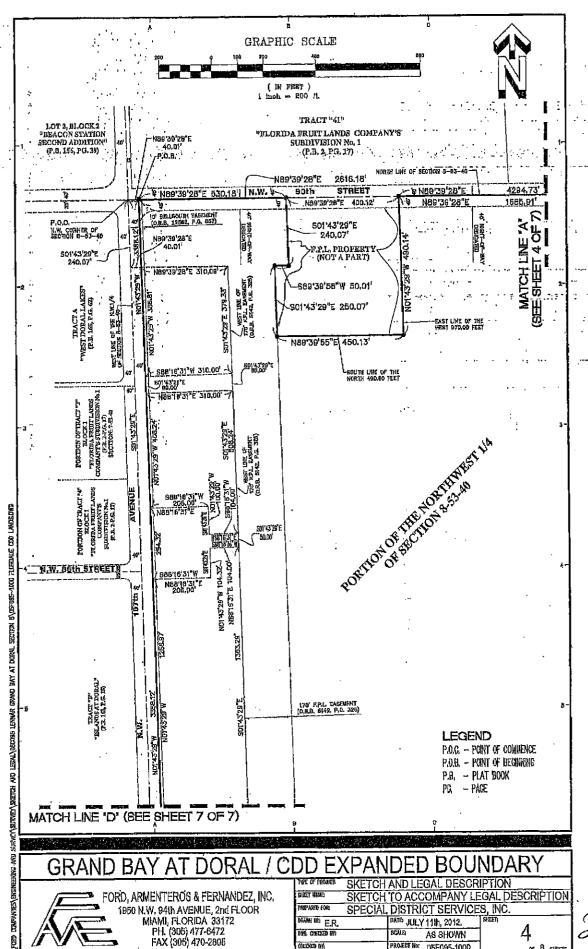
Containing 337.39 Ácres more or less.

GRAND BAY AT DORAL / CDD EXPANDED BOUNDARY



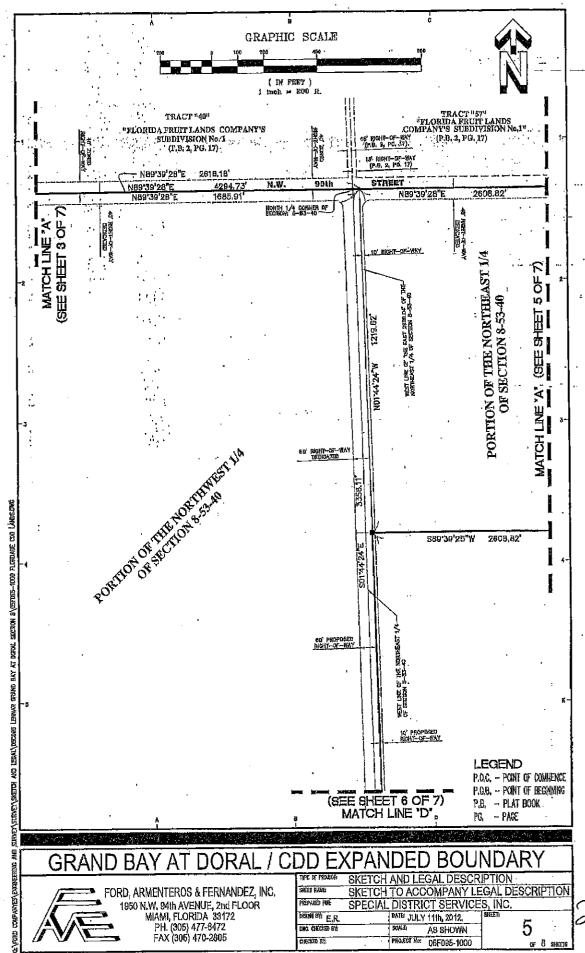
FORD, ARMENTEROS & FERNANDEZ, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (308) 470-2805

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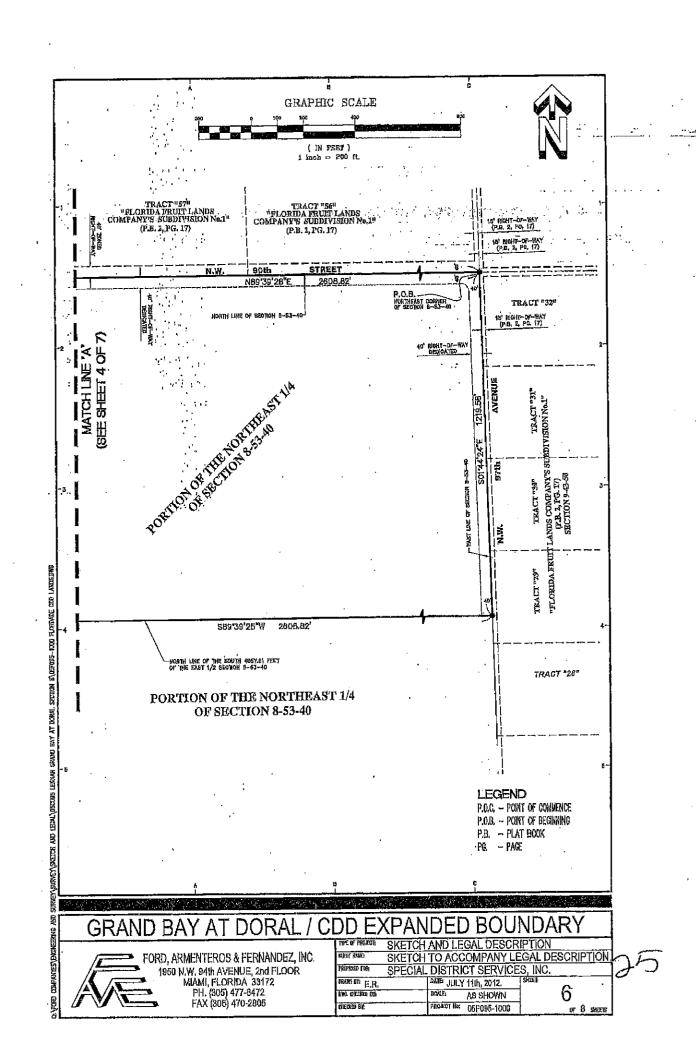


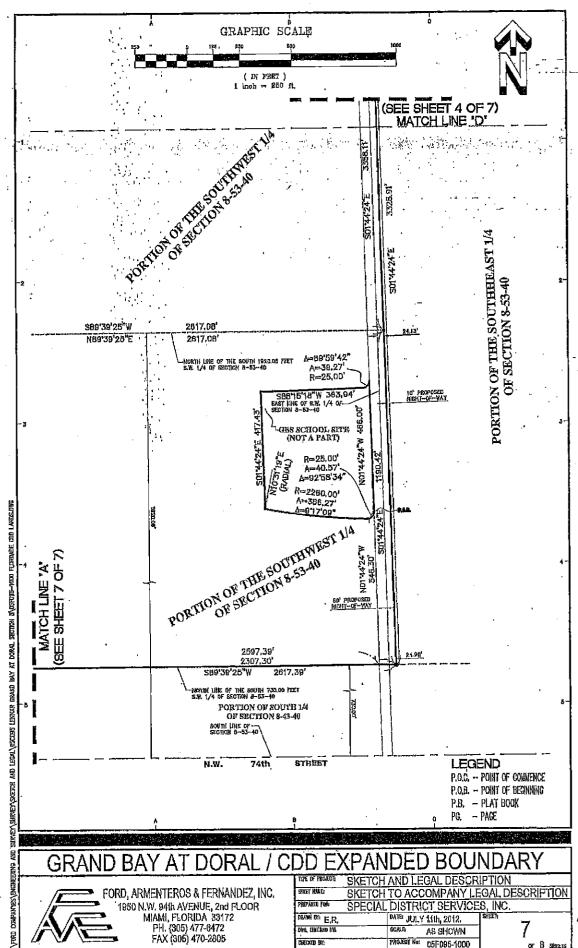
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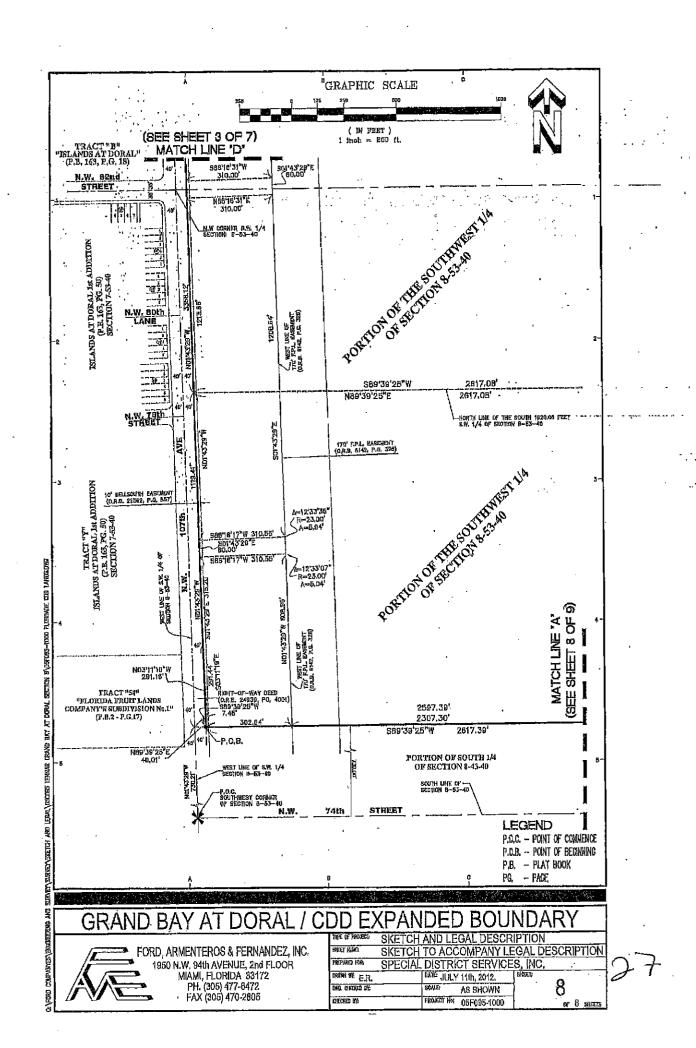


EXHIBIT 3

AFFIDAVIT OF OWNER'S CONSENT

AFFIDAVIT

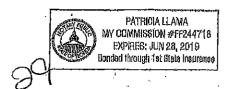


Exhibit "A"

Description of Parcel A

LEGAL DESCRIPTION:

A portion of the South 1/2 of Section B, Township 53 South, Range 40 East, Miami-Dade County, Florida, being imore particularly described as follows:

COMMENCE at the Southwest Corner of said Section 8; thence No1deg43min29secW, along the West Line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence N89deg39min25secE, along a line 730.00 feet North and parallel with the South line of said Section 8; for a distance of 2597.39 feet; thence N01deg44min24secW for a distance of 546.30 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue along the last described line for a distance of 468.00 feet to a point of cusp of a direular curve to the right, concave to the Northwest; thence southwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central arigis of 89deg59min42sec, for an arc distance of 39,27 feet to a point of tangency; thence S88deg15min18secW, along the South line of a Conservation Easement as recorded in 0.R.B*/25884 at page 3930 of the Public Records of Miami-Dade County, for a distance of 36%.94 feet; thence S01deg44min24secE for a distance of 417.43 feet to a point on the arg of a circular curve to the left, concave to the Northeast, a radial line from said point bears N10deg31min19secE; thence Southeasterly along the arc of said curve, having for its elements a radius of 2260.00 feet, through a central angle of 99deg17min09sec, for an arc distance of 366.27 feet to a point of compound curvature of a circular curve to the left, concave to the Northwest, thence Northeasterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 92deg58min34sec, for an arc distance of 40.57 feet to the POINT OF BEGINNING.

Containing 174,242.37 Square Feet or 4.00 Acres more or less.

GRAND BAY SOUTH - SCHOOL SITE



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EXHIBIT 4

RESOLUTION OF THE GRAND BAY AT DORAL BOARD OF SUPERVISORS

RESOLUTION NO. 2015-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT COUNSEL TO FILE A PETITION WITH MIAMI-DADE COUNTY, FLORIDA, TO CONTRACT THE BOUNDARIES OF THE DISTRICT PURSUANT TO SECTION 190.046, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Grand Bay at Doral Community Development District (the "District") is a unit of special purpose local government established by Ordinance No. 06-153 of Miami-Dade County, Florida (the "County"), adopted on October 24, 2006, as amended by Ordinance No. 08-12 of the County adopted on February 5, 2008, pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District currently encompasses a total of approximately 334.48+/- acres located entirely within the boundaries of the City of Doral, Florida, in Miami-Dade County; and

WHEREAS, the District's Board of Supervisors (the "Board") has determined that it is in the best interests of the District to contract the boundaries of the District to remove approximately 4.00+/- acres described in Exhibit "A" attached hereto (the "Contraction Parcel"); and

WHEREAS, the District has not in the past, and does not currently provide any services or facilities to the Contraction Parcel; and

WHEREAS, subsequent to the contraction of the District's boundaries, the District will encompass a total of approximately 337.41+/- acres (the "Amended District");²

WHEREAS, the Amended District will continue to exercise its powers and functions subject to, not inconsistent with and in compliance with all comprehensive planning, land development regulations, laws and policies of the County and any applicable licenses, permits and development orders pursuant to Section 190.004 (3) and (4), Florida Statues; and

WHEREAS, the area within the boundaries of the Amended District will continue to be amendable to separate special district government; and

A Petition to Expand the Boundaries of Grand Bay at Doral Community Development District was submitted to Miami-Dade County and is pending approval by the Miami-Dade County Commission (the "Expansion Petition"). The City of Doral adopted Resolution No. 14-191, expressing its support for the Petition to Expand the Boundaries of the District. The aforesaid Petition seeks to expand the current boundaries of the District by 6.93 +/- acres.

