



VILLAGE OF PALMETTO BAY

Mayor Karyn Cunningham
Vice Mayor Mark Merwitzer
Council Member Patrick Fiore (Seat 1)
Council Member Steve Cody (Seat 2)
Council Member Marsha Matson (Seat 3)

Village Manager Nick Marano
Village Attorney John C. Dellagloria
Village Clerk Missy Arocha

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter, or hearing impaired to participate in this proceeding should contact the Village Clerk at (305) 259-1234 for assistance no later than four days prior to the meeting.

AGENDA

SPECIAL COUNCIL MEETING

WEDNESDAY, JUNE 25, 2025 – 5:00 PM

VILLAGE HALL MUNICIPAL CENTER
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157
(305) 259-1234

1. **CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.
2. **REQUEST, PETITIONS, AND PUBLIC COMMENTS**
3. **RESOLUTIONS WITH PUBLIC COMMENTS**
 - A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING A SETTLEMENT AGREEMENT BETWEEN 17777 OLD CUTLER ROAD, LLC, A GEORGIA LIMITED LIABILITY COMPANY, AND THE VILLAGE OF PALMETTO BAY, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, REGARDING THE DEVELOPMENT OF THE

PROPERTY LOCATED AT 17777 OLD CUTLER ROAD; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Village Manager Nick Marano) (Continued from the June 2, 2025-Regular Council Meeting)*

4. COUNCIL COMMENTS

5. NEXT MEETING AND ADJOURNMENT

WE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, HEREBY COMMIT OURSELVES TO MAINTAINING CIVILITY IN OUR PUBLIC AND POLITICAL DISCOURSE AND PLEDGE TO THE FOLLOWING PRINCIPLES:

- We will respect the right of all citizens in our community to hold different opinions;
- We will avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
- We will strive to understand differing perspectives;
- We will choose our words carefully;
- We will speak truthfully without accusation and we will avoid distortion;
- We will speak out against violence, prejudice, and incivility in all of their forms, whenever and wherever they occur.

NOTICE OF APPEAL RIGHTS

Pursuant to Florida Statutes 286.0105, the Village hereby advises the public that if a person decides to appeal any decision made by the Council with response to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, the affected person may need to ensure that verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the Village for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed.

AMERICAN DISABILITIES ACT OF 1990

This meeting is open to the public. In accordance with the American Disabilities Act of 1990, persons needing special accommodation or a sign language interpreter to participate in this proceeding should contact the Village Clerk at (305) 259-1234 no later than four (4) days prior to the meeting. Hearing Assistance Devices are available with the Village Clerk.



AGENDA ITEM NO. 3.A

Item Cover Page

SPECIAL COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 25, 2025

SUBMITTED BY: Missy Arocha, Village Attorney's Office

ITEM TYPE: Resolution

AGENDA SECTION: **RESOLUTIONS WITH PUBLIC COMMENTS**

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING A SETTLEMENT AGREEMENT BETWEEN 17777 OLD CUTLER ROAD, LLC, A GEORGIA LIMITED LIABILITY COMPANY, AND THE VILLAGE OF PALMETTO BAY, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, REGARDING THE DEVELOPMENT OF THE PROPERTY LOCATED AT 17777 OLD CUTLER ROAD; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Village Manager Nick Marano) (Continued from the June 2, 2025-Regular Council Meeting)*

SUGGESTED ACTION:

ATTACHMENTS:

[Reso-Settlement VMU](#)

[Exhibit 1-Settlement Agreement](#)

SETTLEMENT AGREEMENT

between

17777 OLD CUTLER ROAD, LLC,
a Georgia limited liability company,

and

VILLAGE OF PALMETTO BAY, FLORIDA
a Florida municipal corporation

DATED AS OF _____, 2025

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”), is made and entered into as of this _____ day of _____, 2025, between the **VILLAGE OF PALMETTO BAY, FLORIDA**, a Florida municipal corporation (the “Village”) and **17777 OLD CUTLER ROAD, LLC**, a Georgia limited liability company (the “Property Owner”).

RECITALS:

WHEREAS, the Property Owner owns 79.55± acres of land located at 17777, 17901, 18001 and 18101 Old Cutler Road, Palmetto Bay, Florida, further identified by Folio Nos. 33-5035-013-0010 and 33-5035-013-0020, more particularly described and depicted in **Exhibit A** attached hereto (collectively, the “Property”); and

WHEREAS, a 45.20± acre portion of the Property is generally located within the Village’s Mixed Use zoning district (the “VMU Site”); the remaining 34.35± acres of the Property are generally located within the Village’s Interim (“I”) zoning district (the “Interim Site”). The VMU Site is comprised of two parcels: a 1.03± acre site located immediately adjacent to the Village’s Library in the northwest corner of the Property (the “Library Donation Site”); and a 44.17± acre site the majority of which is located in the center of the Property with access to Old Cutler Road at both the north and south ends of the Property (the “Retained VMU Site”). The Interim Site is comprised of two parcels: a 21.22± acre site to the west of the Retained VMU Site and located along Old Cutler Road (the “West Side Site”); and a 13.13± acre site to the southeast of the Retained VMU Site (the “Southeast Site”). The Library Donation Site, Retained VMU Site, the West Side Site and the Southeast Site are more particularly described in **Exhibit B** attached hereto; and

WHEREAS, on or about September 15, 2017, (the “Application Date”) the Property Owner filed an application for site plan approval, identified as VPB 17-013 (the “Application”); and

WHEREAS, Application requested approval of a 480-unit multi-family project on the Retained VMU Site and the transfer of eighty-five development rights from the West Side Site to the Retained VMU Site pursuant to Section 30-50.19 (the “VMU Ordinance”) and Section 30-30.15 (the “TDR Ordinance”) of the Village’s Code of Ordinances (“Code”) as in effect as of the Application Date; and

WHEREAS, Village staff recommended approval of the Application, and the Village conducted three public hearings on the Application; and

WHEREAS, on March 3, 2022, the Village rendered its Resolution No. 2022-05 denying the Application (the “Resolution”); and

WHEREAS, the Property Owner challenged the Resolution in the Circuit Court by petition for writ of certiorari (Case No. 2022-12-AP) and by an action for declaratory and injunctive relief (Case No. 2022-6141-CA-01). The Property Owner also filed a claim for monetary damages pursuant to the Bert J. Harris Act, Section 70.001, et seq. Florida Statutes (the “Act”); and

WHEREAS, the Circuit Court in Case No. 2022-12-AP quashed the Resolution and issued its Mandate directing the Village to take further proceedings in accordance with the Court's opinion. The Village filed a petition with the Third District Court of Appeal seeking reversal of the Circuit Court's opinion, but the Third District denied the Village's petition; and

WHEREAS, the Property Owner and the Village wish to resolve their differences and avoid further litigation regarding the future use and development of the Property; and

WHEREAS, Sections 70.001(4)(c) and 4(d)(1), Act, authorize governmental entities to effectuate settlement offers and enter into settlement agreements, and Section 70.001(8), Act, encourages local governments to utilize lawfully available methods to resolve disputes arising under the Act; and

WHEREAS, the Village has the authority and policy discretion to exercise the avoidance of expense and financial risk by entering into settlement agreements; and

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Village and Property Owner, the receipt, sufficiency and legality of which are hereby acknowledged, and in consideration of the benefits to accrue to each, it is hereby agreed as follows:

1. Recitals.

The above recitals are true and correct, deemed to be findings, and are incorporated herein and made a part hereof.

2. The Property.

The legal description of the Property subject to this Agreement is attached hereto as **Exhibit A**, and 17777 Old Cutler Road, LLC, a Georgia limited liability company, is the legal and equitable owner of the Property.

3. Plan of Development and Design Criteria.

The Village and the Property Owner agree that the Retained VMU Site will be developed in substantial conformance with the Plan of Development entitled "17777 Old Cutler Road, Palmetto Bay, FL" dated May 22, 2025, by DPZ CoDESIGN and Phillips Partnership, together with supporting submittals (the "Plan of Development") attached hereto as **Exhibit C** and the Design Criteria entitled "Laguna Vista Master Plan Design Guidelines" dated May 21, 2025, ("Design Criteria") attached hereto as **Exhibit D**. It is agreed and acknowledged that the Plan of Development and the Design Criteria may be adjusted or modified, upon application of the Property Owner, through the administrative site plan review process authorized by the VMU Ordinance in effect as of the Application Date.

4. The Project.

The proposed development of the Retained VMU Site in accordance with the Plan of Development and the Design Criteria shall be referred to as the "Project".

5. Development Approvals.

(a) The Project may require additional permits or approvals from the Village, County, State or Federal governments, including their respective internal agencies. Subject to the required legal processes and approvals, the Village shall make a good faith effort to take all necessary and reasonable steps to cooperate with and expedite the issuance of such approvals and permits. Such approvals may include, but are not limited to:

(i) Settlement Agreement and Consent Judgment. The Village and the Property Owner agree that following the Village Council’s approval of this Agreement, the Parties will submit a Consent Judgment to the Circuit Court, incorporating the Agreement and the Village Council’s written approval of the Agreement, to effectuate the resolution of all pending and potential litigation and claims regarding the development of the Project other than those involving the enforcement of this Agreement or the resolution of any disputes between the Parties arising under this Agreement.

(ii) Site Plan and Development Approvals. Site plan approvals and other development approvals, including, without limitation, signage permits or approvals, to the extent necessary under the Code, shall only require review and approval by administrative process as authorized by the VMU Ordinance, and shall not require public workshops or public hearings.

(iii) Demolition, Clearing and/or Grading Permit(s).

(iv) Building Permit(s).

(v) Paving, Drainage, Storm Water and Environmental Permits.

(vi) Subdivision, Plat, and/or Waiver of Plat Approvals.

(vii) Tree Removal Permit.

(viii) Certificates of Use and/or Occupancy.

In addition to the foregoing list, there may be other permits, approvals, and permission required by other units of government with jurisdiction such as Miami-Dade County. Collectively, the development approvals and permits listed in Sections 6(a)(ii)-(viii) above are referred to herein as the “Future Approvals”. The Project shall be developed in accordance with the Settlement Agreement and the Future Approvals.