² This metes and bounds description includes the lands described in Expansion Petition.

WHEREAS, the community development services and facilities of the Amended District will continue to be compatible with the capacity and use of existing local and regional community development services and facilities; and

WHEREAS, land uses and services planned within the Amended District will continue to not be inconsistent with applicable elements and portions of the applicable comprehensive plans; and

WHEREAS, the area within the boundaries of the Amended District is part of a planned community of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT, THAT:

SECTION 1. The foregoing recitals clauses are true and correct and are hereby incorporated into this Resolution by reference.

SECTION 2. The District hereby authorizes the District Counsel to prepare and file with the County, a petition to contract the boundaries of the District to exclude the Contraction Parcel in accordance with Section 190.046, Florida Statutes.

SECTION 3. The proper District officials are hereby authorized and directed to take all steps necessary to effectuate the intent of this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part or application of this Resolution is held by court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6. This Resolution shall take effect upon adoption.

THIS RESOLUTION WAS PASSED AND ADOPTED THIS 21st DAY OF OCTOBER, 2015.

ATTEST:

GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT

Chairperson/Vice Chairperson

Exhibit "A"

<u>Description of Contraction Parcel</u>

LEGAL DESCRIPTION:

A portion of the South 1/2 of Section 6, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Shuthwest Corner of said Section 8; thence Noideg43min29secW, along the West Line of the Scuthwest 1/4 of said Section 8, for a distance of 730.21 feet; thence N89deg39min25secE, along a line 730.00 feet North and parallel with the South line of said Section 8 for a distance of 2597.39 feet; thence N0ideg44min24secW for a distance of 646.30 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue along the last described line for a distance of 468.00 feet to a point of cusp of a circular curve to the right, concave to the Northwest; thence Southwesterly along the ora of said curve, having for its elements a radius of 25.00 feet, through a central angle of 89deg59min42sec, for an arc distance of 39.27 feet to a point of tangency; thence SB8deg16min18secW, along the South line of a Conservation Eosement as recorded in O.R.By 25884 at page 3930 of the Public Records of Miami-Dade County, for a distance of 368.94 feet; thence S0ideg44min24secE for a distance of 417.43 feet to a point on the arc of a circular curve to the left, concave to the Northeast, a radial line from said point beare Niodeg31min19secE; thence Southeasterly along the arc of said curve, having for its elements a radius of 260.00 feet, through a central angle of 09deg17min09sec, folken are distance of 368.27 feet to a point of compound curvature of a circular curve to the left, concave to the Northwest, thence Northeasterly along the arc of said curve, having for its elements a radius of 26.00 feet, through a central angle of 92deg58min34sec; for an arc distance of 40.57 feet to the POINT OF BEGINNING.

Containing 174,242,37 Square Feet or 4,00 Acres more or less.

GRAND BAY SOUTH - SCHOOL SITE FORD, ARMENTEROS & FERNANDEZ, INC., 1980 N.W., 94th AVENUE, 2nd FLOOR MIAM, FLORIDA 39172 PH. (905) 477-0472 PH. (905) 477-0472 FAX (306) 470-2805 PROMOTE THE FORM OF THE PROMOTE STATE OF

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EXHIBIT 5
FUTURE LAND USE

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<u>EXHIBIT 6</u>

STATEMENT OF ESTIMATED REGULATORY COSTS GRAND BAY AT DORAL CONTRACTION OF BOUNDARIES

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to contract the boundaries of the Grand Bay at Doral Community Development District ("District"). The District currently comprises approximately 334.48+/- acres of land located in the City of Doral, Florida. This SERC is specific for one (1) area to be removed; the new school site consisting of approximately 4.00 +/- acres.

The limitations on the scope of this SERC are explicitly set out in Section 190.002(2) (d), Florida Statutes ("F.S.") governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of Grand Bay at Doral Community Development District

The District is designed to provide district infrastructure, services, and facilities along with their operations and maintenance to a master planned residential development. The proposed area of removal will not be used for development of residential units and will not be a part of the residential community being developed within the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), defines the elements a statement of estimated regulatory costs must contain:

- (a) An economic analysis showing whether the ordinance directly or indirectly;
- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment or private sector investment in excess of \$1 million in aggregate within 5 years after the implementation of the ordinance;

¹ A Petition to Expand the Boundaries of Grand Bay at Doral Community Development District was submitted to Miami-Dade County and is pending approval by the Miami-Dade County Commission (the "Expansion Petition"). The City of Doral adopted Resolution No.14-191, expressing its support for the Petition to Expand the Boundaries of the District. The aforesaid Petition seeks to expand the current boundaries of the District by 6.93 +/- acros.

- 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with person doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or
- 3. Is likely to increase regulatory costs, including any transactional costs in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.
- (b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the ordinance.
- (c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues.
- (d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the proposed ordinance. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the ordinance, additional operating costs incurred, and the cost of monitoring and reporting.
- (e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S. Miami-Dade County is not defined as a small County for purposes of this requirement.
- (f) Any additional information that the agency determines may be useful.
- (g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.
- 2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

It is unlikely the boundary amendment will meet any of the triggers in Section 120.541(2)(a). The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The District currently serves land that comprises a 334,48 +/- acre development. Upon approval of the Petition to contract the boundaries (and the Expansion Petition), the District's boundaries will comprise approximately 337.41 +/- acres. This boundary amendment will remove one (1) parcel of land from the District boundary which will not be used for the development of residential units and will not be a part of the residential community being developed in the District.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

There is no state agency promulgating any rule relating to this project that is anticipated to affect state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

State Governmental Entities

Since the District already exists, there will be no additional ongoing costs to various State governmental entities to implement and enforce the proposed boundary amendment. Further, the District-comprises less than 1,000-acres, and therefore, Miami-Dade County is the establishing entity under 190.005(2), Florida Statutes, to review and act upon the petition to contract the boundaries of the District.

There are minimal additional ongoing costs to various State entities to implement and enforce the proposed ordinance. The District is a special purpose unit of local government, and it is required to file various reports to the State of Florida, the Department of Boonomic Opportunity and other agencies of the State. The filing requirements are outlined in Appendix A. However, the additional costs to the State and its various departments to process the additional filing from the District are very low, since the State routinely processes filings from over 500 similar districts. Finally, the filing fees paid by the District are designed to offset any additional costs to the State.

Miami-Dade County and City of Doral

There will be only modest costs to the County and City for a number of reasons. First, review of the petition to contract the boundaries of the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, the County routinely process similar petitions though for entirely

different subjects, for land uses and zoning changes that are far more complex than is the petition to contract an existing community development district.

The annual costs to Miami-Dade County, because of the proposed contraction of the boundaries of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County, or any monitoring expenses the County may incur if it establishes a monitoring program for this District. The County may incur certain advertising costs associated with the processing of the Petition to Contract the District Boundaries. The Petitioner has paid a fee with this submittal to offset any expenses the County may incur in the processing of this Petition.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other units of local government, except the District. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Transactional costs associated with community development district (CDDs) are typically related to the financing and maintenance of infrastructure. When the petition to form the District was originally submitted and approved by the City, the petitioner estimated the design and development costs for providing capital facilities. In this case the District Board made the determination that the parcel being removed from the District will not benefit from the District's infrastructure project and there are no assessments for debt imposed on the parcels.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no impact on small businesses because of the proposed contraction of the boundaries of the District.

The development is located in the City of Doral. As of the Census date, the 2000 Census, the City has a population that is greater than 10,000 people. Therefore, the City is not defined as a "small" City according to Section 120.52, Florida Statutes, and there will

accordingly be no impact on a small City because of the proposed amendment of the boundaries of the District.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits,

APPENDIX A

LIST OF REPORTING REQUIREMENTS

REPORT	FL, STATUE CITATION	DUE DATE
Annual Financial Audit	11.45	within 45 days of audit completion, but no later than 12 months after end of fiscal year
Annual Financial Report	218.32	within 45 days of financial audit completion, but no later than 12 months after end of fiscal year; if no audit required, by 4/30
TRIM Compliance Report	200,068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1: Statement of Financial Interests	112.3145	within 30 days of accepting interest the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.415	within one year of special district's creation; then annual notice of any changes; and updated report every 5 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189,417	quarterly, semiannually, or annually
Bond Report	218.38	when issued
Registered Agent	189.416	within 30 days after first meeting of governing board
Proposed Budget	189.418	prior to end of current fiscal year
Public Depositor Report	280.17	annually by 11/30

EXHIBIT 7

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA

RESOLUTION No. 16-30

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, SUPPORTING AN AMENDMENT TO THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT TO CONTRACT THE BOUNDARIES OF THE DISTRICT BY APPROXIMATELY FOUR (4) ACRES PURSUANT TO SECTION 190.046, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR EFFECTIVE DATE

WHEREAS, the Grand Bay at Doral Community Development District (the "District") is an existing independent special district established pursuant to Chapter 190, Florida Statutes, and the Miami-Dade County Home Rule Charter by Ordinance No. 08-153 of Miami Dade County, Florida, adopted on October 24, 2006, as amended by Ordinance No. 08-12 of the County on February 5, 2008; and

WHEREAS, Floridade, LLC, a Florida limited liability company, is the owner of the land-comprising the contraction-parcel; and

WHEREAS, the District is in the process of submitting to Miami-Dade County a Petition to Contract the Boundaries of the District (the "District's Petition") by four (4) acres, as legally described in Exhibit A; and

WHEREAS, the real property to be removed from the current boundaries of the District will not be a part of the community being developed within the District boundaries, will receive no special benefit from infrastructure improvements that may be funded by the District, and will not be assessed by the District; and

WHEREAS, the District has not provided any services to the area to be removed from its boundaries. Furthermore, no special assessments have been levied against the real property being removed from the boundaries of the District; and

LONG LONG TO SERVICE

WHEREAS, the District is requesting that the Mayor and City Council adopt a resolution supporting the District's petition; and

WHEREAS, the City Council, after careful review and deliberation, and the recommendation of staff has determined that it is in the best interests of the citizens of the City of Doral to support the District's petition.

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

<u>Section 1.</u> Recitals. The above recitals are confirmed, adopted and incorporated herein and made a part hereof by this reference.

Section 2. Supported Position. The District's Petition to Contract the Boundaries of the District by four (4) acres, which are located contiguous to properties already located within the District's boundaries being developed as Grand Bay South, as described in the District's petition in Exhibit B, is hereby supported.

Section 3. Transmittal. The City Clerk is hereby authorized to transmit a copy of this Resolution to Miami-Dade County in support of the District's Petition.

Section 4. Effective Date. This Resolution shall become effective upon its passage and adoption by the City Council and is binding on all successors and assigns.

The foregoing Resolution was offered by Councilmember Rulz who moved its adoption.

The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria

Not present at the time of the vote

Vice Mayor Christi Fraga

Absent / Excused

Councilman Pete Cabrera

Yes

Councilwoman Ana Maria Rodriguez

Yes

Councilwoman Sandra Ruiz

Yes

PASSED AND ADOPTED this 27 day of January, 2016

IGI BORIA, MAYOR

ATTEST:

CONNE DIAZ-EMO

CITY CLERK

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

WEISS, SEROTA, HELEMAN, COLE, & BIERMAN, PL

CITY ATTORNEY

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EXHIBIT A LEGAL DESCRIPTION

LEGAL DESCRIPTION OF SCHOOL SITE TO BE OWNED BY MIAMI-DADE COUNTY

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 8; thence N01deg43min29secW, along the West Line of the Southwest 1/4 of said Section 8, for a distance of 730,21 feet; thence N89deg39min25secE, along a line 730.00 feet North and parallel with the South line of said Section 8, for a distance of 2597.39 feet; thence NO1deg44min24secW for a distance of 546.30 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue along the last described line for a distance of 466,00 feet to a point of cusp of a circular curve to the right, concave to the Northwest; thence Southwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 89deg59mln42sec, for an arc distance of 39.27 feet to a point of tangency; thence S88deg15min18secW, along the South line of a Conservation Easement as recorded in O.R.B. 25884 at page 3930 of the Public Records of Miami-Dade County, for a distance of 363.94 feet; thence S01deg44min24secE for a distance of 417.43 feet to a point on the arc of a circular curve to the left, concave to the Northeast, a radial line from said point bears N1Odeg31min19secE; thence Southeasterly along the arc of said curve, having for its elements a radius of 2260.00 feet, through a central angle of 09deg17min09sec, for an arc distance of 366,27 feet to a point of compound curvature of a circular curve to the left, concave to the Northwest; thence Northeasterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 92deg58min34sec, for an arc distance of 40.57 feet to the POINT OF BEGINNING.

Containing 174,242.37 Square Feet or 4.00 Acres more or less.

Exhibit B

BOARD OF COUNTY COMMISSIONERS MIAMI-DADE COUNTY, FLORIDA

IN RE; PETITION PURSUANT TO SECTION 198.046(1), FLORIDA STATUTES, TO CONTRACT THE BOUNDARIES OF GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT

PETITION TO CONTRACT THE BOUNDARIES OF GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Grand Bay at Doral Community Development District, an independent special district established pursuant to Chapter 190, Plorida Statutes (the "District"), and the Miami-Dade County Home Rule Charter by Ordinance No. 06-153 of Miami-Dade County, Florida (the "County"), adopted on October 24, 2006, as amended by Ordinance No. 08-12 of the County adopted on February 5, 2008 (collectively, the "Ordinance"), hereby petitions the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA (the "Commission"), in accordance with Section 190.046(1) of the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (the "Act"), to contract the current boundaries of the District and in support thereof, hereby attests as follows:

1. That approximately 334,48 +/- acres are currently located within the external boundaries of the District. 1

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A Polition to Expand the Boundaries of Grand Bay at Doral Community Development District was automitted to Miami-Dade County and is pending approval by the Miami-Dade County Commission (the Expansion Polition"). The City of Doral adopted Resolution No. 14-191, expressing its support for the Politica to Expand the Boundaries of the District. The aforesaid Polition seeks to expand the current boundaries of the District by 6.93 it/e acres.

- 2. That the Board destres to contract the houndaries of the District and remove approximately 4.00 +/- acres of property from the District boundaries (the "Contraction Parcel"). The metes and bounds description of the Contraction Parcel is attached hereto as <u>Exhibit 1</u>. Following such amendment of the District's boundaries, all other lands in the District will continue to be located wholly within the jurisdictional boundaries of the City of Doral, Florida. The metes and bounds description of the proposed amended District boundaries is attached hereto and made a part hereof as <u>Exhibit 2</u>.
- 3. That the real property to be removed from the current boundaries of the District will not be a part of the community being developed within the District boundaries, will receive no special benefit from infrastructure improvements that may be funded by the District, and will not be assessed by the District. There are currently no services that are being provided by the District in the area to be removed from the boundaries of the District. No special assessments have been levied against the real property being removed from the boundaries of the District.
- 4. That Floridade, LLC, a Florida limited liability company, is the owner of the lands comprising the Contraction Parcel (the "Landowner"). Attached hereto as Exhibit 3 and made a part hereof is the written consent of the Landowner to the removal of the Contraction Parcel from the District. The invorable action of the Board authorizing the filling of this Petition, as is evidenced by the copy of District Resolution No. 2015-08 attached hereto as Exhibit 4, constitutes consent for all the landowners within the District pursuant to Section 190.046(1)(g), Florida Statutes,
- 5. That attached hereto as <u>Exhibit 5</u> and made a part hereof is a designation of the future general distribution, location, and extent of public and private uses of land proposed for

² This nutes and hounds description includes the lands described in Expension Pailtion.

the area to be excluded from the District by the future land use plan element of the effective local government comprehensive plan. Contraction of the District in the insumer proposed in this Petition is not inconsistent with the adopted local government comprehensive plan.

- 6. That annexed hereto as <u>Exhibit 6</u> and made a part hereof is a statement of estimated regulatory costs in accordance with the requirements of Section 120:541, Florida Statutes.
- 7. That annexed hereto as Exhibit 7 is a copy of a Resolution of the City Council of the City of Doral, Fiorida, expressing its support for the contraction of the boundaries of the District.
- 8. That following the proposed contraction of the District's boundaries (i) the contraction of the District boundaries will not be inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan; (ii) the area of land comprising the District will be of sufficient size, compactness, and contiguity to be developable as one functional interrelated community; (iii) the District will continue to present the best alternative available for delivering the community development facilities and services to the area that will be served by the District; (iv) the community development facilities and services of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and (v) the area comprising the District will be amenable to separate special-purpose government.
 - 9. That all statements contained within this Petition are true and correct.

WHIREFORE, Petitioner, the Board of Supervisors of the Grand Bay at Doral Community Development District, hereby respectfully requests the Commission to:

- A. Direct his staff to notice, as soon as practicable, it local public non-energency bearing parameter to the requirements of Section 190.046(1)(b) of the Act to consider whether to grant the petition for the contraction of the District's boundaries and to amend the Ordinance establishing the District to reflect the new boundaries of the District.
- H. Grant this Petition and enact as ordinance pursuant to applicable law amending the Ordinance establishing the District to reflect the new boundaries of the District.

RESPECTIVELY SUBMITTED this 3's day of North 6'R , 2015.

GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT

By: Name: TAMINA

Title: Chairperson

· STATE OF FLORIDA COUNTY OF MIAMP-DADE

Notary Public

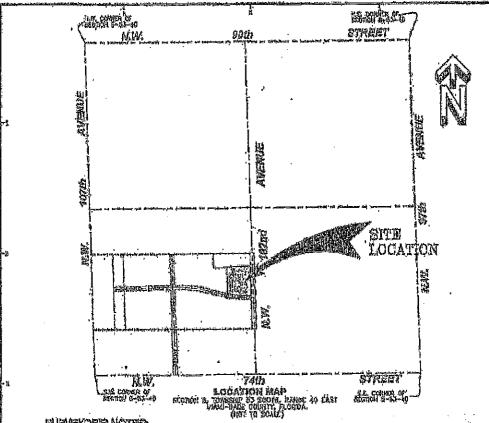
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PATRICIA LLAMA
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exhibit I

METES AND BOUNDS DESCRIPTION OF CONTRACTION PARCEL

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SURVEYOR'S NOTES

1) —This is not a Houndary Survey, but only a GRAPHIC DEPICTION of the description shows hereon,

2) -Not valid without the signature and the original raised seat of a Florida Licensed Surveyor

2) —Not valid without the signature and the original raised seet of a figure liceness surveyor and kapper. Additions or deletions to curvey maps or raports by other than the signing party or parties is probleted without written consent of the signing party or parties.

3) —There may be additional Residetions not shaws on this Sketch & Legal that may be found in the Public Records of this downly Examination of ABSTRACT OF TITLE will be made to determine recorded instruments; if any affacting this property.

4) —North arrow direction and Benjings shown herein are based on assumed value of Not'43'23'W, along the West Line of Seution 8, Township 53 South, Range 46 Eust, as shown on the Section Shoet thereof of the Public Records of Michael Ponde County, Fiorlia.

-ins Sketch and Legal Description shown herein to based on the Information provided by the Client 5) We the rescipt his been performed to determine if there are my conflict saisting or origing out of the exempents, Right of Ways, Purcet Descriptions, or any offer type of encumbrances that the herein described legal may be utilized for.

SUNVEYOR'S CENTIFICATE I Hereby Certify to the best of my knewledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real preparty described hereon. I further certify that this existin was prepared in accordance with the applicable provisions of a Chapter 51-17 (Fermerly 61617-6), Florida Administrative Code.

Pord: Armenteros & Fernandez, Inc. L.A. 6557 Date MAY 13, 2014.

Kavision

Omar Armenteros

Omer Armenteros, P.S.M., For the Flori Professional Surveyor and Mapper State of Florida, Registration No.3679

FORD, ARMENTEROS & PERNANDEZ, INC.



1450 MW 6415 AVENUE, 2014 PLOOR MANN PLORIDA 30472 PH, (305) 470-2605

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LEGAL DESCRIPTION:

A portion of the South 1/2 of Section 8, Tewnship 53 South, Range 40 East, Midmil-Dede Sounty Fields, being more particularly described as follows:

COMMENCE at the Sputhwest Corner of sold Section 8; themse Noideg43min22esaW, clong the West Line of the Southwest 1/4 of sold Section 8; for a distance of 730,21 feet; thence Noideg43min22esaW, clong themse Noideg43min22esaW, clong themse Noideg44min22esaW for a line of sold Section 8; for a distance of 2587.59 feet; thence Noideg44min22esaW for a distance of 546.50 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue along the lost described line for a distance of 480.60 feet to a point of cusp; of a draular surve to the right, canceve to the Northwest thence Southwesterly along the proof and curve, having for its elements a rodule of 25,00 feet, through a central angle of 89deg59min42esa, for an arc distance of 59.27 feet to a point of tangency, thence SBEdeg15min18esaW, along the South line of a Conservation Easangent as recorded in O.R.By 25884 at page 3930 of the Fublic Records of Miami-Dade County, for a distance of 383.94 feet thence. SOUSeg44min24esaE for a distance of 417.45 feet to a point on the arc, of a circular curve to the left, conceve to the Northwest are roduled curve, having for leatelements a rodule of 250.00 feet, through a central angle of Discentification arrows to the left, conceve to the Northwest and conscioned curve to the left, conceve to the Northwest thence Northwest and angle of 25000 feet, through a central angle of 25000 feet,

Containing 174,242.37 Square Feet or 4.00 Agree more or less.

GRAND BAY SOU स्थित होता है KETCH AND LEGAL DESCRIPTION EGAL DESCRIPTION TO ACCOMPANY SKETCH FORD, ARMENTERIOS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MINING PLONIDA 93172

FR. (325) 477-6472

FAX (305) 479-2805 Service Co. in in the DON'T ER 2 wal-Dec 19 (act) P

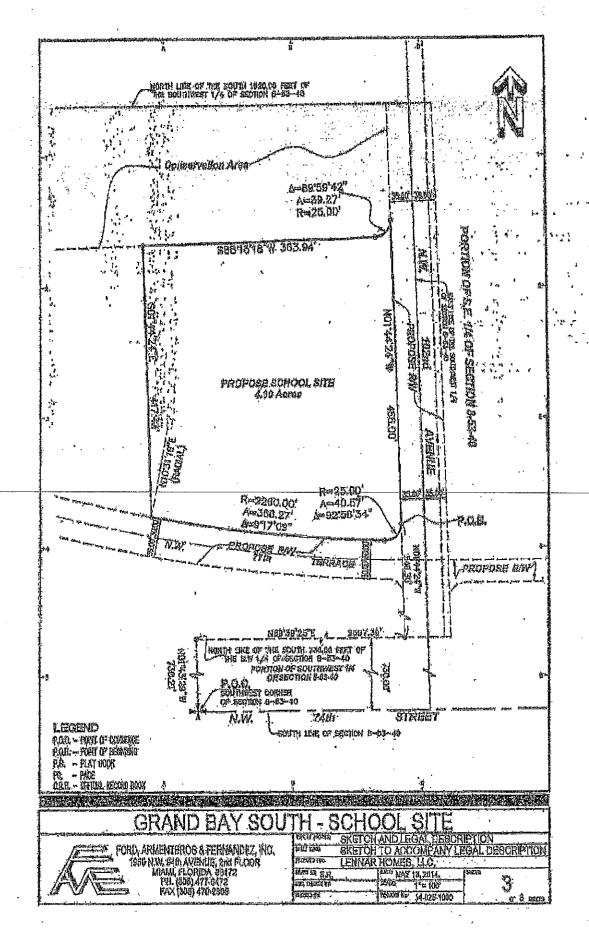
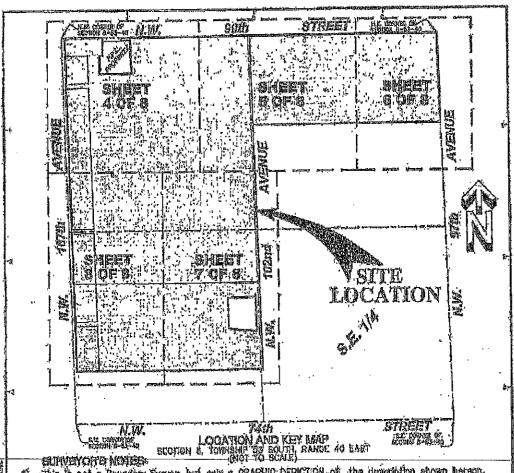


EXHIBIT 2

METES AND BOUNDS OF NEW DISTRICT BOUNDARIES



2)—This is not a floundary Survey, but only a graphic deplotion of the description shown become.

2)—Not vilid without the signature and the original relaced seal of a Morida Licensed Surveyor and Mapper. Additions of deletions to survey maps or reports by other than, the signing party or parties is prohibited without written consent of the signing party of parties.

3)—There may be additional Restrictions not shown on this Sketch & Laigh that may be found in the Public Records of this County, Exemination of ABSTRACT OF THE will be made to determine recorded instruments. If any offseting this property.

4)—North prove descript and Seating shown hereon are based on assumed value of May 3720°C, along the North line of Seating Success hereon are based on a shown on the Sacilon Sheet thereof of the Bubba Records of Mismi-Dode County, North and the Sacilon Sheet the Sacilon Sheet and Legal Description shown herein is based on the Information provided by the Client.

5)—No title research has been performed to determine if there are any conflict existing an inline out of the caseinants, Right of Ways, Parcel Descriptions, or any other types of encountercrices that the freeding described legal may be utilized for.

BUNYENCES CENTIFICATES

ENTIFICATE CENTERALE HE heat of my knowledge and belief that this staving is a true and correct supersylvation of the SKETCH AND LEGAL DESCRIPTION of the repetition of the SKETCH AND LEGAL DESCRIPTION of the repetition of the sketch was propored in accordance with the applicable provisions of

Chapter 53-17 (Farmenty Chapter 61017-5), Florida Administrative Code. Ford, Atmentiones & Fernandes, Inc. L.B. 6567

Dates JULY 11th, 2012 Regulative TOBER 14th, 2014, Revolutive CTOBER 22nd, 2015.

Ornor Amienteros, F.S.M. Professional Surveyor and Mopger State of Florids, Registration No.3679



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EXHIBIT A-2

LEGAL DESCRIPTION OF NEW DISTRICT BOUNDARIES

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

COMMENCE at the Nerthwest Corner of said Section 8, thence N89deg29min28acc. along the North Line of said Section 8, for a distance of 40.01 feet to the FOINT OF REGINNING of the hereinafter described Fercial of Land, thence continue N89deg39min28acce, talong the last described line for a distance of 2618.18 feet; thence Stideg44min24acce for a distance of 3358.11 feet; thence Stideg49min25accw for a distance of 2617.08 feet; thence Nordeg43min29accw, along a line 40.00 feet can and parallel with the West Line of said Section 8, for a distance of 3358.12 feet to the POINT OF BEGINNING,

LESS:

The East 400 feet of the West 970 feet of the North 240 feet, and the East 450 feet of the West 970 feet of the South 250 feet of the North 490 feet of Scotlon B, Township 53 South, Range 40 East, Mami-Dade County, Florida, as described in a Special Warranty Deed reported in Official Records Book 18896, at Page 765 of the Fubila Records of Michil-Dade County, Florida.