(b) In order to efficiently and appropriately process applications and inspections for Future Approvals, a private provider firm (“Private Provider”) will be utilized. The Property Owner will submit to the Village for its review three firms that possess the requisite credentials and satisfy the criteria of Subsections 553.791(1)(n) and (o), Florida Statutes. The Village Manager shall select one of the firms proposed by the Property Owner to be the Private Provider for the Project. If the Village Manager does not select one of the three proposed firms within ten business days after submittal to the Village, the Property Owner may proceed to select one of the three firms. The Property Owner will retain at its expense the selected Private Provider. The Private Provider shall have the authority to review all applications and conduct inspections

for Future Approvals and to determine compliance with the Florida Building Code, the VMU Ordinance, the Plan of Development, the Design Criteria, and, where permitted by Miami-Dade County, applicable provisions of the Code of Miami-Dade County, Florida. During the pendency of any application for a permit or approval, the Private Provider shall submit weekly reports to the Village Manager and the Village Planner or the Village Building Official, as appropriate. Plans shall be approved and permits issued if consistent with the Florida Building Code, the VMU Ordinance, the Plan of Development, the Design Criteria and other applicable federal, state and county requirements. The Village will use its best efforts to expedite the final permits and approvals without conditions, including, without limitation, the Future Approvals, where the Private Provider has determined compliance in a written report to the Village. The Property Owner shall be responsible for payment of the Private Provider's reasonable and actual fees. The Village and the Property Owner acknowledge that changes in circumstances, including, but not limited to, circumstances where the selected Private Provider is no longer able or willing to provide the requisite services, could warrant a change in the designated Private Provider. In such event, the Property Owner, in its discretion and in accordance with the process described above, shall submit three qualified private provider firms to the Village. The Village Manager shall select one of the proposed firms within ten calendar days as the new Private Provider for the Project.

(c) For purposes of this Agreement and for all Future Approvals and compliance determinations, the Village Comprehensive Plan, Village Code and Village ordinances, resolutions and regulations that were in effect as of the Application Date (including, without limitation, VMU Ordinance, TDR Ordinance, Ordinance Nos. 2016-13 and 2016-14 and Resolution No. 2016-28, excluding, however, the Resolution's requirement that title to the West Side Site be transferred to the Village) shall control. For the avoidance of any doubt, in the event of any conflict between present or future Village Comprehensive Plan, Village Code, Village ordinances, resolutions or regulations, and the Village Comprehensive Plan, Village Code, Village ordinances, resolutions or regulations in effect as of the Application Date, the Village Comprehensive Plan, Village Code, Village ordinances or regulations in effect as of the Application Date shall govern. In the event of any conflict between the Village Comprehensive Plan, Village Code, Village ordinances, resolutions or regulations in effect as of the Application Date and this Agreement, this Agreement shall control. The Village and the Property Owner agree that pursuant to Section 70.001(4)(d)(1), Florida Statutes, this subsection of this Agreement is an appropriate relief necessary to prevent an alleged inordinate burden on the Project and is presumed to protect the public interest. The Village hereby finds and declares that the Agreement, the Project, the Plan of Development and the Design Criteria are consistent with the Village's Comprehensive Plan and Village Code in effect as of the Application Date.

6. Permitted Uses. All uses, densities and intensities permitted by the VMU Ordinance and the TDR Ordinance are permitted as of right on the Project. All existing legal uses and structures established prior to the Effective Date of this Agreement shall be deemed to be

lawful, conforming and permitted uses and structures, including, without limitation the three existing office building structures located on the Property.

7. **Conversion of Uses.** The types of land uses identified on the Plan of Development may be converted from one type of land use to another in accordance with the Conversion Matrix attached as **Exhibit E.**

8. **The Library Donation Site and the West Side Site.** Within ten (10) days after the issuance of a Certificate of Occupancy for the first new structure built on the Property after the Effective Date, the Property Owner will donate the Library Donation Site to the Village subject to a retained easement for both vehicular and pedestrian ingress and egress in the parking lot area as depicted in **Exhibit B** and any incidental underground utility easements which currently serve the Property or which may be necessary for the operation of the Project. Within ten (10) days after the issuance of a Certificate of Occupancy for the first new structure built on the Property after the Effective Date, the Property Owner will either encumber the West Side Site with a declaration of restrictions or a deed of conservation easement to ensure that the West Side Site will be preserved and protected from development for so long as this Agreement is valid and binding or the Parties agree otherwise.

9. **Transfer of Development Rights.** The Village and the Property Owner acknowledge and confirm the transfer of 85 residential development rights (“TDRs”) from the West Side Site to the Retained VMU Site. The Village and the Property Owner acknowledge and confirm that two additional floors are permitted in the development of the Project as authorized by the TDR Ordinance. Each TDR bonus floor shall not exceed 30 feet in height. No further approvals or conditions are required to effectuate the 85 TDRs or the additional floors.

10. **Term of Agreement; Phased Development; Vesting.**

(a) The term of the Agreement is thirty (30) years. Notwithstanding anything to the contrary in the Village Comprehensive Plan, Village Code, Village ordinances, resolutions or regulations, all buildings, structures and construction built or undertaken in compliance with a permit or other approval issued during the term of this Agreement shall not be regarded as non-conforming uses or structures but rather shall be deemed to be conforming.

(b) The Project will be developed in phases. Within twelve months of the Effective Date of the Agreement and at least once a year for each successive year for the term of the Agreement the Property Owner will provide the Village’s manager with a status report and an overview of the development to date and the projected development for the ensuing year. This report and overview are for informational purposes only and are not intended to be a binding commitment to construct pursuant to a specific timeline.

(c) The Village and the Property Owner agree that the Plan of Development shall be deemed vested for the term of the Agreement and is not subject to expiration or termination pursuant to any provision of the Village or its Code or regulations pertaining to expiration of approvals. The Agreement is intended to provide certainty for the Plan of Development as contemplated by the Act.

(d) The Village and the Property Owner agree that the Project is vested for concurrency to construct up to such development as shown on the Plan of Development and permitted by this Agreement for the term of the Agreement. A traffic study or analysis shall not be required for administrative approval of any site plan, provided the site plan is consistent with the Plan of Development and the Agreement. Nothing contained in the Agreement shall prohibit the Property Owner from seeking approval of the Village Council to increase the densities and intensities shown on the Plan of Development, so long as the proposed increase is consistent with the law in effect at the time of the application. The Property Owner agrees that it will not seek approval of an increase in residential density in reliance on or pursuant to the Live Local Act, Section 166.04151, Florida Statutes.

11. Height.

Building heights shall not exceed 85 feet above grade of the adjacent centerline of Old Cutler Road, plus two additional TDR bonus floors. This height limit does not preclude non-habitable spaces such as antennae, elevators, roof equipment, walkways, swimming pools, rooftop structures permitted by the Florida Building Code, stairs, railings and columns or architectural elements.

12. Access and Amenities.

(a) The Plan of Development includes areas that will offer residents, guests, and invitees a pedestrian-friendly environment with an expanded range of opportunities to live, gather, dine and play. Nothing contained herein shall be deemed a dedication or grant of public access over the Property, and the Property (excluding the Library Donation Site once conveyed), shall be deemed private property, unless otherwise conveyed or dedicated by Property Owner by separate instrument. Public access to the Property will be subject to (i) closures required from time to time for maintenance, replacement, repair, or construction-related activities, (ii) closures for occasional scheduled events, (iii) closures or use restrictions imposed pursuant to reasonable rules and regulations, including rules related to hours of operation, as may be established by Property Owner from time to time, or (iv) or as may be necessary to preserve Property Owner's rights in and to any portion of the Property.

(b) A micro-transit hub or kiosk will be provided within the Project to facilitate and promote a variety of transportation options (such as, by way of example, ride-sharing, shuttles, golf carts, bicycle rentals and other types of site-to-site transportation).

13. Tolling and Non-Severability.

If this Agreement is appealed or challenged, the Village and the Property Owner agree that they will mutually and vigorously defend the Agreement and share the costs of doing so. If this Agreement is finally adjudicated to be invalid, the entire Agreement is void unless the Parties mutually agree otherwise. If the Agreement is void, the Village will take the requisite proceedings on the Application as required by the Mandate of the Circuit Court in Case No. 2022-12-AP. If the Application is not approved pursuant to the proceedings on Mandate, the Property Owner may proceed with its claim and lawsuit under the Act as if this Agreement had never been entered into by the parties and any applicable time periods, filing deadlines and statutes of limitation shall be

deemed tolled as of the filing date of the Consent Judgment and shall begin to run again upon such final adjudication.

14. Cooperation.

The Village and the Property Owner agree to cooperate with each other to the fullest extent practicable pursuant to the terms and conditions of this Agreement with the intent of making the Project a reality in the most efficient manner. **THE PARTIES AGREE THAT TIME IS OF THE ESSENCE IN ALL ASPECTS OF THEIR RESPECTIVE AND MUTUAL RESPONSIBILITIES PURSUANT TO THIS AGREEMENT.**

15. Notice.

All notices, demands, requests and/or other communications required under this Agreement must be given in writing and may be delivered by any one of three types of physical delivery, *i.e.*, (i) hand delivery, with a receipt signed by the party receiving such delivery, (ii) a nationally recognized overnight delivery service providing delivery confirmations, or (iii) certified mail, postage prepaid, return receipt requested.. Notice will be deemed to have been given upon receipt or refusal of delivery or the failure of delivery due to the receiving party no longer occupying or maintaining the address provided in this section. It is the duty of the parties to advise each other of any change of address. Any party may designate a change of address by written notice to the other party, received by such other party at least ten (10) days before the change of address is to become effective.

(a) Notice to Property Owner. Notice or communication to Property Owner under this Agreement must be sent to:

17777 Old Cutler Road, LLC
c/o Goddard Investment Group, LLC
3390 Peachtree Road, NE
Suite 1200
Atlanta, GA 30326
Attention: Enrique Anderson

With a copy to:

Eileen Ball Mehta
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue
Suite 2300
Miami, FL 33131

(b) Notice to Village. In the case of a notice or communication to the Village under this Agreement must be sent to:

Village of Palmetto Bay
9705 E. Hibiscus Street

Palmetto Bay, Florida 33157
Attention: Village Manager

With a copy to:

Village Attorney
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

And:

Village Clerk
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

16. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement is the entire agreement between the Village and the Property Owner and no verbal or written assurance or promise by either Party is effective or binding unless included in this document. This Agreement may not be modified or amended without a written instrument signed by both Parties.