ASITY

A partien of the south 1/2 of Section 6. Township 53 South, Range 40 Cost, Migmi-Dade County, Figrida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 8; thence NOIdeg43min29seoW. diong the West Line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence NO9deg39min29secE for a distance of 40.01 to the POINT OF BEGINNING of the hereinafter described Parcel of Lond, thence NOIdeg43min29secW, diong a line 40.00 feet East of and parallel with the said West Line of the Southwest 1/4 of said Section 8, for a distance of 1190.41 feet; thence NB9deg39min25secE, along a line parallel with and 1920.06 feet North of the South Line of the Southwest 1/4 of said Section 8, for a distance of 2817.05 feets thence SOIdeg44min24secE for a distance of 1190.42 feet; thence SB9deg39min25secW, along a line that is parallel with and 730.00 feet North of the South Line of the Southwest 1/4 of said Section 8; for a distance of 2617.39 feet to the POINT OF BEGINNING.

4 LESSI

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Manni-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 8; thence Notdeg43min29secW, along the West Line of the Southwest 1/4 of said Section 6, for a distance of 730.21 leet; thence N89deg39min26secE, along a line 730.00 feet North and parallel with the South. line of said Section 8, for a distance of 2597.39 feet; thence Notdeg44min24agcW for a distance of 848.30 feet to the Point OF BEGINNING of the hereinafter described Parcel of Land, thence continue along the last described line for a distance of 465.00 feet to a point of cusp of a distance of 465.00 feet to a point of cusp of a distance of the right, concave to the Northwest; thence Southwestery along the arc of eald curve, having for its elements a radius of 25.00 feet, through a central angle of 88deg89min42sec, for an arc distance of 39.27 feet to a point of tangency thence S8ddeg89min42sec, for an arc distance of 39.27 feet to a point of tangency thence S8ddeg89min42sec, long the South line of a Canegraphic Easement as recorded in O.R.B. 25884 at page 39.30 of the Public Records of Micmi-Dade Ocunty, for a distance of 363.94 feet; linence s01deg44min24secE for a distance of 417.43 feet to a point on the arc of a circular curve to the left, concave to the Northeast, a radial line from said point bears

GRAND BAY AT DORAL / CDD EXPANDED BOUNDARY

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EXHIBIT A-2

LEGAL DEECRIPTION OF NEW DISTRICT BOUNDARIES (CONTINUED)

Mindegsiminiseed, thence Southeasterly plans the arc of sold ourse, having for its elements a radius of 2200.00 feet, through a central tadiu of Godesi injudication for an arc distance of 366.27 feet to a point of compound curvature of a plans to the Northwest, thence Northwesterly clone the arc of sold curve; to the Northwest, thence Northwesterly clone the arc of sold curve; having for its elements a radius of 25.00 feet, through a central angle of page 50 its formal arc of 40.57 feet to the FONT OF SECIMING.

A portion of the Northcost 1/4 of Section 6. Township 53 South, Rongs 40 East, Mami-Dade County, Forder, being more particularly described as follows:

BEGIN at the Northeast Comer of sold Section & themes Scidaga Animales of 1219.88 the East Line of the sold Northeast 1/4 of sold Section 8, for a distance of 1219.88 feet; thence \$69dega9min25seoW, glong a line parallel with and 4057.91 feet; North of the South Line of the Southeast 1/4 of sold Section 8, for a distance of 2602.82 feet to a point on a line that is parallel with and 2606.04 feet West of the East Line of the edid Northeast 1/4 of sold Section 8; themse Nordega4min24secW, along the last described line for a distance of 1219.62 feet to a point on the North Line of the sold Northeast 1/4 of sold Section 8; themse Northeast 1/4 of sold Section 8; the Northeast 1/4 of sold Section 8; themse Northeast 1/4 of sold Section 8; the Northeast 1/4 of Sec

Contuining 337,39 Acres more or less.



FORD, ARMENTEROS & FERNANDEZ, INC.

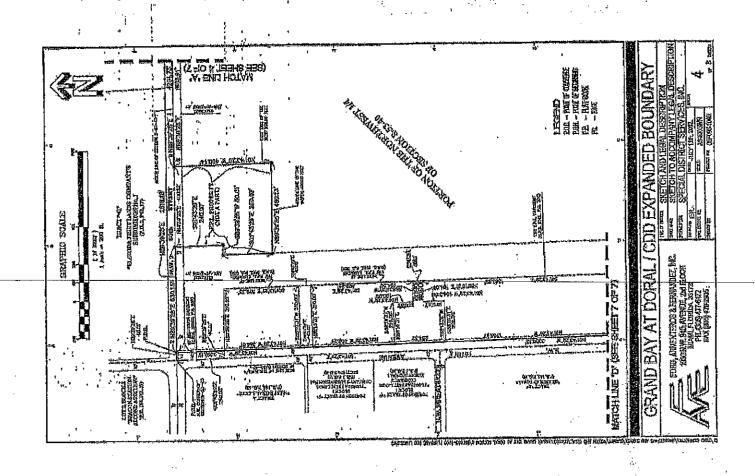
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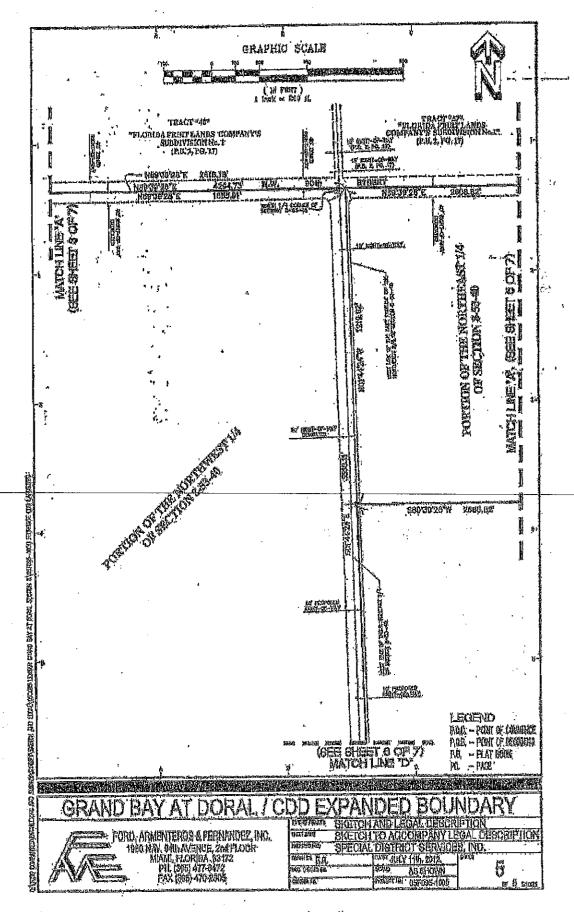
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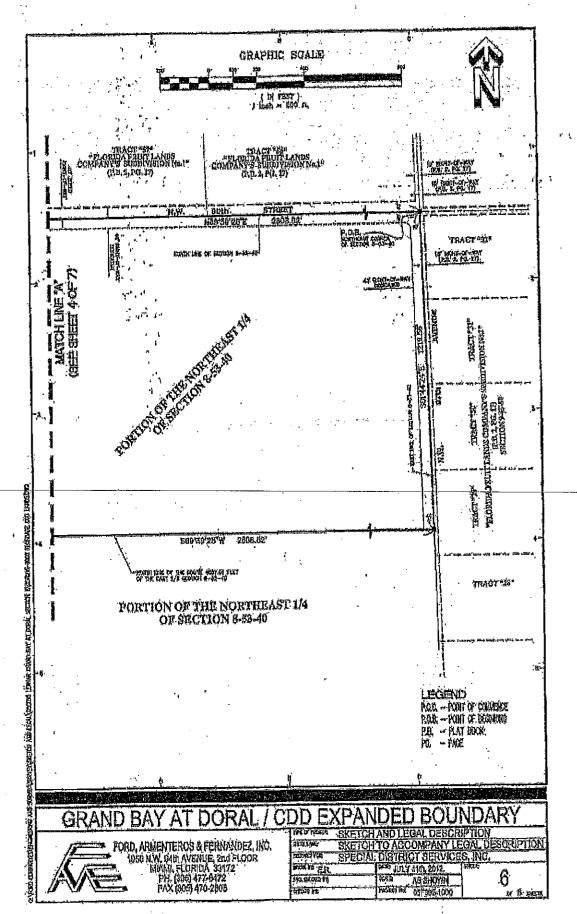
PH. 1003) 477-0472

PAX (201) 476-5805

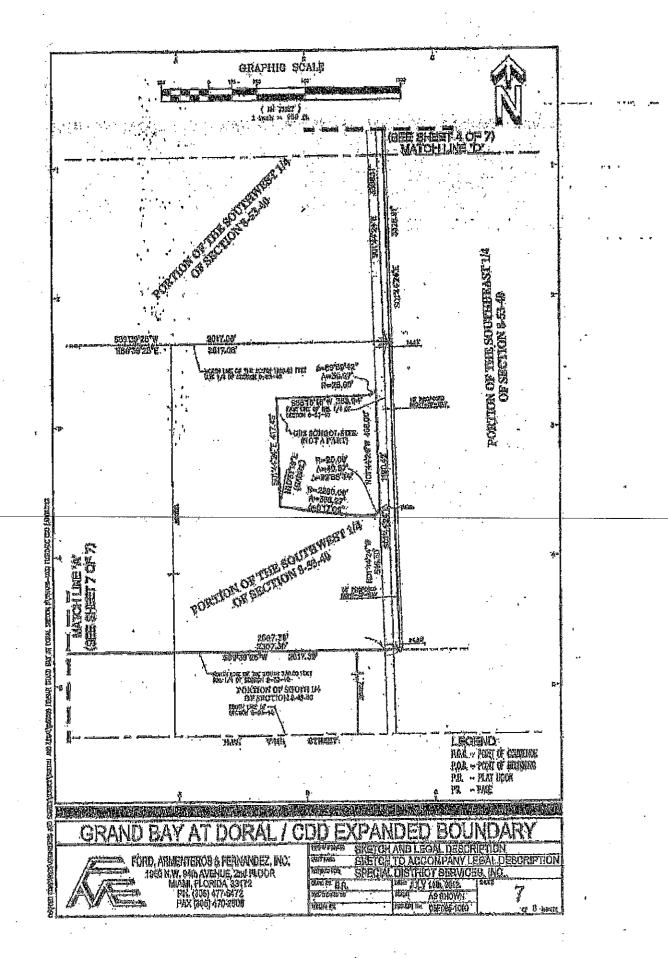
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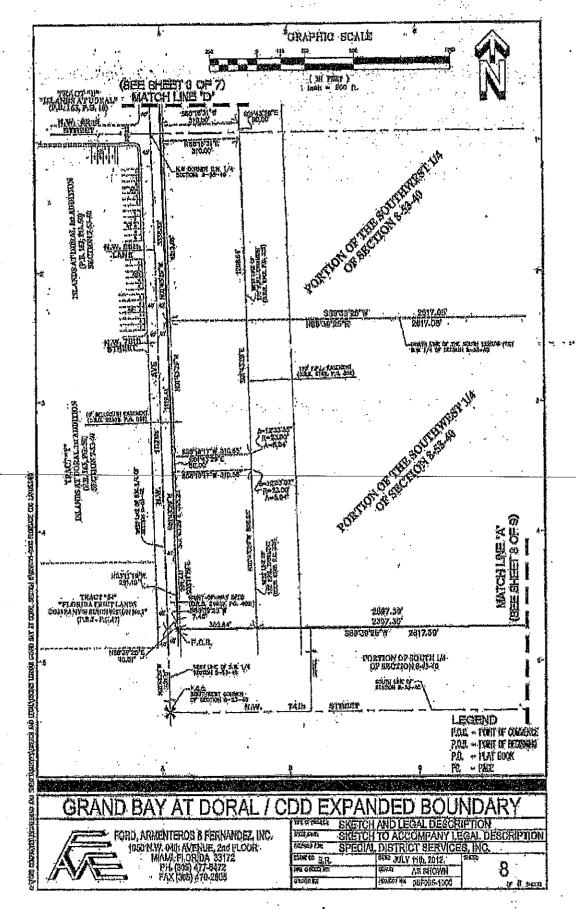






. 3.





TXHIBIT 2

APPIDAVIT OF OWNER'S CONSENT

AFFIDAVIT

, 2016, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Greg McPherson, who, after being duly sworn, deposes and says:

- Affiant, Greg McPherson, is the Manager of Flordade, LLC, a Florida limited 1. liability company (the "Company").
 - The Company is the fee title owner of the following described property, to wit:

See Exhibit "A" attached hereto (the "Property").

- Affigut hereby represents that he has full authority to execute all documents and instruments on behalf of the Company, including the Petition To Contract the Boundaries of the Grand Bay at Doral Community Development District before the County Commission of Mismi-Dade County, Florida, pursuant to Section 190,046(1), Florida Statutes,
- The Property consists of approximately 4.00 scres of real property located in the City of Doral, Florida.
- Affiant, on behalf of the Company, as the fee simple owner of the Property, in the capacity described above, hereby gives its full consent to the contraction of the external boundaries of the Grand Bay at Doral Community Development District to exclude the Property therein.

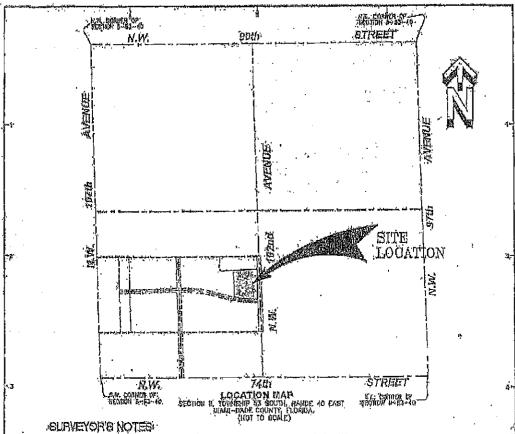
WITNESS WHEREOF, I have bereunto set my hand this I Plordade, LLC, a Florida limited liability company Name: Greg McPherson Title: Vive-President

STATE OF FLORIDA COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this Alfahy of 2016, by Greg McPherson, as Manager of Flordade, LLC, a Florida limited liability company. as illentification. He is personally known to me [] or produced

Typed, printed or stamped name of Notary Public





1) —This issued a Boundary Survey, but only a GRAPHIE DEPLOYOR of the description shown hereon.