(b) Binding Effect; Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of both Parties.

(c) Agreement Runs with the Land. The Village and the Property Owner acknowledge that the rights, covenants, restrictions, terms and conditions set forth in this Agreement touch and concern the Property and run with the land. The Parties intend the Agreement to be binding upon and inure to the benefit of any future owner of the Property or any portion thereof or any lessee of the Property or portion thereof, so long as such beneficiary rights are conveyed by Property Owner to such lessee in writing.

(d) Waiver. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either party of the time for performing any act shall not constitute a waiver of the time for performing any act by the other party required to be performed at a later date. The exercise of any remedy provided by law in the provisions of this Agreement shall not exclude other remedies unless they are expressly excluded.

(e) Effective Date. The "Effective Date" as used herein shall be the date the Village Council approves the Agreement. A certified copy of the executed Village Resolution approving the Agreement and the executed Agreement shall be recorded in the Public Records of Miami-Dade County at the Property Owner's expense after entry of the Consent Judgment referenced in Paragraph (5)(a)(i).

(f) Amendments. No amendments to this Agreement are binding on either Party unless in writing and signed by both Parties. Amendments, modifications or releases of this

Agreement are only binding if they are by mutual written agreement between: (a) the Village Council or its successors and assigns (which must be a governmental entity); and (b) Property Owner or its successors and assigns that are expressly designated in writing as receiving the rights and obligations of Property Owner under this Agreement with respect to the entire Project or each respective Phase (“Express Assigns”) (i.e., even if the Property is subdivided and more than one (1) owner exists for the Property, then amendments to this Agreement only need to be executed by the Village and Property Owner or, if applicable, its Express Assigns). The Parties recognize that the development and operation of the Property and the Project may from time to time require the confirmation, clarification, amplification, or elaboration of this Agreement, in order to deal adequately with circumstances which may not now be foreseen or anticipated by the Parties. The Village and the Property Owner reserve unto themselves and their Express Assigns the right to enter into such interpretive, implementing or confirmatory written agreements from time to time as they mutually deem necessary or desirable, in their sole discretion, for any such purpose without obtaining the consent or approval of any person or entity. If any portion of the Property has been submitted to the condominium form of ownership, and an amendment, modification or release of this Agreement requires the consent of the owner of such portion of the Property as provided above, then only the condominium association thereof (or the assignee of such rights pursuant to applicable declaration of condominium) will be deemed to be an Express Assign and will be required to execute the instrument as to that portion of the Property (in lieu and on behalf of the condominium unit owners thereof).

(g) Counterparts. This Agreement may be executed in counterparts, each of which are deemed an original, and such counterparts will constitute one and the same instrument. The Parties may execute counterparts of this Agreement by facsimile or electronic mail in PDF format, and accordingly agree and intend that an electronic signature delivered by facsimile or electronic mail shall bind the party so signing with the same effect as though the signature were an original signature.

(h) Further Assurances. The Parties agree to execute and deliver any other documents reasonably required to carry out the terms of this Agreement.

(i) Third Party Rights. The Village and the Property Owner expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither Party intends to benefit a third party directly or substantially by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either Party based on this Agreement. Nothing herein shall be construed as consent by either party to be sued by a third party in any manner arising out of this Agreement, or other obligations, whether known or unknown to the Parties.

(j) Compromise of Disputed Claim; No Admission of Liability. The terms and conditions set forth above are in compromise of disputed litigation and a disputed Bert J. Harris claim pursuant to the Act and shall not be construed as an admission of liability or fault. Each Party shall bear its own attorneys’ fees in connection with this Agreement and the resolution of the litigations and claims contemplated by this Agreement.

(k) Enforcement. The Village and the Property Owner agree that following approval of this Agreement by the Village, they will submit to the Circuit Court a form of Consent Judgment for the purpose of resolving and disposing of all claims. The form of Consent Judgment will include a provision authorizing the Court to retain jurisdiction for the purpose of enforcing the Agreement or resolving any disputes between the Parties arising under the Agreement. In the event of a breach of the Agreement, the Parties will have all remedies and rights as are available at law or in equity. The prevailing party in any litigation to enforce this Agreement will be entitled to recover reasonable attorneys' fees. This Agreement shall be construed in accordance with the laws of the State of Florida.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Settlement Agreement by their duly authorized officials on or before the day and year first above written.

ATTEST:

VILLAGE:

Village of Palmetto Bay, Florida,
a municipal corporation
of the State of Florida

Missy Arocha, Village Clerk

By: _____
Name: Nick Marano
Title: Village Manager

**Approved as to Form, Language, Legality,
and Execution thereof**

John C. Dellagloria, Village Attorney

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

PROPERTY OWNER:

17777 Old Cutler Road, LLC
a Georgia limited liability company

By: Old Cutler Road 17777 Investor, LLC
a Georgia limited liability company, its
Manager

By: GIG-Old Cutler Road, LP, a Georgia
Limited partnership, its Manager

By: GIG GP, LLC, a Georgia limited liability
company, its sole general partner

By: _____
Name: Robert C. Goddard, III
Title: Manager

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by Robert C. Goddard, III, on behalf of GIG GP, LLC, the sole general partner of GIG-Old Cutler Road, LP, the Manager of Old Cutler Road 17777 Investor, LLC, the Manager of 17777 Old Cutler Road, LLC, a Georgia limited liability company. He/She is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of _____
My Commission Expires: _____

Exhibit A

THE PROPERTY

All of TRACTS A and B, of BURGER KING WORLD HEADQUARTERS, according to the plat thereof as recorded in Plat Book 127, Page 86, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH non-exclusive easement rights over TRACT C, BURGER KING WORLD HEADQUARTERS, according to the plat recorded in Plat Book 127, Page 86, of the Public Records of Miami-Dade County, Florida. more particularly described as follows: Reserved easements for access and passive recreational purposes, and the reversionary right in favor of the owner of Tracts A and B, as set forth in that certain Indenture by and between Burger King Corporation, a Florida corporation. as grantor, and the United States of America. as grantee, and recorded October 29, 1985 in O.R. Book 12682, Page 2977, Public Records of Miami-Dade County, Florida. Said reserved easements and rights subsequently conveyed to 17777 OLD CUTLER ROAD, LLC, a Georgia limited liability company by Quit-Claim Deeds recorded in OR. Book 21750, Page 1586 and in O.R. Book 21750, Page 1592, Public Records of Miami-Dade County, Florida

AND;

TOGETHER WITH reserved easement rights for the benefit of TRACT A, as set forth in Paragraph #4 of that certain Easement Agreement Between Palmetto Bay Village Center, LLC, and The Village of Palmetto Bay, recorded September 3, 2008 in O.R. Book 26549, Page 1682, Public Records of Miami-Dade County, Florida

SURVEY ATTACHED FOR INFORMATION PURPOSES ONLY

ALTA/NSPS LAND TITLE SURVEY SKETCH OF BOUNDARY SURVEY

SURVEYOR'S NOTES (UTILITIES):

Only the surface indications of the underground utilities have been located in the field. There may be other underground utilities in addition to those evidenced by visible appearances as shown on this sketch. This ALTA/NSPS Land Title Survey does not reflect any existing improvement or utilities of any kind, that may be hidden and therefore not ascertainable by visual inspection as a result of overgrowth vegetation or fill material placed on the subject property. The underground features shown hereon are based on limited utility company records provided by another company and/or agents, as of the date of survey. The "record drawings" provided to the Surveyor is based on "as-built" locations and are not warranted by this company. It should be noted that there may be other underground utilities in addition to those evidenced by visible appearances shown on this sketch. This survey does not preclude the owner or his agent from notifying Sunshine State One-Call of Florida, Inc. (call 811 before you dig or online at <http://www.sunshine1.com>) PRIOR TO EXCAVATION, pursuant to Chapter 556, Florida Statutes, unless exempt under Section 556.108 of said Chapter.

Pursuant to Sunshine State One-Call of Florida, Inc. (SSOCOF), Design Ticket Reference No. 00000-170702391-000 dated June 19, 2017 the list of SSOCOF members in the vicinity of the subject property are as follows:

- Comcast Cable
Leonard Maxwell-Newbold
2601 SW 145th Ave.
Miramar, FL 33027 (954) 447-8405
- Crown Castle NG
FIBER/DIG TEAM
200 Corporate Dr.
Canonsburg, PA 15317
- City of Palmetto Bay
Patterson (305) 969-5011
9495 Sw180th Street
Palmetto Bay, FL 33157

- Florida City Gas
Oscar Rodriguez (305) 835-3650
4045 NW 97th Ave.
Doral, FL 33178
- Dade County Public Works and Traffic
Octavio Vidal (305) 412-0891 Ext: 201
13284 SW 120th St
MIAMI, FL 33198
- Florida Power & Light
FLDAD - Edgar Aquilar (305) 219-9143
10705 Quail Roost Dr.
MIAMI, FL 33157
- Miami Dade Water Sewer
Sergio Garcia (786) 268-5320
3575 S Lejeune Rd
Miami, FL 33146

AI & T Distribution
Stev Low, Dale & Monroe (954) 723-2540
1120 South Rogers Circle
Boca Raton, FL 33487

Sunshine State One-Call of Florida (SSOCOF) does not notify SSOCOF members of the receipt by SSOCOF of a design ticket. It is the sole responsibility of the design engineer to contact SSOCOF members to request information about the location of SSOCOF members' underground facilities. Submission of a design ticket will not satisfy the requirement of Chapter 556, Florida Statutes, to notify SSOCOF of intent to excavate or demolish.

The underground utilities facilities as shown hereon are based on the prepared sketches from F.E. Aleman & Associates, Inc. as provided by other company. No other response(s) were obtained, as of the current revision date, from the Surveyor's written request from the utility service providers for utility plans.

SURVEYOR'S NOTES:

This sketch or map represents a Boundary Survey, as defined in Chapter 5J-17, Florida Administrative Code, of Tract "A", Tract "B", of a non-exclusive easement rights over TRACT "C" reserved easements for access and passive recreational purposes and the reversionary right in favor of the owner of Tracts A and B, as set forth in that certain Indenture by and between Burger King Corporation and reserved easement rights for the benefit of TRACT A of that certain Easement Agreement Between Palmetto Bay Village Center, LLC, and The Village of Palmetto Bay of the said plat of BURGER KING WORLD HEADQUARTERS, according to the plat recorded in Plat Book 127, Page 86, of the Public Records of Miami-Dade County, Florida (the Surveyed Parcel), a mixed use development with both commercial and protected areas.

Bearings are based on an assumed meridian, where the South line of Section 35, Township 55 South, Range 40 East, Miami-Dade County, Florida, bears North 87°47'58" East. All distances as shown are based on the US Survey foot.

Elevations are referred to the National Geodetic Vertical Datum, 1929 (NGVD). Elevations are based on a closed loop of the Miami-Dade County Benchmark CD-18-2, the same being a D.C. WATER COMMISSION BRASS BAR in West Concrete Walkway of Cutler Canal Bridge, located at SW 174 Street and 18 feet West of centerline of Old Cutler Road, elevation 16.16 feet, and the Miami-Dade County Benchmark CD-18-1, the same being a D.C. WATER COMMISSION BRASS BAR in East Concrete Walkway of Cutler Canal Bridge, located at SW 174 Street and 17.7 feet East of centerline of Old Cutler Road, elevation 17.53 feet.

The maximum allowable Relative Positional Precision for an ALTA/NSPS Land Title Survey is 2 cm (0.07 feet) plus 50 parts per million (based on the direct distance between the two corners being tested), marking any other corner of the surveyed property at the 95 percent confidence level. The Relative Positional Precision for this ALTA Survey has been found not to exceed the maximum allowable value for Relative Positional Precision as stated above.

The accuracy obtained for all horizontal control measurements and office calculations of closed geometric figures, meets or exceeds the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers as contained in Chapter 5J-17.05(3)(b)15.b.ii of 1 foot in 10,000 feet for Commercial Areas. The elevations as shown are based on a closed loop to benchmark noted above, and meets or exceeds the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers as contained in Chapter 5J-17.05(3)(b)15.a. of a closure in feet of plus or minus 0.05 times the square root of the distance in miles.

This ALTA/NSPS LAND TITLE SURVEY - SKETCH OF BOUNDARY SURVEY is based on (i) recovered monumentation; (ii) the underlying plat of BURGER KING WORLD HEADQUARTERS, according to the plat thereof as recorded in Plat Book 127, Page 86, of the Public Records of Miami-Dade County, Florida (iii) the Miami-Dade County Township Survey for Township 55 South, Range 40 East.

A comparison between measured, plus, and calculated dimensions is delineated hereon. Measured dimensions (M) are based directly on the recovered monumentation. Platted dimensions (P) are based on the plat of said BURGER KING WORLD HEADQUARTERS. Calculated dimensions (C) are a protraction based on the record plat, field measurements and the Miami-Dade County Township Survey for the direct distance South, Range 40 East. Although the information depicted on the Miami-Dade County Township Survey was prepared from the best available information, Miami-Dade County assumes no responsibility for any errors or omissions. There was no measurable difference between the recorded dimensions shown on the plat of BURGER KING WORLD HEADQUARTERS and the measured dimensions based directly on the recovered monumentation, except as noted hereon.

The Subject Property lies within multiple Special Flood Hazard Areas (SFHA) as shown on the National Flood Insurance Programs, Flood Insurance Rate Map for Miami-Dade County, Florida and Incorporated Areas Map No(s) 12096C0602L and 12086C0605L, Community No. 120687 (Village of Palmetto Bay) and Community No. 120635 (Miami-Dade County), bearing an effective revised date of September 11, 2009. Said map delineates a portion of the herein described land to be situated within Zone X, an area determined to be outside of the 0.2% annual chance floodplain, with portions of the herein described lands situated within Zone AE, where the Base Flood Elevations of the water surface elevation of the 1% annual chance flood, was determined to be elevation 11 feet, elevation 12 feet and elevation 13 feet and portions of the herein described lands being situated within Zone VE, a coastal flood zone with velocity hazard (wave action), base flood elevation determined as elevation 14 feet, elevation 15 feet, elevation 16 feet and elevation 17 feet. A portion of the surveyed lands lie within an Otherwise Protected Area (OPA) dated November 15, 1991, within a designated Coastal Barrier Resources System Area (CBRS) dated November 16, 1990, where Flood Insurance for newly constructed or substantially improved or after November 16, 1991. The delineations of the Special Flood Hazard Areas are plotted hereon.

TRACTS A and B, of the said plat of BURGER KING WORLD HEADQUARTERS together contain 3,465,208 square feet more or less (79.55 Acres more or less). The Southeast Donation Site as described hereon contains 700,072 square feet more or less (16.07 Acres more or less). The West Donation Site as described hereon contains 525,802 square feet more or less (21.25 Acres more or less). The Development Area as described hereon contains 1,839,334 square feet more or less (42.23 Acres more or less).

TRACTS A and B, of the said plat of BURGER KING WORLD HEADQUARTERS lies within the VMU (Village Mixed-Use) and I (Interim District) Zoning Districts pursuant to the Village of Palmetto Bay Official Enacted Zoning Map, dated Revised May 16, 2016 available on line at www.palmetto-bay-fl.gov/DocumentCenter/Home/View/251.

NOTE: a current zoning letter or report was not provided to the surveyor by the client addressing the zoning issues of the Optional Survey Responsibilities and Specifications under Table A, Item 6 pursuant to the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016). It is advisable to contact the Village of Palmetto Bay Planning and Zoning Division at (305) 253-1234 for zoning verification, dimensional regulations, definitions and permitted uses. The determination of "Zoning Verification and/or Compliance" or the determination of "Setback Limitations" lies outside the scope of this survey. It should also be noted that the setback requirements at the time of construction of the existing structure may have varied from current requirements.

The building area as shown hereon is based on the exterior footprint of the building (to exterior face of building or face of supporting columns) at the ground level and is not the gross building area. The height of the building is expressed in "Stories" pursuant to the building disposition requirements, as noted above.

There are 585 standard parking spaces and 10 handicap parking spaces at Surface Level, there are 118 standard parking spaces and 12 handicap parking spaces at the North Parking Garage, and there are 375 standard parking spaces and 9 handicap parking spaces at the South Parking Garage, for a total of 1078 standard parking spaces and 25 handicap parking spaces at the whole site.

There are no common walls and/or party walls that exist between the adjacent property and the lands as described hereon.

No encroachments were noted by this survey, except as shown hereon. The ownership of the fences and/or walls as shown hereon was not determined. Fence locations as shown are based on the recovered monumentation. There are "No buildings existing on the surveyed property" nor is there any identifiable parking spaces encroaching within the lands as described hereon.

The underground utility lines as depicted hereon are based on a subsurface investigation was performed by F.E. Aleman & Associates, Inc. as evidenced by the recovered painted "marks", a surface designated parking facilities. The expected accuracy of the "Surface Designation" (painted marks) is +/- 1 foot on either side of the location mark. Digging within the tolerance zone, an area that extends 24 inches out on either side of the located marks, should be done using increased caution. The Tolerance Zone is defined by Chapter 556, Florida Statutes, as "Underground Facility Damage Prevention and Safety Act" of the Florida Statutes as an area that gives extra protection to underground facilities. It should be noted that there might be other underground utilities in addition to those evidenced by the visible appearances and the subsurface investigation shown on this sketch. This survey does not preclude the owner or his agent from notifying Sunshine State One-Call of Florida, Inc. prior to excavation pursuant to said Chapter 556, unless exempt under Section 556.108 of said Chapter. It should be noted that there might be other underground utilities in addition to those evidenced by the visible appearances shown on this sketch.

The names of the adjoining owners and the associated tax folio number are based on the web based the Miami-Dade County Property Appraiser's Property Search Summary Report.

Physical access to the lands described hereon is from Ingraham Highway (Old Cutler Road and SW 164th Street (Eureka Drive) both publicly dedicated rights-of-way shown on aforementioned plat of BURGER KING WORLD HEADQUARTERS.

There is no observable evidence of earth moving work, building construction or building additions within recent months. There is no visible evidence of any kind of any earth moving or building construction within recent months. There is observable evidence of recent street or sidewalk construction or repairs.

Right of Way as shown is based on the recorded Plat and the record description. Any notices of encroachment and/or use of the described parcel for Right-of-Way, Ingress or Egress are shown on this survey drawing. However, this survey does not purport to reflect any recorded instruments or Right-of-Way other than shown on the recorded plat or stated in the legal description, as it appears on this drawing. Although no formal dedication for the driveway located within the Subject Property was determined to be an underlying prescriptive right to the constituted driveway. There are no proposed changes in street right of way lines made known to the Surveyor. There is no observable evidence of recent street or sidewalk construction or repairs.

This sketch shown hereon in its graphic form is the record depiction of the surveyed lands described hereon and will in no circumstances be intended in authority by any other graphic or digital format of this Survey. This map is intended to be displayed at a scale of 1"=40' or smaller.

This SKETCH OF BOUNDARY SURVEY does not represent a Mean High Water Line Survey as defined under Chapter 5J-17.050(g) Florida Administrative Code nor does this Survey purport to determine the nature and/or limit of ownership interests to the submerged lands adjacent to the subject property. The subject parcel lies within a tidally influenced navigable waterway and may be subject to additional jurisdictional requirements for permitting process. The mean high water line (MHWL) as shown hereon represents the line as mapped on the aforementioned plat of the BURGER KING WORLD HEADQUARTERS. There may be additional survey requirements necessary to address those specific permit processes in addition to the mean high water line.

There was no evidence provided to the surveyor that the surveyed site which lies Westerly of the MHWL, as platted, was delineated as a wetland area by the appropriate authorities. Noting however there is evidence of wetland species lying along the East and South bounds of the described lands not located.

There is no offsite easements or servitudes benefiting the surveyed property that were made known to the surveyor or referenced in the below mentioned Fidelity National Title Insurance Company under Schedule B Section I.