2) -Wot valid without the algoriture and the original relaced each of a floride Upaned. Surveyor and Mapper. Additions of detailons to survey maps or reports by other than the algoring party or parties is: prohibited without written consent of the algoring party of parties.

5) -There togy to additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County; Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any offending this property.

4) -Worth arrow direction and Bearings shown hereon are based on assumed value of NOT43'29"W, along the West Line of Scotlin B, Township 53 South, Range 40 Feet, as shown on the Section Sheet thereof of the Public Records of Mamil-Dade County, Finica.

The Sketch and Legal Description shown herein is based on the Information provided by the Client. (i) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Partyl Descriptions, or any other type of engage-process that the herein described legal may be utilized for. SURVEYOR'S CERTIFICATE:

is the body certify to the heat of my knowledge and belief that this strawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hareon. I further certify that this exetch was prepared in accordance with the applicable provisions of the Chapter 51-17 (Fermerly 61017-6), Florida Administrative Code.

Ford, Armenterns & Fernandez, Inc. L.B. 6667 Caler May 13, 2014.

Revisions

Omar Armontarion

Onder Atmenteros, P.B.M., For the Firm-Professional Surveyor and Mapper State of Florida, Registration No.3678

SOUTH - SCHOOL FORD, ARMENTEROS & PERNANDEZ, INC. वस्य होता. ATION MAP AND NOTES 1980 N.W. BEU AVERBUE, 2013 FLOOR HAMI, FLORIDA 33172 PH. (305) 477-6472 * FAX (305) 470-2805 WAR HOMES, LLC. en brania Parkly EV ALTO BLAY 13, 2014. REAL D MA. Divin II PROLES No. 14:025-1000

LEGAL DESCRIPTION:

A portion of the south 1/2 of Seulon B. Township 33 South, Range 40 East, Mismi-Dade. County, Florida, being more portiously described as follows:

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Confolning 174,242.57 Square Feet or 4.00 Acres more or less.

GRAND BAY SOUT

FORD, ARHENTEROS EFERNANDEZ, INC.
1950 N.W. 34th AVENUS, 2nd FLOOR
MAM, FLORIDA 38372
PR. (008) 477-4472
PAX (801) 470-2003

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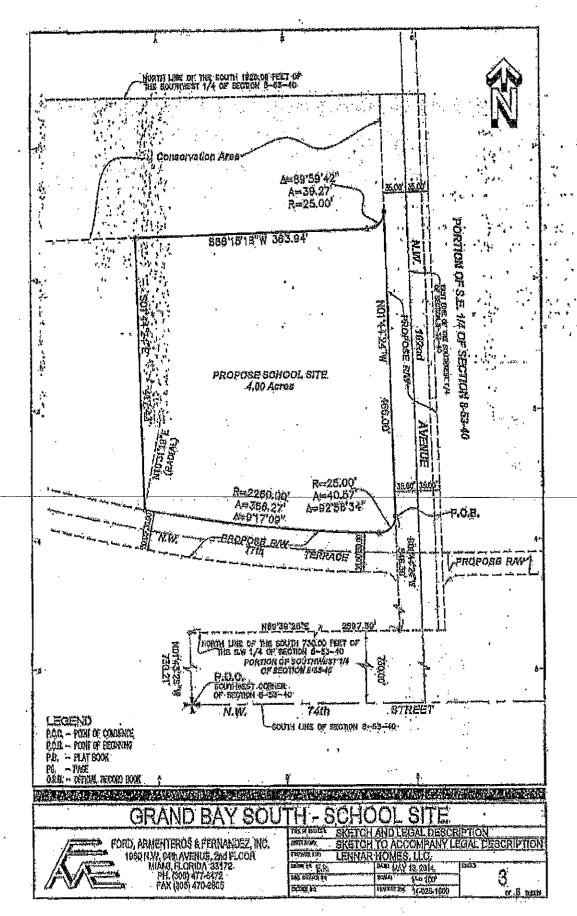


EXHIBIT 4

RESOLUTION OF THE GRAND BAY AT DORAL BOARD OF SUPERVISORS

RESOLUTION NO. 2015-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT COUNSEL TO FILE A PETITION WITH MIAMI-DADE COUNTY, FLORIDA, TO CONTRACT THE BOUNDARIES OF THE DISTRICT PURSUANT TO SECTION 190:046, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Grand Bay at Doral Community Development District (the "District") is a unit of special purpose local government established by Ordinance No. 06-153 of Miami-Dade County, Florida (the "County"), adopted on October 24, 2006, as amended by Ordinance No. 08-12 of the County adopted on February 5, 2008, pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District currently encompasses a total of approximately 334,484/- acres located entirely within the boundaries of the City of Doral, Florida, in Miami-Dade County; and

WHITREAS, the District's Board of Supervisors (the "Board") has determined that it is in the best interests of the District to contract the boundaries of the District to remove approximately 4.00+/- acres described in Exhibit "A" attached hereto (the "Contraction Parcel"); and

WHEREAS, the District has not in the past, and does not currently provide any services or facilities to the Contraction Parcel; and

WHEREAS, subsequent to the contraction of the District's houndaries, the District will encompass a total of approximately 337,41+/- pores (the "Amended District");

WHEREAS, the Amended District will continue to exercise its powers and functions subject to, not inconsistent with and in compliance with all comprehensive planning, land development regulations, laws and policies of the County and any applicable licenses, permits and development orders pursuant to Section 190.004 (3) and (4), Florida Statues; and

WHEREAS, the area within the boundaries of the Amended District will continue to be amendable to separate special district government; and

74

A Petition to Expand the Boundaries of Grand Bay at Doral Community Development District was submitted to Mamil-Dada County and is pending approval by the Mismi-Dada County Countission (the "Expansion Publict"). The City of Doral adopted Resolution No. 14-191, expressing its support for the Petition to Expand the Boundaries of the District. The albrespid Petition seeks to expand the current boundaries of the District by 6.93 4/- acres.

² This metes and bounds description includes the lands described in Expansion Putition.

WHEREAS, the community development survices and facilities of the Amended District will continue to be compatible with the capacity and use of existing local and regional community development services and facilities; and

WHEREAS, land uses and services planned within the Amended District will continue to not be inconsistent with applicable elements and pointing of the applicable comprehensive plans; and

WHEREAS, the area within the boundaries of the Amended District is part of a planned community of sufficient size and is sufficiently compact and configures to be developed as one functional and interrelated community;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT, THAT:

<u>SECTION 1.</u> The foregoing rechals clauses are true and correct and are hereby incorporated into this Resolution by reference.

SECTION 2. The District hereby authorizes the District Counsel to prepare and file with the County; a polition to contract the boundaries of the District to exclude the Contraction Parcel in accordance with Section 190,046. Florida Statutes.

SECTION 3. The proper District officials are hereby authorized and directed to take all steps necessary to effectuate the intent of this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section of other part or application of this Resolution is held by court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions of applications of this Resolution.

SECTION 6. This Resolution shall take effect upon adoption.

This resolution was passed and adopted this 21^n day of <u>october</u>. 2015.

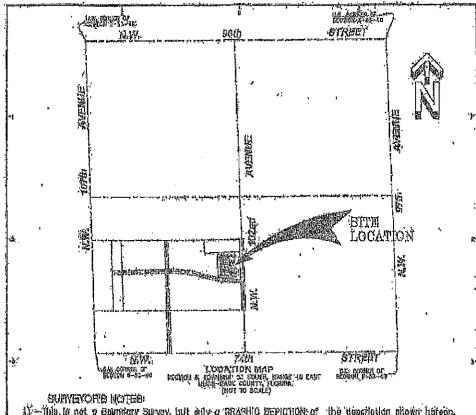
ATTEST:

GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Exhibit "A" Description of Contraction Parcel



Washing is not a Boungary Survey, but doly a BRAPHIC BEPICTION of the description of which hate on.

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3)—Refer may be designed in Relations hat shown in this signification party or parties.

3)—Refer may be designed in Relations in the signification of designification of the country of the found in the Fublic Secretary of this Country Examination of designification of the first will be enable to determine recorded instruments, if any otificating this property.

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6)—No Whe research has been hardward to determine it here are any consist afterness with a signing out

d) -No Utle research has been parformed to determine it there are any conflict addition at adjunct of of the aroution of the executents Right of Ways, Parcel Descriptions, or day other type of englishrances that the berein described legal may be utilized for:

SURVEYOR'S CRATIFICATED oppressions sently to the best of my knowledge and belief that this diriving is a finic and increase the configuration of the aktifold. And LEGAL DESCRIPTION of the real property described because it in their certify that this akoleh was proposed to accordance with the opplicable providing of a Chapter 50-17 (Formerly 61017-6), Florida Administrative Code.

:Parti: Arramiteros: & Fernandeza Ing. I.A. 1865? Date: MA 13, 2014. Residio

Comera, Mamericania.

Omor Armenterse, P.S.M., For the Miro Professional Surveyor and Mappar Gratis of Florida, Registration Ne. 3978.

GRAND BAY SOUTH - SCHOOL SITE FÖRD, AMRENTEROSA, FERNÁNDEZ, INC. 1000 NAV. GÖL NYENDE 200 FLOGRE MIGUIE EL STIDA, 23172 FF. (300) 177-5072 170-505/178-2002 湖南阳 ed eksings for eksings " KAY 10, 60 (1.

LEGAL DESCRIPTIONS

A portion of the south 1/2 of Saction B. Township 53 South, Range 30 East, More bade copiety, Florida, denig more particularly described as follows:

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Containing 174,242.3 Square Rept or 400 Acres more or inco-

GRAND BAY SOUTH & SCHOOL SITE

FORD, ASIMENTEROS & FERNANDEZ, INC.

ABBOULTM, 24th AVENUE, 24th TOOR

PH. (30th 477-0472

PH. (30th 477-0472

PAT (300) 470-2006

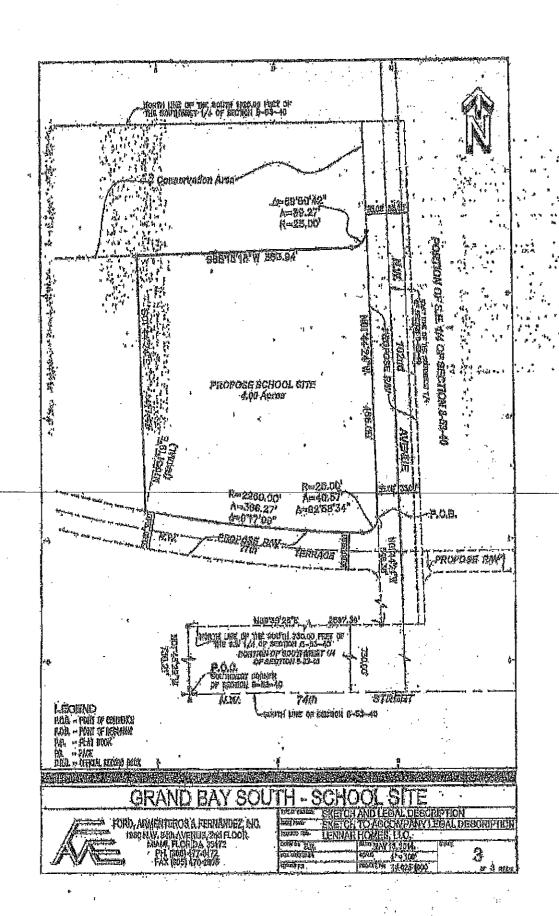
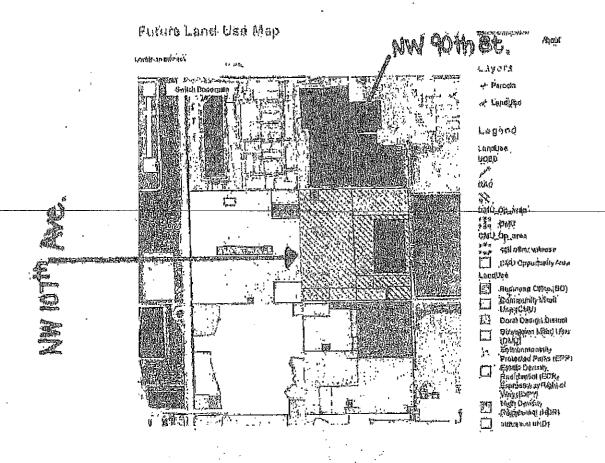


EXHIBIT 5

FUTURE LAND USE



<u>exhibit 6</u>

STATEMENT OF ESTIMATED REGULATORY COSTS GRAND BAY AT DORAL CONTRACTION OF BOUNDARIES

1.0 Introduction.

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to contract the boundaries of the Grand Bay at Doral Community Development District ("District"). The District correctly comprises approximately 334,484/- acres of land located in the City of Doral, Florida. This SERC is specific for one (1) area to be removed; the new school site consisting of approximately 4.00 4/- acres.

The limitations on the scope of this SERC are explicitly set out in Section 190.002(2) (d), Florida Statutes ("F.S.") governing District establishment) as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of Grand Bay at Doral Community Development District

The Displot is designed to provide district infrastructure, services, and facilities along with their operations and maintenance to a master planned residential development. The proposed area of removal will not be used for development of residential units and will not be a part of the residential community being developed within the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), defines the elements a statement of estimated regulatory costs thust contain:

- (a) An economic analysis showing whether the rule directly or indirectly;
- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment or private sector investment in excess of \$1 million in aggregate within 5 years after the implementation of the tule;

A Petition to Expand the Boundaries of Grand Hay at Doral Community Development District was submitted to Miami-Dade County and is panding approved by the Miami-Dade County Commission (the "Expansion Polition"). The City of Doral adopted Resolution No.14-191, expressing its support for the Petition to Expand the Boundaries of the District. The aforesald Petition seeks to expand the current boundaries of the District by 6.93 47-seeds.

- 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with person doing business in other states or domestic markets; preductivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
- 3. Is likely to increase regulatory octs, including any transactional costs in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.
- (b) A good faith estimate of the number of individuals and chittes likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.
- (c) A good faith estimate of the cost to the agency, and to any other state and local government entities, or implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.
- (d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the proposed ordinance. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.
- (a) An analysis of the impact on small businesses as defined by Section 288.703, P.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, P.S. Mismi-Dade County is not defined as a small County for purposes of this requirement.
- (f) Any additional information that the agency determines may be useful.
- (g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.
- 2.6 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million:
 - It is unlikely the boundary amendment will meet any of the triggers in Section 120.541(2)(a). The basis for this determination is provided in the discussions in Section 5.0 through Section 6.0.
- 3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

The District currently serves land that comprises a 334.48 +/- acre development. Upon approval of the Perition to contract the boundaries (and the Expansion Petition), the District's boundaries will comprise approximately 337.41 +/- acres. This boundary amendment will remove one (1) parcel of land from the District boundary which will not be used for the development of residential units and will not be a part of the residential community being developed in the District.

- 4.0 A good faith estimate of the cost to the agency, and to any other state and local government entitles, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.
- 4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

State Governmental Entities

Since the District already exists, there will be no additional ongoing costs to various State governmental entities to implement and enforce the proposed boundary amendment. Further, the District comprises less than 1,000 acres, and therefore, Miami-Dade County is the establishing entity under 190,005(2), Florida Statutes, to review and act upon the petition to contract the boundaries of the District.

There are minimal additional ongoing costs to various State entities to implement and enforce the proposed ordinance. The District is a special purpose unit of local government, and it is required to file various reports to the State of florida, the Department of Economic Opportunity and other agencies of the State. The filing requirements are outlined in Appendix A. However, the additional costs to the State and its various department to process the additional filing from the District are very low, since the State routinely processes filings from over 500 similar districts. Finally, the filing fees paid by the District are designed to offset any additional costs to the State.

Miami-Dade County

There will be only modest costs to the County for a number of reasons: First, review of the petition to contract the boundaries of the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, the County routinely process similar petitions though for entirely different subjects, for land uses and zoning changes that are far more complex than is the petition to contract an existing community development district.

The annual costs to Miami-Dade County, because of the proposed contraction of the boundaries of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County, or any monitoring expenses the County may like if it establishes a monitoring

program for this District. The Petitioner has paid a fee with this submitted to offset any expenses the County may incur in the processing of this Petition.

City of Doral

The City of Doral will incur certain advertising costs associated the processing of the Polition to Contract the District Boundaries. The Politioner will reimbures these costs to the City.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other teason, are not debts of the State of Florida or any other nults of local government, except the District. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Transactional costs associated with community development district (CDEs) are typically related to the financing and maintenance of infrastructure. When the petition to form the District was originally submitted and approved by the City, the petitioner estimated the design and development costs for providing capital facilities. In this case the District Board made the determination that the parcel being removed from the District will not benefit from the District's infrastructure project and there are no assessments for debt binosed on the parcels.

6.0 An analysis of the impact on small businesses as defined by Section 283.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no impact on small businesses because of the proposed contraction of the boundaries of the District.

The development is looped in the City of Doral. As of the Census date, the 2000 Census, the City has a population that is greater than 10,000 people. Therefore, the City is not defined as a "small" City according to Section 120.52, Plorida Statutes, and there will accordingly he no impact on a small City because of the proposed amendment of the boundaries of the District.

6.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits.

APPENDIX A LIST OF REPORTING REQUIREMENTS

endoki.	fl. Statud Citation	DUE DATE
Annual Financial Audit	11.45	within 45 days of audit completion, but no later than 12 months after and of fiscal year
Annual Financial Report	218.32	within 45 days of financial audit completion, but no later than 12 months after end of fiscal year, if no audit required, by 4/30
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1: Statement of Financial Interests	112,3145	within 30 days of accepting interest the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local
Public Facilities Report	189,A15	officers" elected to special district's board) within one year of special district's creation; then annual notice of any changes; and undated report every 5 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.417	quarterly, seinfanmually, or enmally
Bond Report	218.38	when Issued
Registered Agent	189,416	within 30 days after first meeting of governing board
Proposed Budget	189.418	prior to end of ourout fiscal year
Public Depositor Report	.280.17	annually by 11/30

EXHIBIT 7

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA

RESOLUTION .

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA SUPPORTING AN AMENDMENT OF THE BOUNDARIES OF THE GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT TO CONTRACT THE BOUNDARIES OF THE DISTRICT BY APPROXIMATELY 400 ACRES; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Grand Bay at Doral Community Development District ("District") has requested a resolution supporting an amendment of the boundaries of the District to contract the boundaries by approximately 4.00 acres; and

WHEREAS, Applicant has requested the rights to exercise all powers provided for in Chapter 190.005, Florida Statutes; and

WHEREAS, the public infrastructure improvements which will be funded by the District include earthwork, water and westewater systems, surface water management, and internal roadways; and

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WITEREAS, the proposed District expansion will allow the District to seek approval from the County to expand the District boundaries in order for the District to find the public infrastructure required to service the expansion area; and

WHEREAS, the City Council, after careful review and deliberation, and the recommendation of staff, determined that it is in the best interests of the vitizens of the City of Doral to support the amendment of the District boundaries.

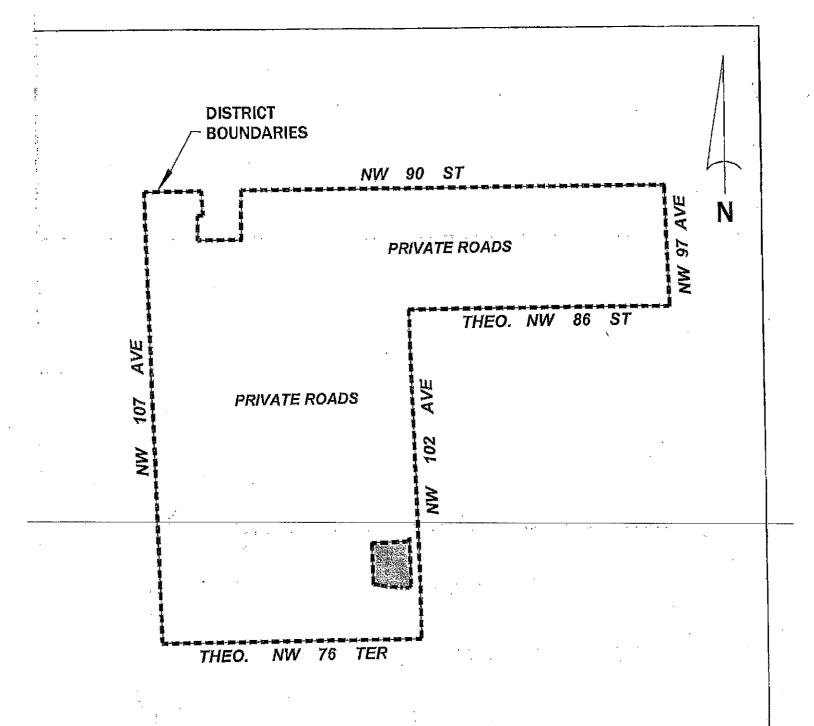
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA THAT:

- Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution upon adoption hereof, are hereby incorporated as the findings of that of the Board.
- Section 2. The City Council of the City of Doral hereby supports the District's application for the expansion of the District boundaries.
- Section 3. This resolution shall become effective upon its passage and adeption by the City Council and is blading on all successors and assigns.

and upon being put to a vote, the vote was as follows:
Mayor Luigi Boria Vice Mayor Christi Fraga Councilwoman Bettina Rodriguez Aguilera Councilwoman Ana Maria Rodriguez Councilwoman Sandra Ruiz
LUIGI BORIA, MAYOR
ATTEST
BARBARA HERRERA, CITY CLERK
Approved as to form and legal sufficiency for the Use and reliance of the City of Doral only:

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"EXHIBIT B-1 to the Ordinance" Location Map Depicting New Boundaries



GRAND BAY AT DORAL

COMMUNITY DEVELOPMENT DISTRICT (AREA TO BE CONTRACTED SHOWN SHADED) EXHIBIT "B" TO THE ORDINANCE (Revised 4/12/2016)

(COMM.0012) **SECTION: 8-53-40**

92

MIAMI-DADE COUNTY OPINION OF TITLE

To: Miami-Dade County, Florida

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as inducement for acceptance of a Declaration of Restrictive Covenants and a Petition to Contract the Boundaries of Grand Bay at Doral Community Development District (the "CDD") to remove a parcel of land known as the "New School Site" from the CDD boundaries, it is hereby certified that we have examined First American Title Insurance Company Commitment for Title Insurance (File No. 1062-3181850) dated February 29, 2016, covering the period from the beginning to February 17, 2016 at 8:00 a.m., pertaining to the following described real property:

See Exhibit "A" attached hereto and by this reference made a part hereof,

Based on that examination, we are of the opinion that as of last mentioned date, the fee simple title to the above-described real property was vested in:

Flordade, LLC, a Florida limited liability company

Subject to the following encumbrances, liens and other exceptions:

1. RECORDED MORTGAGES:

- A. The following mortgage related documents:
- Agreement recorded December 6, 2004 in Official Records Book 22878, Page 4330, as modified by Future Advance and Modification Agreement recorded December 1, 2005 in Official Records Book 24006, Page 424, as assigned by Assignment of Note and Mortgage recorded August 3, 2006 in Official Records Book 24788, Page 1943, as amended and restated by Amended and Restated Mortgage and Security Agreement recorded August 3, 2006 in Official Records Book 24788, Page 1945, as modified by Mortgage, Note, and Other Loan Documents Assumption and Modification Agreement recorded March 13, 2008 in Official Records Book 26266, Page 2924, as assigned by Assignment and Assumption of Security Instrument and Loan Documents recorded July 5, 2011 in Official Records Book 27743, Page 3137, and as assigned by Assignment and Assumption of Security Instrument and Loan Documents recorded Book 27761, Page 4340, all of the Public Records of Miami-Dade County, Florida.
- (2) Absolute Assignment of Leases and Rents recorded August 3, 2006, in Official Records Book 24788, Page 1964, as modified by the certain Mortgage, Note, and Other Loan Documents Assumption and Modification Agreement recorded March 13, 2008 in Official Records {00010451.DOC v.2}

Book 26266, Page 2924, as assigned by that certain Assignment and Assumption of Security Instrument and Loan Documents recorded July 5, 2011 in Official Records Book 27743, Page 3137, and as assigned by that certain Assignment and Assumption of Security Instrument and Loan Documents recorded July 20, 2011 in Official Records Book 27761, Page 4340, all of the Public Records of Miami-Dade County, Florida.

- (3) UCC-1 Financing Statement recorded August 3, 2006, in Official Records Book 24788, Page 1973, as modified by that certain Mortgage, Note, and Other Loan Documents Assumption and Modification Agreement recorded March 13, 2008 in Official Records Book 26266, Page 2924, as assigned by that certain Assignment and Assumption of Security Instrument and Loan Documents recorded July 5, 2011 in Official Records Book 27743, Page 3137, as amended by the UCC Amendment recorded April 28, 2008 in Official Records Book 27669, Page 1998, as amended by the UCC Amendment recorded May 3, 2011 in Official Records Book 27675, Page 47, as assigned by the UCC Amendment (Assignment) recorded July 5, 2011 in Official Records Book 27743, Page 4612, all of the Public Records of Miami-Dade County, Florida.
- (4) UCC-1 Financing Statement recorded March 13, 2008, in Official Records Book 26266, Page 2944, of the Public Records of Miami-Dade County, Florida.

B. . The following mortgage related documents:

- (1) Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement executed by Century Grand I, LLLP, a Florida limited liability limited partnership in favor of Ocean Bank, recorded March 2, 2006, in Official Records Book 24283, Page 1471, as modified by Promissory Note and Mortgage Extension and Modification Agreement recorded April 2, 2008 in Official Records Book 26301, Page 294; Second Promissory Note and Mortgage Extension and Modification Agreement recorded October 7, 2008 in Official Records Book 26600, Page 1813; Third Promissory Note and Mortgage Extension and Modification Agreement recorded January 13, 2009 in Official Records Book 26716, Page 94; Fourth Promissory Note and Mortgage Extension and Modification Agreement recorded April 28, 2009 in Official Records Book 26843, Page 2721; and Mortgage Modification Agreement recorded October 1, 2009 in Official Records Book 27032, Page 4577; assigned pursuant to that Assignment of Note, Mortgage and Other Loan Documents recorded February 22, 2012 in Official Records Book 28005, Page 520, (as affected by various partial releases of mortgage), all of the Public Records of Miami-Dade County, Florida.
 - (2) UCC-1 Financing Statement recorded June 6, 2006 in Official Records Book 24614, Page 470, as amended by UCC Amendment recorded June 10, 2011 in Official Records Book 27718, Page 2477; assigned pursuant to that Assignment of Note, Mortgage and Other Loan Documents recorded February 22, 2012 in Official Records Book 28005, Page 520, all of the Public Records of Miami-Dade County, Florida.