- Item 1 Not a matter of this survey.
- Item 2 The dedications noted on the said plat of BURGER KING WORLD HEADQUARTERS, recorded in Plat Book 127 at Page 86, are plotted hereon. There are no easements, setback restrictions neither noted nor are there any other plottable restriction noted thereon.
- Item 3 The land described herein lie within the land described in Exhibit A of the Title recorded in Official Records Book 12428, Page 973 and as Amendment to Unity of Title recorded in Official Records Book 14281, Page 57 restrict the use of the property. Said land as described hereon shall be considered as one plot and parcel of land with the intention of no portions of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land. This condition, restriction and limitation shall be deemed a covenant running with the land and shall remain in full force and effect and be binding upon the undersigned, their heirs and assigns until such time as the same may be released in writing by the director of the Dade County Building and Zoning Department or the executive officer of the successor of such Department or in the absence of such director or executive officer, by his assistance in charge of the office in his absence. This condition, restriction and limitation are blanket in nature and cannot be plotted. The effect on subject property, if any, is not known to the surveyor and lies outside of the scope of this survey.
- Item 4 The land described herein lie within the land described in Exhibit A of the Title recorded in Official Records Book 12598, Page 2230 and as Amendment to Unity of Title recorded in Official Records Book 14281, Page 55 restrict the use of the property. Said land as described hereon shall be considered as one plot and parcel of land and that no portions of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land. However, the sale of individual condominium units shall not be prohibited. This condition, restriction and limitation shall be deemed a covenant running with the land and shall remain in full force and effect and be binding upon the undersigned, its successors and assigns, until such time as the same may be released in writing by the director of the Department, provided, however additional sewer facilities within dedicated right of way at no cost to the county. This condition, restriction and limitation are blanket in nature and cannot be plotted. The effect on subject property, if any, is not known to the surveyor and lies outside of the scope of this survey.
- Item 5 The land described herein lie within the land described in Exhibit A of the Covenant named Agreement between Metropolitan Dade County and Burger King Corporation recorded in Official Records Book 12598, Page 2233 and restrict the use of the property. This covenant provided to the developer permits to construct operate and maintain a private sanitary system owned by the County. It discharged to the County's sewer. This agreement is blanket in nature and cannot be plotted. The effect on subject property, if any, is not known to the surveyor and lies outside of the scope of this survey.
- Item 6 The land described herein lie within the lands described in Exhibit A, Exhibit B, Exhibit I, Exhibit II, and Exhibit C of the Declaration of Restrictive Covenants recorded in Official Records Book 12428, Page 990 as Amendment to First Amendment to Declaration of Restrictive Covenants recorded in Official Records Book 14089, Page 2349 and restrict the use of the property. Said lands as described herein this Declaration of Restrictive Covenants establishes zoning restrictions to certain areas of the land. It establishes reservations and restrictions development compliance zoning restrictions. Tract C of said plat of BURGER KING WORLD HEADQUARTERS lies within the land described in Exhibit C of the said Declaration subject to a donation to the US Department of the Interior, National Park Services. The condition, restriction and limitation are blanket in nature and cannot be plotted. The effect on subject property, if any, is not known to the surveyor and lies outside of the scope of this survey.
- Item 7 The land described herein lie within the land described in the legal description of the Application and Acceptance of Conditional Building Permit and Stoppage Notice recorded in Official Records Book 12891, Page 200 and restrict the use of the property. This conditional building permit states that in order to obtain a Certificates of Occupancy to construct an office building in the land described the owner should be compromise of provided supplies for the Dade County Fire Department prior to the issuance of a Certificate of Occupancy. These conditions are blanket in nature and cannot be plotted. The effect on subject property, if any, is not known to the surveyor and lies outside of the scope of this survey.
- Item 8 The land described herein lie within the land described in the Entrance Feature Maintenance Agreement recorded in Official Records Book 13806, Page 1386. This agreement states that the entrance features will be continually and properly maintained by the owner. This agreement is blank in nature and cannot be plotted. The effect on subject property, if any, is not known to the surveyor and lies outside of the scope of this survey.
- Item 9 The easement described in Exhibit "A" of the Grant of Easement recorded in Official Records Book 13542, Page 1297 is plotted hereon. The 12 foot wide easement affects the subject property.
- Item 10 The land described herein lie within the lands described in Exhibit A, Exhibit B, Exhibit C and Exhibit D of the Indenture recorded in Official Records Book 12682, Page 2977 as affected by the Quit-Claim Deed within the lands described in Exhibit A recorded in Official Records Book

- Item 11 The land described herein lie within the land described in the Agreement for the Construction of Water and Sanitary Sewer Facilities and for the Provision of Water and Sewer Disposal Services recorded in Official Records Book 12598 Page 2201. This agreement states the terms of water and sanitary sewer facilities and services between the County and Burger King Headquarters. This agreement is blank in nature and cannot be plotted. The effect on subject property, if any, is not known to the surveyor and lies outside of the scope of this survey.
- Item 12 The lands described in "Exhibit A" to the Declaration of Restrictive Covenants in Lieu of Unity of Title recorded in Official Records Book 24451 Page 4310 and as Amended Declaration of Restrictive Covenants in Lieu of Unity of Title recorded in Official Records Book 27101 Page 2672 are one and the same parcel of lands as Tracts "A" and "B" described hereon. The Amended Declaration, further reserves a parcel for the Miami-Dade Fire Rescue, described therein as "Exhibit 1" and is plotted hereon. The effect of the Declaration, as amended, on the subject property, if any, is not known to the surveyor and lies outside of the scope of this survey.
- Item 13 The land described herein "Exhibit A" lie within the land described in the Easement Agreement between Palmetto Bay Village Center, LLC and The Village of Palmetto Bay recorded in Official Records Book 26549 Page 1682. The Easement Agreement reserved a parcel Exhibit "1" incorporated by Reference ("Premise") for the purpose of a public easement associated with the use of the Library, Community Center and park on the Village adjoining parcel ("Village Parcel") as described in Exhibit "3". It also provided a non exclusive easement for the purpose of providing the Village and its residents with vehicular and pedestrian access, ingress, and egress from Old Cutler Road as Exhibit "2". The reserved parcel as described in Exhibit "1", lies within the land described hereon and are plotted hereon. The Exhibit "2", Exhibit "3" and Exhibit "4" of the original document lies outside of the survey and is incorporate by reference. Those Exhibits represent the Library parcel and lies outside of the scope of this survey. The effect on subject property, if any, is not known to the surveyor and lies outside of the scope of this survey.
- Item 14 The land described herein "Exhibit A" lie within the lands described in the Memorandum of Agreement recorded in Official Records Book 22725 Page 0035. This Memorandum of Agreement is blank in nature and cannot be plotted. The effect on subject property, if any, is not known to the surveyor and lies outside of the scope of this survey.

LEGAL DESCRIPTION:

All of TRACTS A and B, of BURGER KING WORLD HEADQUARTERS, according to the plat thereof as recorded in Plat Book 127, Page 86, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH non-exclusive easement rights over TRACT C, BURGER KING WORLD HEADQUARTERS, according to the plat recorded in Plat Book 127, Page 86, of the Public Records of Miami-Dade County, Florida, more particularly described as follows: Reserved easements for access and passive recreational purposes, and the reversionary right in favor of the owner of Tracts A and B, as set forth in that certain Indenture by and between Burger King Corporation, a Florida corporation, as grantor, and the United States of America, as grantee, and recorded October 29, 1985 in O.R. Book 12592, Page 2977, Public Records of Miami-Dade County, Florida. Said reserved easements and rights subsequently conveyed to 17777 OLD CUTLER ROAD, LLC, a Georgia limited liability company by Quit-Claim Deeds recorded in O.R. Book 21750, Page 1596 and in O.R. Book 21750, Page 1592, Public Records of Miami-Dade County, Florida.

AND,

TOGETHER WITH reserved easement rights for the benefit of TRACT A, as set forth in Paragraph #4 of that certain Easement Agreement Between Palmetto Bay Village Center, LLC, and The Village of Palmetto Bay, recorded September 3, 2008 in O.R. Book 26549, Page 1682, Public Records of Miami-Dade County, Florida.

SURVEYOR'S CERTIFICATION:

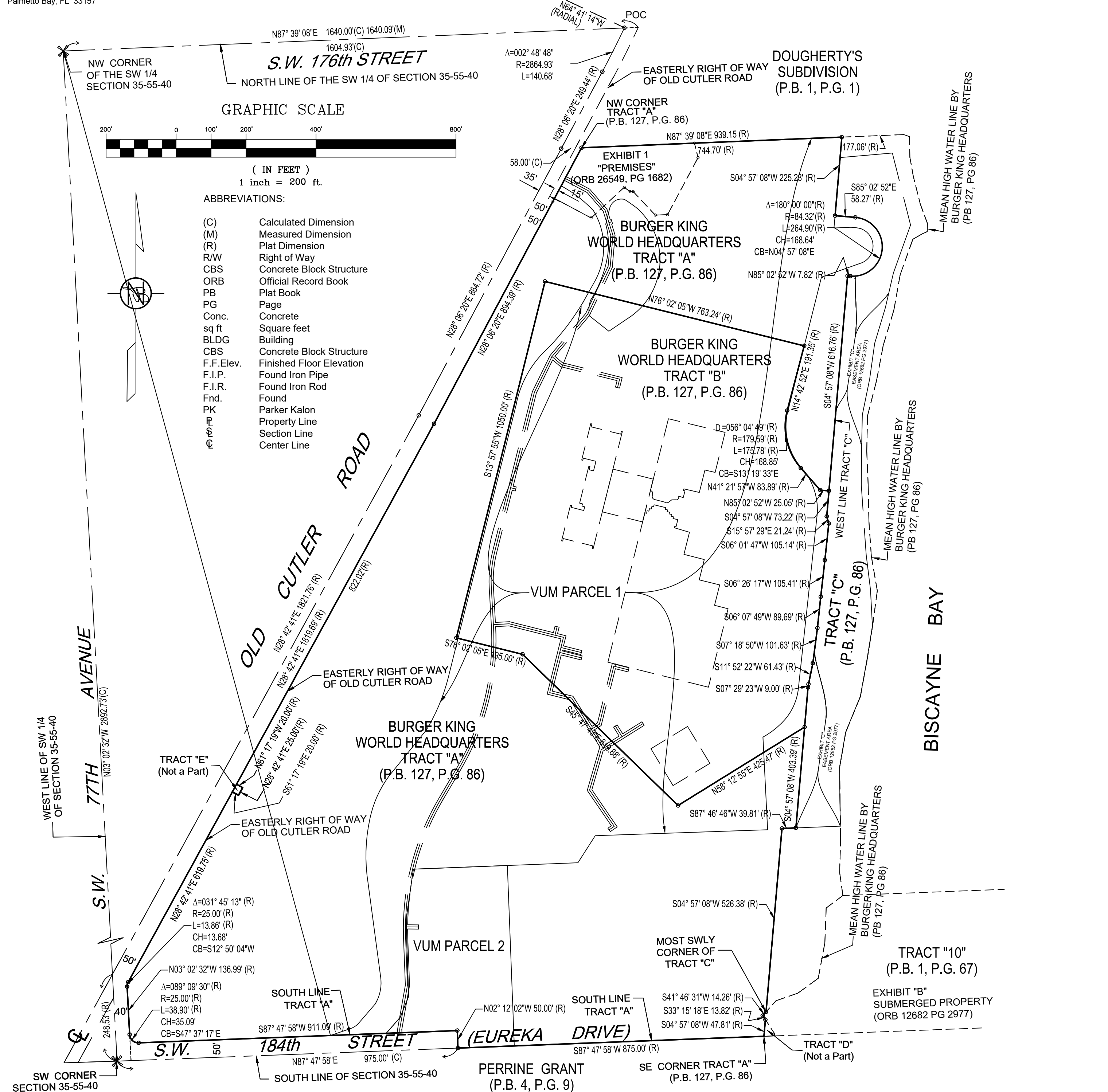
To Goddard Investment Group, LLC:


This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, and 19 of Table A thereof. The fieldwork was completed on May 25, 2017. The undersigned further certifies that this map or plat meets the Standards of Practice, adopted by the Board of Professional Surveyors and Mappers, pursuant to Chapter 472.027 Florida Statutes, as set forth in Chapter 5J-17, Florida Administrative Code, under Sections 5J-17.051 and 5J-17.052 and is a "BOUNDARY SURVEY" as defined in Section 5J-17.050(10)(b).

E.R. BROWNELL & ASSOCIATES, INC.

Thomas Brownell, Executive Vice President
Professional Land Surveyor # 2891
State of Florida
Email address: brownell@erbrownell.com

The survey map and notes and/or report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper. Any additions or deletions to the survey map and notes and/or report by other than the signing party or parties is prohibited without written consent of the signing party or parties.





E.R. Brownell & Associates, Inc.
SURVEYORS & MAPPERS
Miami, Florida, 33133
305-860-3870 (FAX)
PLS/PSM No. _____
Certification No. LB761

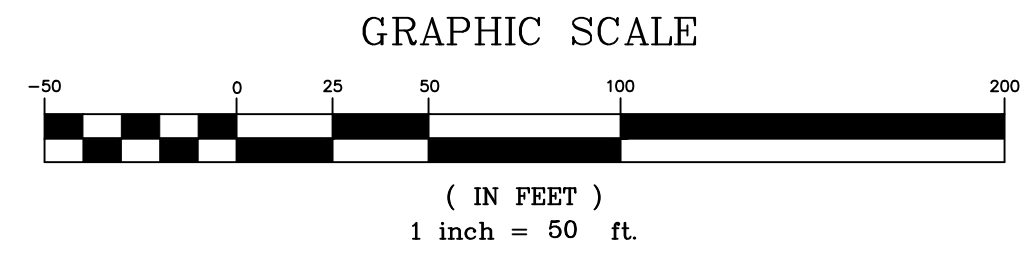
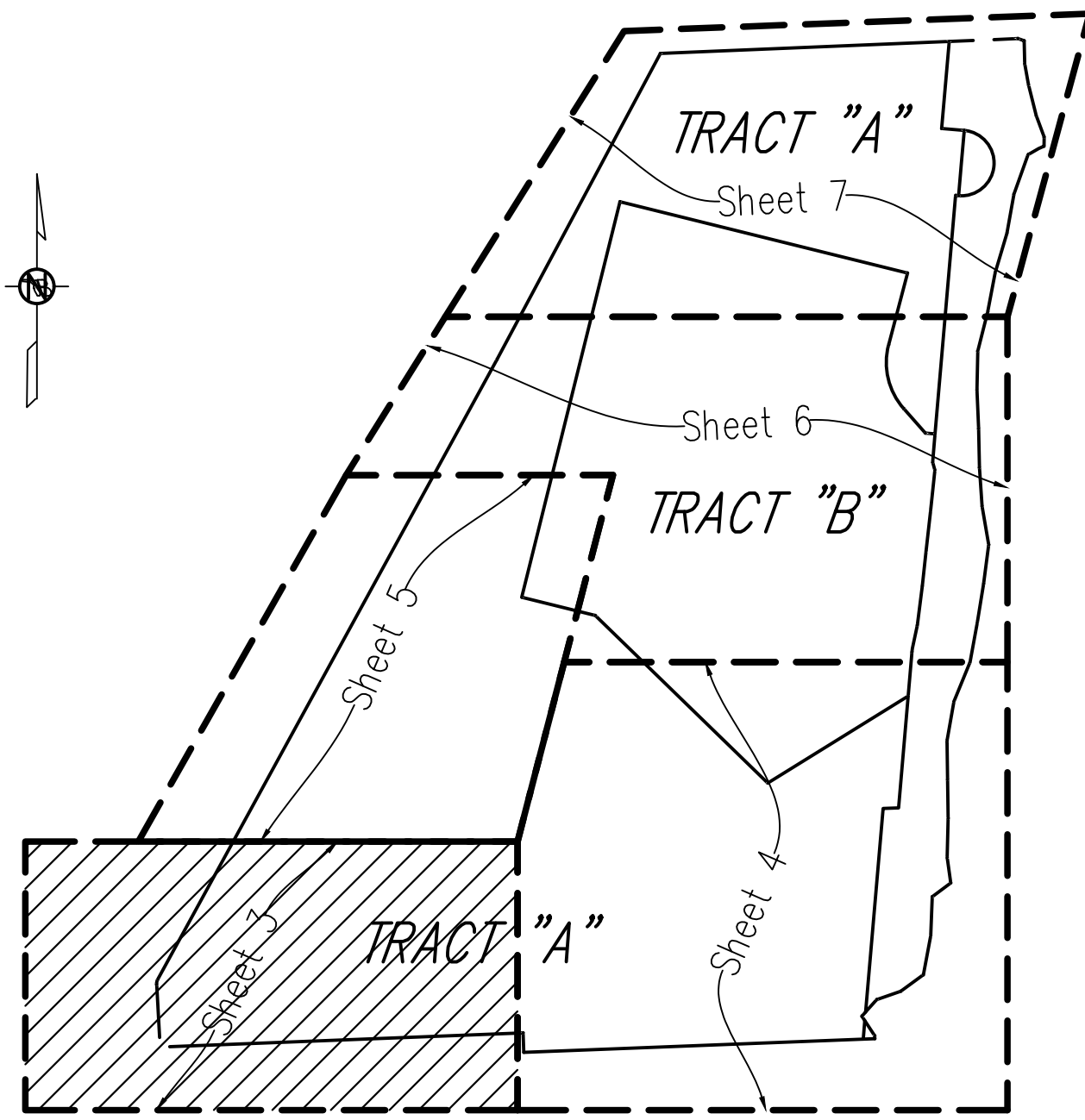
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2525 SW 27th AVENUE
WWW.ERBROWNELL.COM
305-860-3866
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Date: 6/2017
Chk. by: AAP/TB

PREPARED FOR:
ALTA/NSPS LAND TITLE SURVEY
17777 OLD CUTLER ROAD
PALMETTO BAY, FL 33157

No.	Date	Job No.	Description
1	03/28/19	57869	UPDATE TO SHOW EASEMENT (ORB 12682 PG 2977)
2	04/25/19	57869	UPDATE PER CLIENT COMMENTS