(3) UCC-1 Financing Statement recorded June 16, 2011 in Official Records Book 27723, Page 2931; assigned pursuant to that Assignment of Note, Mortgage and Other Loan Documents recorded February 22, 2012 in Official Records Book 28005, Page 520, all of the Public Records of Miami-Dade County, Florida.

2. GENERAL EXCEPTIONS:

A. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable Rights, interests, or claims of parties in possession not shown by the public records.

B. Rights, interests, or claims of parties in possession now shown by the public records.

C. Lien or right to a lien, for services, labor, or materials heretofore and hereafter furnished, imposed by law and not shown by the public records.

D. Taxes or assessments which are not shown as existing liens in the public records.

3. SPECIAL EXCEPTIONS:

- A. Easement in favor Florida Power & Light Company contained in that Right-of-Way Agreement recorded in Official Records Book 6142, Page 326, as may be affected by that Subordination of Interest in Utility Easement (as to a right-of-way) recorded in Official Records Book 26127, Page 1289, both of the Public Records of Miami-Dade County, Florida.
- B. Easement in favor of Bellsouth Telecommunications, Inc., recorded in Official Records Book 22562, Page 857; as may be affected by that Subordination of Interest in Utility Easement (as to a right-of-way), recorded in Official Records Book 28267, Page 1951, both of the Public Records of Miami-Dade County, Florida.
- C. Restrictive Covenant Running With the Land in favor of Miami-Dade County recorded in Official Records Book 25994, Page 2370, of the Public Records of Miami-Dade County, Florida.
- D. Agreement for Water and Sanitary Sewage Facilities recorded in Official Records Book 25731, Page 1824, as amended by Addendum Number One thereto recorded in Official Records Book 26889, Page 2245, all of the Public Records of Miami-Dade County, Florida.
- E. City of Doral Municipal Charter recorded in Official Records Book 24311, Page 3239, of the Public Records of Miami-Dade County, Florida.

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- R. Ordinance 09-21 recorded in Official Records Book 26868, Page 1757 and Resolution R-324-09 recorded in Official Records Book 26868, Page 1797, all of the Public Records of Miami-Dade County, Florida.
- G. Terms, conditions, covenants, agreements and other matters as set forth in the Settlement Agreement, dated June 12, 2005, (see Official Records Book 26842, Page 4111) as amended by the Amendment to Settlement Agreement (see Official Records Book 26842, Page 4092) and as further amended by the Second Amendment to Settlement Agreement recorded in Official Records Book 26842, Page 4067; and as affected by that Partial Release of Settlement Agreement recorded in Official Records Book 28316, Page 1060; and as amended by that Third Amendment to Settlement Agreement recorded in Official Records Book 29252, Page 1882, all of the Public Records of Miami-Dade County, Florida.
- H. Memorandum of Right-of-Way Consent Agreement recorded in Official Records Book 25875, Page 4577, of the Public Records of Miami-Dade County, Florida.
- I. Intentionally deleted:
- J. Covenant Running with the Land recorded in Official Records Book 26641, Page 2149, of the Public Records of Miami-Dade County, Florida.
- K. Conditions and special conditions of the Permits referenced in the South Florida Water Management District Environmental Resource Permit Notices, recorded in Official Records Book 26062, Page 4973, Official Records Book 26260, Page 3449 and in Official Records Book 27589, Page 2024, all of the Public Records of Miami-Dade County, Florida.
- L. Notice of Establishment of the Grand Bay at Doral Community Development District recorded in Official Records Book 25147, Page 961, as amended by the Amended Notice of Establishment of the Grand Bay at Doral Community Development District recorded in Official Records Book 26262, Page 759, as amended by the Second Amended Notice of Establishment of the Grand Bay at Doral Community Development District recorded in Official Records Book 26325, Page 3661, together with True-Up Agreement recorded in Official Records Book 25869, Page 2217, Notice of Financing Plan Grand Bay at Doral Community Development District recorded in Official Records Book 25960, Page 407, Declaration of Consent of Jurisdiction of Grand Bay at Doral Community Development District and to Imposition of Special Assessments recorded in Official Records Book 26022, Page 2480, and Notice of Lien of Record of the

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Grand Bay at Doral Community Development District recorded in Official Records Book 27585, Page 4144, all of the Public Records of Miami-Dade County, Florida.

- M. Ordinance No. 08-60 recorded in Official Records Book 26418, Page 1991, and Resolution No. R-571-08 recorded in Official Records Book 26418, Page 2029, all of the Public Records of Miami-Dade County, Florida.
- N. Any outstanding assessments in favor of Grand Bay at Doral Community Development District pursuant to that certain Notice of Lien Record of the Grand Bay at Doral Community Development District recorded February 11, 2011 in Official Records Book 27585, Page 4144, of the Public Records of Miami-Dade County, Florida.
- O. Terms and conditions contained in that Development Agreement by and between Atlas Property I, LLC, a Florida limited liability company, Century Grand I, LLLP, a Florida limited liability limited partnership and Flordade LLC, a Florida limited liability company, recorded September 20, 2012 in Official Records Book 27969, Page 203, of the Public Records of Miami-Dade County, Florida.
- P. Any assessments imposed by that Final Judgment in favor of Grand Bay at Doral Community Development District, recorded in Official Records Book 28275, Page 3571, of the Public Records of Miami-Dade County, Florida.
- Q. Covenants, conditions, restrictions and easements contained in that Grand Bay Club Club Plan, including any amendments or modifications thereto, and which contains provisions for a private charge or assessments, together with the Association's option to purchase the Club, recorded in Official Records Book 28323, Page 1388; as affected by Joinder and Consent of the Mortgagee, recorded January 27, 2014 in Official Records Book 29004, Page 3639; as amended pursuant to that First Amendment to Grand Bay Club Club Plan, recorded May 14, 2014 in Official Records Book 29151, Page 4348, Second Amendment to Grand Bay Club Club Plan, recorded August 27, 2015 in Official Records Book 29755, Page 2674, and Third Amendment to Grand Bay Club Club Plan, recorded January 11, 2016 in Official Records Book 29921, Page 3091, all of the Public Records of Miami-Dade County, Florida.
- R. Covenants, conditions, restrictions and easements contained in that Declaration for Grand Bay at Doral, including any amendments or modifications thereto, and which contains provisions for a private charge or assessments, recorded October 22, 2012 in Official Records Book 28323, Page 1503; as affected by Joinder and

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Consent by the mortgagee, recorded January 27, 2014 in Official Records Book 29004, Page 3637, as amended by First Amendment to Declaration for Grand Bay at Doral recorded August 21, 2015 in Official Records Book 29748, Page 1477, of the Public Records of Miami-Dade County, Florida.

- S. Grant of Easement in favor of Grand Bay at Doral Community Development District, recorded in Official Records Book 28331, Page 960, of the Public Records of Miami-Dade County, Florida.
- T. Grant of Easement in favor of Century Grand Services LLC dated October 4, 2006, recorded May 19, 2010 in Official Records Book 27290, Page 378 (and as may be affected by those instruments recorded in Official Records Book 27969, Page 199 and in Official Records Book 28237, Page 4733); as ratified and amended pursuant to that Ratification and Amendment of Easement dated September 27, 2013, recorded September 30, 2013 in Official Records Book 28845, Page 2545, as affected by Assignment of Agreements, Proceeds and Access Rights recorded October 6, 2015 in Official Records Book 29804, Page 1964, all of the Public Records of Miami-Dade County, Florida.
- U. Covenant Running With the Land in favor of Board of County Commissioners of Miami-Dade County, recorded in Official Records Book 29016, Page 2258, of the Public Records of Miami-Dade County, Florida.
- V. Covenant Running With the Land in favor of Board of County Commissioners of Miami-Dade County, recorded in Official Records Book 29160, Page 2485, of the Public Records of Miami-Dade County, Florida.
- W. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
- X. Any assessments imposed by that Final Judgment in favor of Grand Bay at Doral Community Development District, recorded in Official Records Book 29222, Page 808, of the Public Records of Miami-Dade County, Florida.
- Y. Terms and conditions contained in that Master Development Agreement by and between Flordade, LLC, a Florida limited liability company (Developer), and the City of Doral, Florida, a Florida municipal corporation (City), recorded on July 31, 2014 in Official Records Book 29252, Page 1778, of the Public Records of Miami-Dade County, Florida.

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- Z. Notice of Certified Corridor Routes regarding Florida Power & Light Company recorded July 16, 2014 in Official Records Book 29231, Page 457, of the Public Records of Miami-Dade County, Florida.
- AA. Terms and conditions of Declaration of Restrictive Covenants recorded November 13, 2014 in Official Records Book 29388, Page 3420, of the Public Records of Miami-Dade County, Florida.
- BB. Terms and conditions of the Agreement for Water and Sanitary Sewer Facilities between Miami-Dade County and Grand Bay at Doral Community Development District and Flordade LLC recorded February 11, 2016 in Official Records Book 29959, Page 2848, of the Public Records of Miami-Dade County, Florida.

I HEREBY CERTIFY that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this	443	day of M	421H. 2016.
	N.		
		Name: Ginge	
	The state of the state of	Florida-Bar-N	•
•		Firm Name:	Billing, Cochran, Lyles, Mauro &
·			Ramsey, P.A.
		Address:	515 E. Las Olas Boulevard,
			Sixth Floor
•			Fort Lauderdale, Florida 33301
STATE OF FLORIDA)		
•	SS:		
COUNTY OF BROWARD)		
The foregoing instrument we 2016, by Ginger E. Wald, who (check	one) 🎘	owledged befo is personally latification.	re me this 4th day of MICH, known to me or [] produced
	 	- Do Aldonio	Ratio
•	سر)	Notory Public	, State of Florida
		Print Name:	
3 d 7 1		Littir Marine: "L	MONTHE ORDING
My commission expires:			. .
Maich 4,2018	MY CO	KHISTINA GIGLLO MMISSION & FF 098108 RES: March 4, 2048 ru Nolary Public Underwriters	

EXHIBIT "A"

Legal Description

(00010461.DOC v.2)

LEGAL DESCRIPTION:

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 8; thence N01deg43min29secW, along the West Line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence N89deg39min25eecE, along a line 730.00 feet North and parallel with the South line of said Section 8, for a distance of 2597.39 feet; thence N01deg44min24secW for a distance of 546.30 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue along the last described line for a distance of 466.00 feet to a point of cusp of a circular curve to the right, concave to the Northwest; thence Southwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 89deg59min42sec, for an arc distance of 39.27 feet to a point of tangency, thence S88deg15min18secW, along the South line of a Conservation Easement as recorded in O.R.B. 25884 at page 3930 of the Public Records of Miami-Dade County, for a distance of 363.94 feet; thence S01deg44min24secE for a distance of 417.43 feet to a point on the arc of a circular curve to the left, concave to the Northeast of page of 09deg17min09sec, for an arc distance of 368.27 feet to a point of compound curvature of a circular curve to the left, concave to the Northwest, thence Northeasterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 92deg58min34sec, for an arc distance of 40.57 feet to the POINT OF BEGINNING.

Containing 174,242.37 Square Feet or 4.00 Acres more or less.

GRAND BAY SOUTH - SCHOOL SITE					
	THE FEMORY SKETCH	AND LEGAL DESCR	IPTION		
ORD, ARMENTEROS & FERNANDEZ, INC.		ESCRIPTION TO AC			
1950 N.W. 94th AVENUE, 2nd FLOOR	RECORD FOR LENNAR	HOMES, LLC.			
MIAMI, FLORIDA 93172	DRUMPIN E.R.	DATE MAY 19, 2014,	SEED		
PH. (305) 477-6472 FAX (305) 470-2805	DIA CHECKED IN:	SCALE N/A	' 2 i		
- 13-24 (000) 41 0-2000	DESCRIPTION BY	PROJEKT IN: 14-025-1000	் எ. 9 ஜெ.		

MIAMI-DADE COUNTY OPINION OF TITLE

To: Miami-Dade County, Florida

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as inducement for acceptance of a Declaration of Restrictive Covenants and a Petition to Contract the Boundaries of Grand Bay at Doral Community Development District (the "CDD") to remove a parcel of land known as the "New School Site" from the CDD boundaries, it is hereby certified that we have examined First American Title Insurance Company Commitment for Title Insurance (File No. 1062-3181850) dated February 29, 2016, covering the period from the beginning to February 17, 2016 at 8:00 a.m., pertaining to the following described real property:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Based on that examination, we are of the opinion that as of last mentioned date, the fee simple title to the above-described real property was vested in:

Flordade, LLC, a Florida limited liability company

Subject to the following encumbrances, liens and other exceptions:

1. RECORDED MORTGAGES:

- A. The following mortgage related documents:
- Agreement recorded December 6, 2004 in Official Records Book 22878, Page 4330, as modified by Future Advance and Modification Agreement recorded December 1, 2005 in Official Records Book 24006, Page 424, as assigned by Assignment of Note and Mortgage recorded August 3, 2006 in Official Records Book 24788, Page 1943, as amended and restated by Amended and Restated Mortgage and Security Agreement recorded August 3, 2006 in Official Records Book 24788, Page 1945, as modified by Mortgage, Note, and Other Loan Documents Assumption and Modification Agreement recorded March 13, 2008 in Official Records Book 26266, Page 2924, as assigned by Assignment and Assumption of Security Instrument and Loan Documents recorded July 5, 2011 in Official Records Book 27743, Page 3137, and as assigned by Assignment and Assumption of Security Instrument and Loan Documents recorded Book 27761, Page 4340, all of the Public Records of Miami-Dade County, Florida.
- (2) Absolute Assignment of Leases and Rents recorded August 3, 2006, in Official Records Book 24788, Page 1964, as modified by the certain Mortgage, Note, and Other Loan Documents Assumption and Modification Agreement recorded March 13, 2008 in Official Records (00010451, DOC V.2)

Book 26266, Page 2924, as assigned by that certain Assignment and Assumption of Security Instrument and Loan Documents recorded July 5, 2011 in Official Records Book 27743, Page 3137, and as assigned by that certain Assignment and Assumption of Security Instrument and Loan Documents recorded July 20, 2011 in Official Records Book 27761, Page 4340, all of the Public Records of Miami-Dade County, Florida

- (3) UCC-1 Financing Statement recorded August 3, 2006, in Official Records Book 24788, Page 1973, as modified by that certain Mortgage, Note, and Other Loan Documents Assumption and Modification Agreement recorded March 13, 2008 in Official Records Book 26266, Page 2924, as assigned by that certain Assignment and Assumption of Security Instrument and Loan Documents recorded July 5, 2011 in Official Records Book 27743, Page 3137, as amended by the UCC Amendment recorded April 28, 2008 in Official Records Book 27669, Page 1998, as amended by the UCC Amendment recorded May 3, 2011 in Official Records Book 27675, Page 47, as assigned by the UCC Amendment (Assignment) recorded July 5, 2011 in Official Records Book 27743, Page 4612, all of the Public Records of Miami-Dade County, Florida.
- (4) UCC-1 Financing Statement recorded March 13, 2008, in Official Records Book 26266, Page 2944, of the Public Records of Miami-Dade County, Florida.