Sheet: 1 of 8
J.N. 57969
Sk. No. LS-3214

ALTA/NSPS LAND TITLE SURVEY SKETCH OF BOUNDARY SURVEY

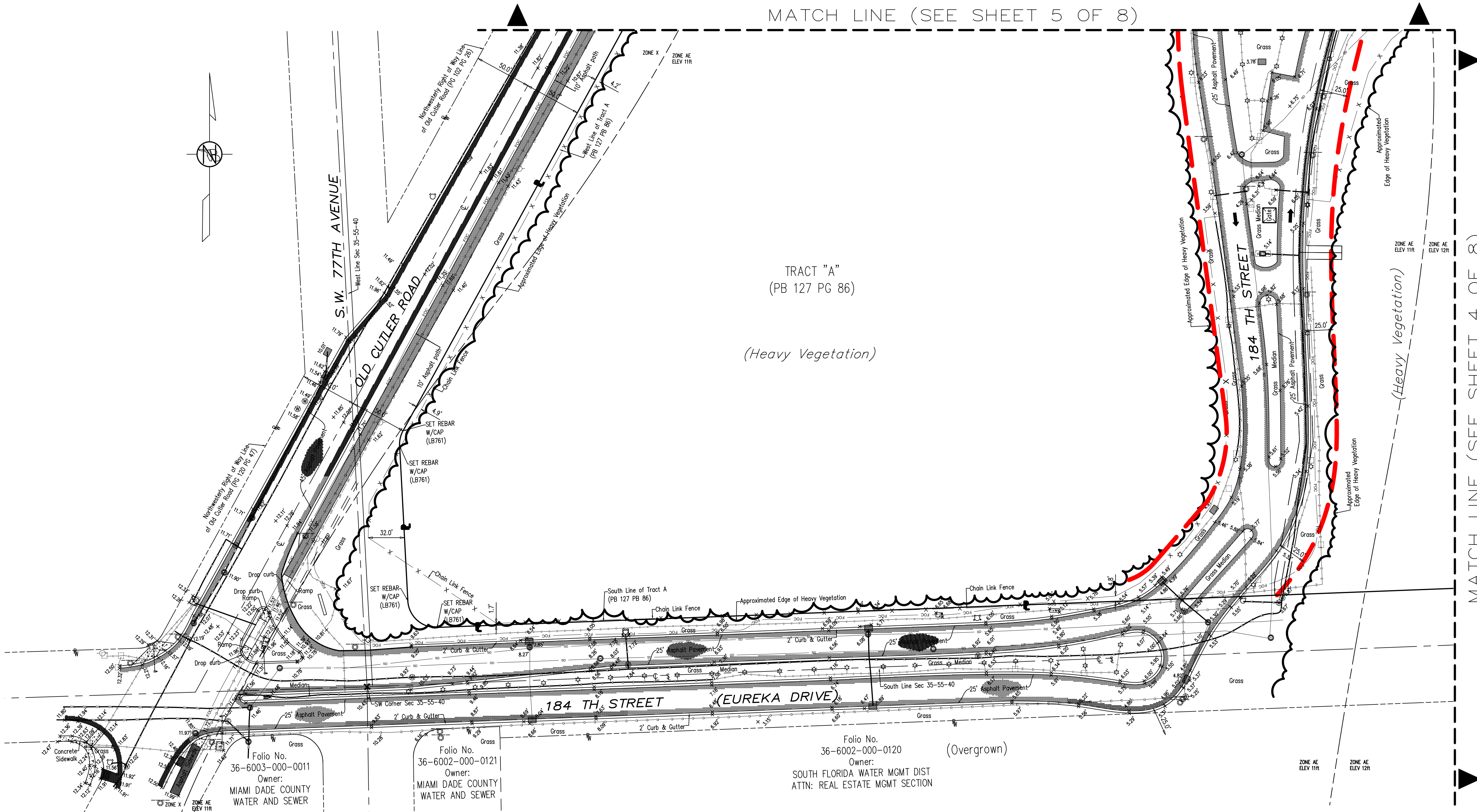


SYMBOL LEGEND:

- Fire Hydrant
- Water Valve
- Telephone Manhole
- Light Pole
- Catch Basin
- Single Support Sign
- Parking Meter
- Wire Pullbox
- Manhole Unmarked
- Electric Manhole
- Manhole Sanitary
- Cleanout Valve
- Curb Inlet
- Concrete Light Pole
- Guy Wire
- Inlet
- Meter Electric
- Cleanout
- Palm Tree
- Siamese Connection
- Tree
- Valve Gas
- Stand Pipe
- Signal Mast Arm
- Guard Post
- Pay Phone
- Double Detector Check Valve
- Water Meter
- Manhole Drainage
- Sanitary Sewer Valve
- Monitory Well
- Center Line
- Unknown Valve
- Iron Pipe
- Handicap Space
- Overhead utility line
- Wood Pole
- Spot Elevation
- Tree
- Palm Tree
- Underground gas line
- Underground electric line
- Overhead utility line
- Underground telephone line
- Underground sanitary sewer line
- Underground water line
- Fiber Optic Cable

ABBREVIATIONS:

- (C) Calculated Dimension
- (M) Measured Dimension
- (R) Record Dimension Base City Miami Atlas Map
- (P) Plat Dimension
- R/W Right of Way
- CBS Concrete Block Structure
- ORB Official Record Book
- PB Plat Book
- PG Page
- Conc. Concrete
- sq ft Square feet
- BLDG Building
- CBS Concrete Block Structure
- F.F.Elev. Finished Floor Elevation
- F.I.P. Found Iron Pipe
- F.I.R. Found Iron Rod
- Fnd. Found
- M Monument Line
- PL Property Line
- Section Line
- Center Line
- PCP Permanent Control Point
- PRM Permanent Reference Monument
- PL Planter
- PK Parker Kalon



E.R. Brownell & Associates, Inc.
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LAND PLANNERS
SURVEYORS & MAPPERS
Miami, Florida, 33133
305-860-3870 (FAX)

Ref. F.B. Date: 6/2017
Scale: 1" = 200'
Chk. by: AAP/TB
Drawn by: JB
F.L.S./P.S.M. No. LB761
Certification No.

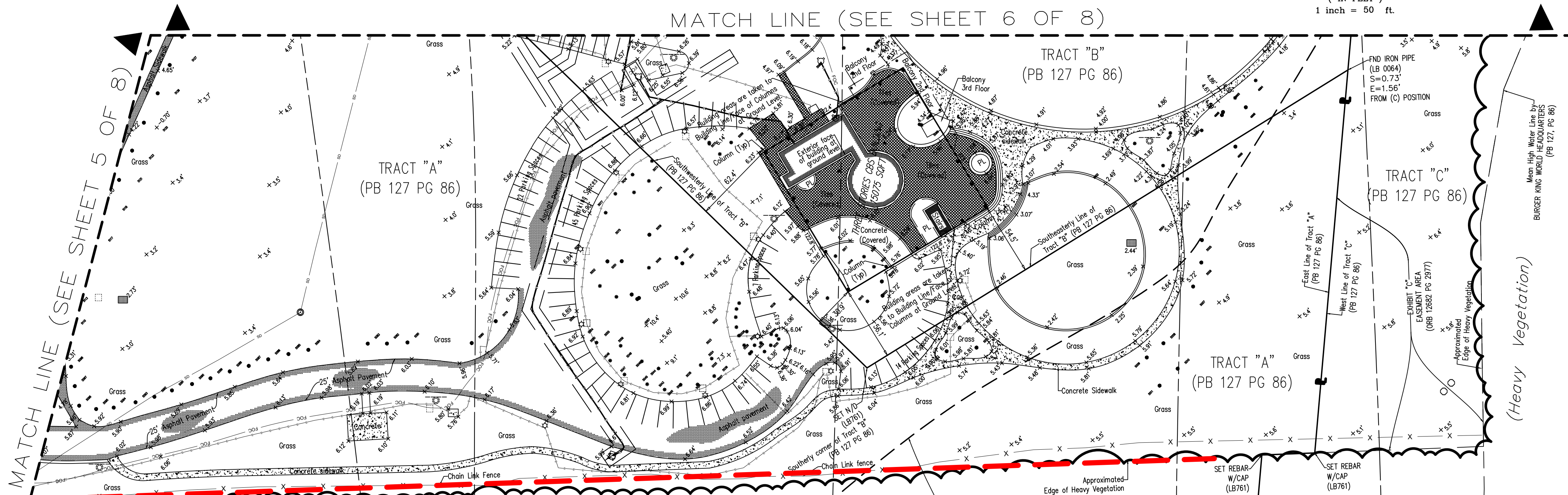
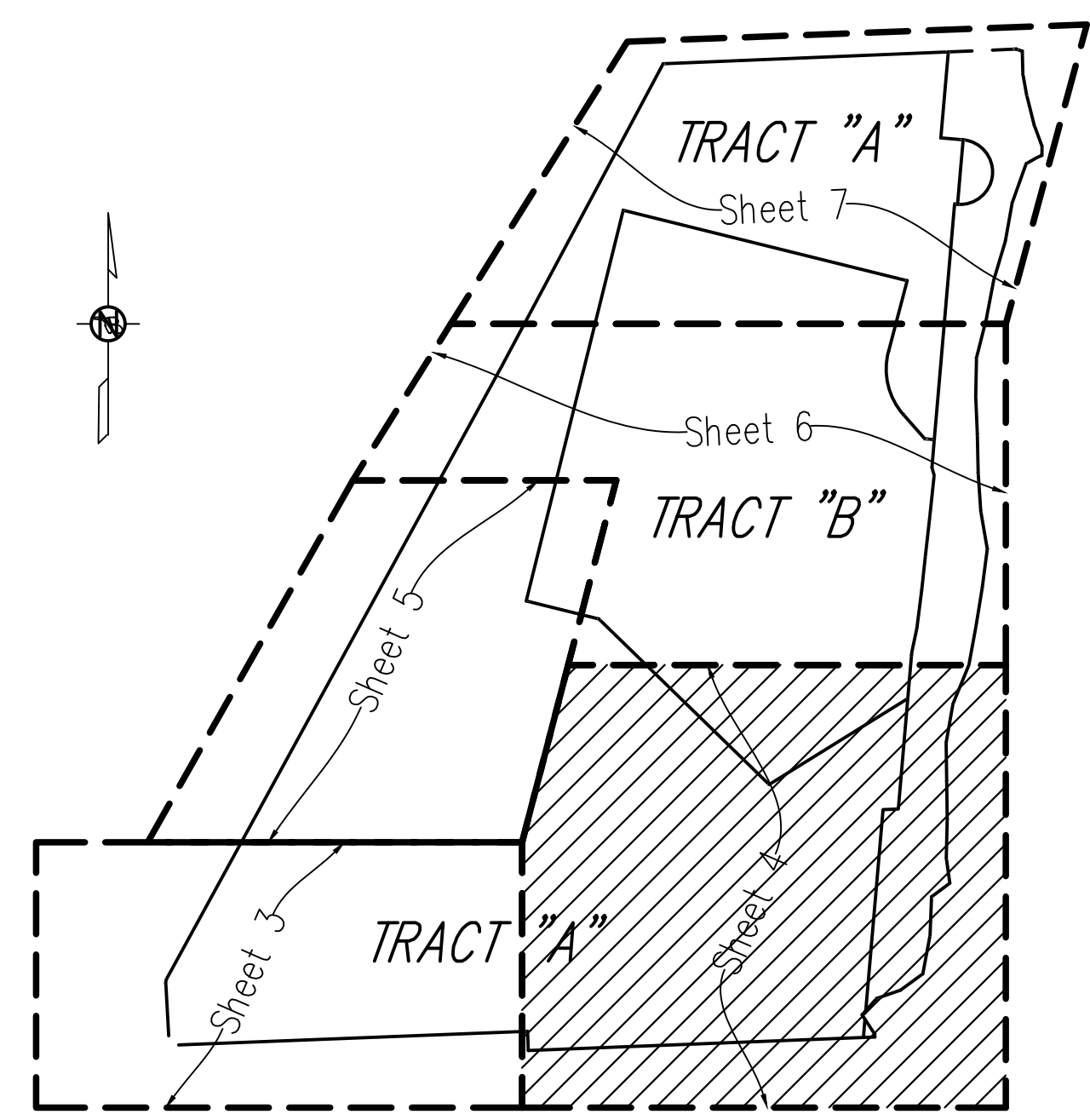
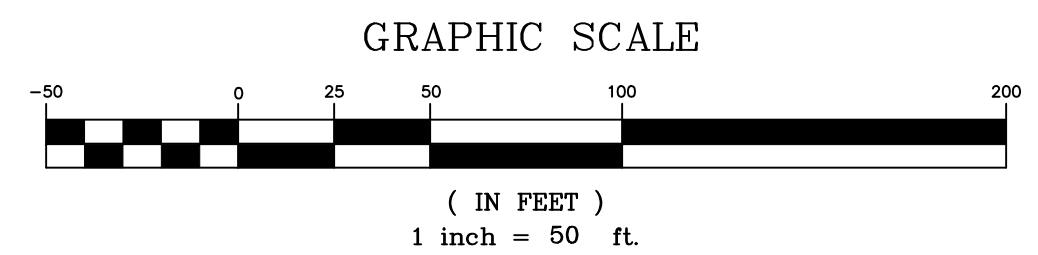
PREPARED FOR:
ALTA/NSPS LAND TITLE SURVEY
17777 OLD CUTLER ROAD
PALMETTO BAY, FL 33157