B. The following mortgage related documents:

- Agreement executed by Century Grand I, LLLP, a Florida limited liability limited partnership in favor of Ocean Bank, recorded March 2, 2006, in Official Records Book 24283, Page 1471, as modified by Promissory Note and Mortgage Extension and Modification Agreement recorded April 2, 2008 in Official Records Book 26301, Page 294; Second Promissory Note and Mortgage Extension and Modification Agreement recorded October 7, 2008 in Official Records Book 26600, Page 1813; Third Promissory Note and Mortgage Extension and Modification Agreement recorded January 13, 2009 in Official Records Book 26716, Page 94; Fourth Promissory Note and Mortgage Extension and Modification Agreement recorded April 28, 2009 in Official Records Book 26843, Page 2721; and Mortgage Modification Agreement recorded October 1, 2009 in Official Records Book 27032, Page 4577; assigned pursuant to that Assignment of Note, Mortgage and Other Loan Documents recorded February 22, 2012 in Official Records Book 28005, Page 520, (as affected by various partial releases of mortgage), all of the Public Records of Miami-Dade County, Florida.
- (2) UCC-1 Financing Statement recorded June 6, 2006 in Official Records Book 24614, Page 470, as amended by UCC Amendment recorded June 10, 2011 in Official Records Book 27718, Page 2477; assigned pursuant to that Assignment of Note, Mortgage and Other Loan Documents recorded February 22, 2012 in Official Records Book 28005, Page 520, all of the Public Records of Miami-Dade County, Florida.

(3) UCC-1 Financing Statement recorded June 16, 2011 in Official Records Book 27723, Page 2931; assigned pursuant to that Assignment of Note, Mortgage and Other Loan Documents recorded February 22, 2012 in Official Records Book 28005, Page 520, all of the Public Records of Miami-Dade County, Florida.

2. GENERAL EXCEPTIONS:

A. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable Rights, interests, or claims of parties in possession not shown by the public records.

B. Rights, interests, or claims of parties in possession now shown by the public records.

C. Lien or right to a lien, for services, labor, or materials heretofore and hereafter furnished, imposed by law and not shown by the public records.

D. Taxes or assessments which are not shown as existing liens in the public records.

3. SPECIAL EXCEPTIONS:

- A. Basement in favor Florida Power & Light Company contained in that Right-of-Way Agreement recorded in Official Records Book 6142, Page 326, as may be affected by that Subordination of Interest in Utility Easement (as to a right-of-way) recorded in Official Records Book 26127, Page 1289, both of the Public Records of Miami-Dade County, Florida.
- B. Easement in favor of Bellsouth Telecommunications, Inc., recorded in Official Records Book 22562, Page 857; as may be affected by that Subordination of Interest in Utility Easement (as to a right-of-way), recorded in Official Records Book 28267, Page 1951, both of the Public Records of Miami-Dade County, Florida.
- C. Restrictive Covenant Running With the Land in favor of Miami-Dade County recorded in Official Records Book 25994, Page 2370, of the Public Records of Miami-Dade County, Florida.
- D. Agreement for Water and Sanitary Sewage Facilities recorded in Official Records Book 25731, Page 1824, as amended by Addendum Number One thereto recorded in Official Records Book 26889, Page 2245, all of the Public Records of Miami-Dade County, Florida.
- E. City of Doral Municipal Charter recorded in Official Records Book 24311, Page 3239, of the Public Records of Miami-Dade County, Florida.

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- F. Ordinance 09-21 recorded in Official Records Book 26868, Page 1757 and Resolution R-324-09 recorded in Official Records Book 26868, Page 1797, all of the Public Records of Miami-Dade County, Florida.
- G. Terms, conditions, covenants, agreements and other matters as set forth in the Settlement Agreement, dated June 12, 2005, (see Official Records Book 26842, Page 4111) as amended by the Amendment to Settlement Agreement (see Official Records Book 26842, Page 4092) and as further amended by the Second Amendment to Settlement Agreement recorded in Official Records Book 26842, Page 4067; and as affected by that Partial Release of Settlement Agreement recorded in Official Records Book 28316, Page 1060; and as amended by that Third Amendment to Settlement Agreement recorded in Official Records Book 29252, Page 1882, all of the Public Records of Miami-Dade County, Florida.
- H. Memorandum of Right-of-Way Consent Agreement recorded in Official Records Book 25875, Page 4577, of the Public Records of Miami-Dade County, Florida.
- I. Intentionally deleted.
- J. Covenant Running-with the Land recorded in Official Records Book 26641, Page 2149, of the Public Records of Miami-Dade County, Florida.
- K. Conditions and special conditions of the Permits referenced in the South Florida Water Management District Environmental Resource Permit Notices, recorded in Official Records Book 26062, Page 4973, Official Records Book 26260, Page 3449 and in Official Records Book 27589, Page 2024, all of the Public Records of Miami-Dade County, Florida.
- L. Notice of Establishment of the Grand Bay at Doral Community Development District recorded in Official Records Book 25147, Page 961, as amended by the Amended Notice of Establishment of the Grand Bay at Doral Community Development District recorded in Official Records Book 26262, Page 759, as amended by the Second Amended Notice of Establishment of the Grand Bay at Doral Community Development District recorded in Official Records Book 26325, Page 3661, together with True-Up Agreement recorded in Official Records Book 25869, Page 2217, Notice of Financing Plan Grand Bay at Doral Community Development District recorded in Official Records Book 25960, Page 407, Declaration of Consent of Jurisdiction of Grand Bay at Doral Community Development District and to Imposition of Special Assessments recorded in Official Records Book 26022, Page 2480, and Notice of Lien of Record of the

(00010461,DOC v.2)

Grand Bay at Doral Community Development District recorded in Official Records Book 27585, Page 4144, all of the Public Records of Miami-Dade County, Florida.

- M. Ordinance No. 08-60 recorded in Official Records Book 26418, Page 1991, and Resolution No. R-571-08 recorded in Official Records Book 26418, Page 2029, all of the Public Records of Miami-Dade County, Florida.
- N. Any outstanding assessments in favor of Grand Bay at Doral Community Development District pursuant to that certain Notice of Lien Record of the Grand Bay at Doral Community Development District recorded February 11, 2011 in Official Records Book 27585, Page 4144, of the Public Records of Miami-Dade County, Florida.
- O. Terms and conditions contained in that Development Agreement by and between Atlas Property I, LLC, a Florida limited liability company, Century Grand I, LLLP, a Florida limited liability limited partnership and Flordade LLC, a Florida limited liability company, recorded September 20, 2012 in Official Records Book 27969, Page 203, of the Public Records of Miami-Dade County, Florida.
- P. Any assessments imposed by that Final Judgment in favor of Grand Bay at Doral Community Development District, recorded in Official Records Book 28275, Page 3571, of the Public Records of Miami-Dade County, Florida.
- Q. Covenants, conditions, restrictions and easements contained in that Grand Bay Club Club Plan, including any amendments or modifications thereto, and which contains provisions for a private charge or assessments, together with the Association's option to purchase the Club, recorded in Official Records Book 28323, Page 1388; as affected by Joinder and Consent of the Mortgagee, recorded January 27, 2014 in Official Records Book 29004, Page 3639; as amended pursuant to that First Amendment to Grand Bay Club Club Plan, recorded May 14, 2014 in Official Records Book 29151, Page 4348, Second Amendment to Grand Bay Club Club Plan, recorded August 27, 2015 in Official Records Book 29755, Page 2674, and Third Amendment to Grand Bay Club Club Plan, recorded January 11, 2016 in Official Records Book 29921, Page 3091, all of the Public Records of Miami-Dade County, Florida.
- R. Covenants, conditions, restrictions and easements contained in that Declaration for Grand Bay at Doral, including any amendments or modifications thereto, and which contains provisions for a private charge or assessments, recorded October 22, 2012 in Official Records Book 28323, Page 1503; as affected by Jeinder and [00010451,DOC v.2]

Consent by the mortgagee, recorded January 27, 2014 in Official Records Book 29004, Page 3637, as amended by First Amendment to Declaration for Grand Bay at Doral recorded August 21, 2015 in Official Records Book 29748, Page 1477, of the Public Records of Miami-Dade County, Florida.

- S. Grant of Easement in favor of Grand Bay at Doral Community Development District, recorded in Official Records Book 28331, Page 960, of the Public Records of Miami-Dade County, Florida.
- T. Grant of Basement in favor of Century Grand Services LLC dated October 4, 2006, recorded May 19, 2010 in Official Records Book 27290, Page 378 (and as may be affected by those instruments recorded in Official Records Book 27969, Page 199 and in Official Records Book 28237, Page 4733); as ratified and amended pursuant to that Ratification and Amendment of Easement dated September 27, 2013, recorded September 30, 2013 in Official Records Book 28845, Page 2545, as affected by Assignment of Agreements, Proceeds and Access Rights recorded October 6, 2015 in Official Records Book 29804, Page 1964, all of the Public Records of Miami-Dade County, Florida.
- U. Covenant Running With the Land in favor of Board of County Commissioners of Miami-Dade County, recorded in Official Records Book 29016, Page 2258, of the Public Records of Miami-Dade County, Florida.
- V. Covenant Running With the Land in favor of Board of County Commissioners of Miami-Dade County, recorded in Official Records Book 29160, Page 2485, of the Public Records of Miami-Dade County, Florida.
- W. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
- X. Any assessments imposed by that Final Judgment in favor of Grand Bay at Doral Community Development District, recorded in Official Records Book 29222, Page 808, of the Public Records of Miami-Dade County, Florida.
- Y. Terms and conditions contained in that Master Development Agreement by and between Flordade, LLC, a Florida limited liability company (Developer), and the City of Doral, Florida, a Florida municipal corporation (City), recorded on July 31, 2014 in Official Records Book 29252, Page 1778, of the Public Records of Miami-Dade County, Florida.

- Z. Notice of Certified Corridor Routes regarding Florida Power & Light Company recorded July 16, 2014 in Official Records Book 29231, Page 457, of the Public Records of Miami-Dade County, Florida.
- AA. Terms and conditions of Declaration of Restrictive Covenants recorded November 13, 2014 in Official Records Book 29388, Page 3420, of the Public Records of Miami-Dade County, Florida.
- BB. Terms and conditions of the Agreement for Water and Sanitary Sewer Facilities between Miami-Dade County and Grand Bay at Doral Community Development District and Flordade LLC recorded February 11, 2016 in Official Records Book 29959, Page 2848, of the Public Records of Miami-Dade County, Florida.

I HEREBY CERTIFY that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

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Respectfully submitted the	is 493	_day of _ M	ARCH. , 2016.
•	ų		
		Name: Ginge	er E. Wald
CONTRACTOR OF CO		Florida Bar N	0 857092
		Firm Name:	Billing, Cochran, Lyles, Mauro &
			Ramsey, P.A.
·		Address:	515 E. Las Olas Boulevard,
			Sixth Floor
			Fort Lauderdale, Florida 33301
STATE OF FLORIDA)		
-	SS:		
COUNTY OF BROWARD)		
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EXHIBIT "A"

Legal Description

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LEGAL DESCRIPTION:

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Fiorida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 8; thence N01deg43min29secW, along the West Line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence N89deg39min25secE, along a line 730.00 feet North and parallel with the South line of said Section 8, for a distance of 2597.39 feet; thence N01deg44min24secW for a distance of 546.30 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue along the last described line for a distance of 466.00 feet to a point of cusp of a circular curve to the right, concave to the Northwest; thence Southwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 89deg59min42sec, for an arc distance of 39.27 feet to a point of tangency; thence S88deg15min18secW, along the South line of a Conservation Easement as recorded in 0.R.B. 25884 at page 3930 of the Public Records of Miami-Dade County, for a distance of 363.94 feet; thence S01deg44min24secE for a distance of 417.43 feet to a point on the arc of a circular curve to the left, concave to the Northeast, a radial line from said point bears N10deg31min19secE; thence Southeasterly along the arc of said curve, having for its elements a radius of 2260.00 feet, through a central angle of 09deg17min09sec, for an arc distance of 366.27 feet to a point of compound curvature of a circular curve to the left, concave to the Northwest, thence Northeasterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 92deg58min34sec, for an arc distance of 40.57 feet to the POINT OF BEGINNING.

Containing 174,242.37 Square Feet or 4.00 Acres more or less.

GRAND BAY	SOUTH	- SCHO	OL SITE	

FORD, ARMENTEROS & FERNANDEZ, INC. 1860 N.W. 84th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

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