No.	Date	Apvd.	Job No.	Description
2	04/25/19	TB	57969	UPDATE PER CLIENT COMMENTS
1	03/28/19	TB	57969	UPDATE TO SHOW EASEMENT (ORB 1986 PG 28/77)

Sheet: 3 OF 8
J.N. 57969
Sk. No.
LS-3214

0:\p\157969_Coodred Investment Group\A\14_SURVEY\37969 LS-3214_FINAL SURVEY BURGER KING CUTLER BAY (PROPOSED BUILDING) 05-14-19.dwg

ALTA/NSPS LAND TITLE SURVEY SKETCH OF BOUNDARY SURVEY



- SYMBOL LEGEND:**
- ⊕ Fire Hydrant
 - ⊕ Water Valve
 - ⊕ Telephone Manhole
 - ☆ Light Pole
 - ⊕ Catch Basin
 - ⊕ Single Support Sign
 - ⊕ Parking Meter
 - ⊕ Wire Pullbox
 - ⊕ Manhole Unmarked
 - ⊕ Electric Manhole
 - ⊕ Manhole Sanitary
 - ⊕ Concrete Pole
 - ⊕ Cleanout Valve
 - ⊕ Curb Inlet
 - ⊕ Concrete Light Pole
 - ⊕ Guy Wire
 - ⊕ Inlet
 - ⊕ Meter Electric
 - ⊕ Cleanout
 - ⊕ Palm Tree
 - ⊕ Siamese Connection
 - ⊕ Tree
 - ⊕ Valve Gas
 - ⊕ Stand Pipe
 - ⊕ Signal Mast Arm
 - Guard Post
 - ⊕ Pay Phone
 - ⊕ Double Detector Check Valve
 - ⊕ Water Meter
 - ⊕ Manhole Drainage
 - ⊕ Sanitary Sewer Valve
 - Monitor Well
 - ⊕ Center Line
 - ⊕ Unknown Valve
 - Iron Pipe
 - ⊕ Handicap Space
 - ⊕ Overhead utility line
 - Wood Pole
 - ⊕ Spot Elevation
 - ⊕ Tree
 - ⊕ Palm Tree
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 - F.I.P. Found Iron Pipe
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 - Fnd. Found
 - M Monument Line
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 - PL Planter
 - PK Parker Kalon

MATCH LINE (SEE SHEET 3 OF 8)

MATCH LINE (SEE SHEET 5 OF 8)

MATCH LINE (SEE SHEET 6 OF 8)

Folio No. 36-6002-000-0120
Owner: SOUTH FLORIDA WATER MGMT DIST
ATTN: REAL ESTATE MGMT SECTION

Folio No. 36-6002-000-0020
Owner: SOUTH FLORIDA WATER MGMT DIST
ATTN: REAL ESTATE MGMT SECTION

Folio No. 36-6002-000-0010
Owner: SOUTH FLORIDA WATER MGMT DIST
ATTN: REAL ESTATE MGMT SECTION

B I S C A Y N E B A Y

E.R. Brownell & Associates, Inc.
CONSULTING ENGINEERS & MAPPERS
LAND PLANNERS
2525 SW 27th Avenue
305-860-3866
WWW.ERRBROWNELL.COM

Drawn by: JB
Chk. by: AAP/TB
Ref.:
Scale: 1" = 200'

MIAMI, FLORIDA, 33133
305-860-3870 (FAX)
PLS/FSM No. LB761
Certification No. LB761

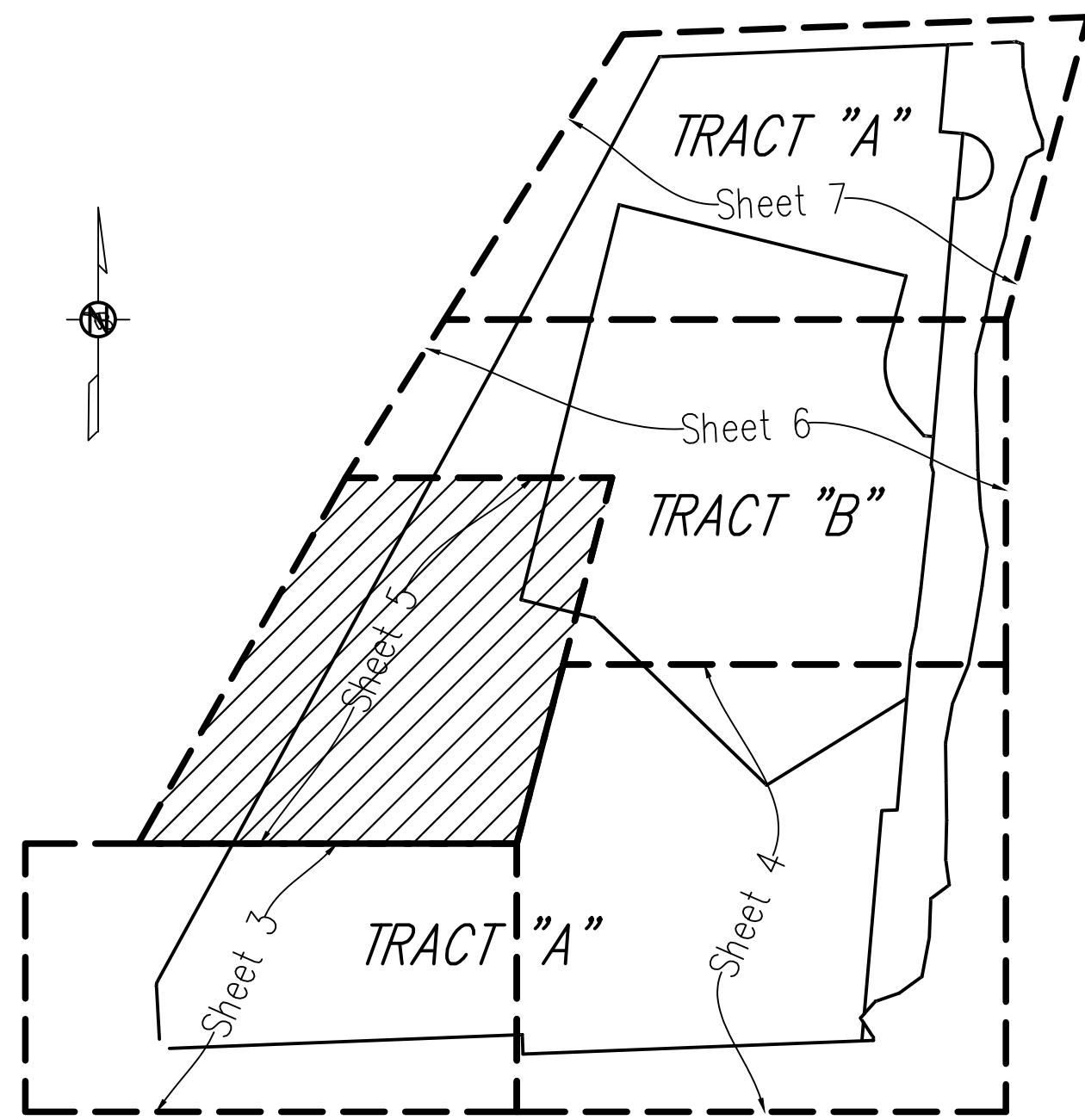
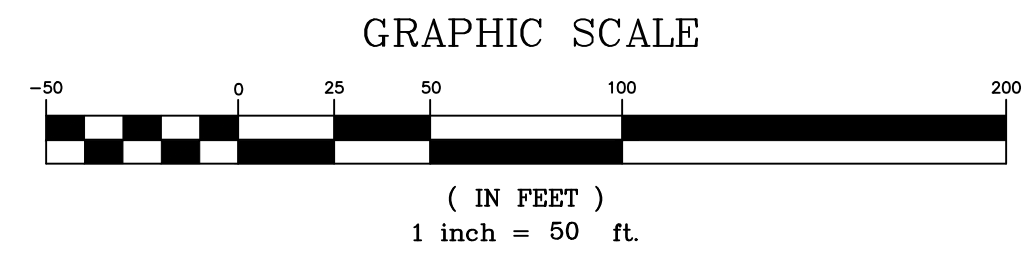
PREPARED FOR:
ALTA/NSPS LAND TITLE SURVEY
17777 OLD CUTLER ROAD
PALMETTO BAY, FL 33157

DATE: 02/25/19
BY: TB
DATE: 03/28/19
BY: TB

No.	Date	Apvd.	Job No.	Description
2	02/25/19	TB	57889	UPDATE PER CLIENT COMMENTS
1	03/28/19	TB	57889	UPDATE TO SHOW EASEMENT (ORB 12882 PG 2977)

Sheet: 4 OF 8
J.N. 57969
Sk. No. LS-3214

ALTA/NSPS LAND TITLE SURVEY SKETCH OF BOUNDARY SURVEY



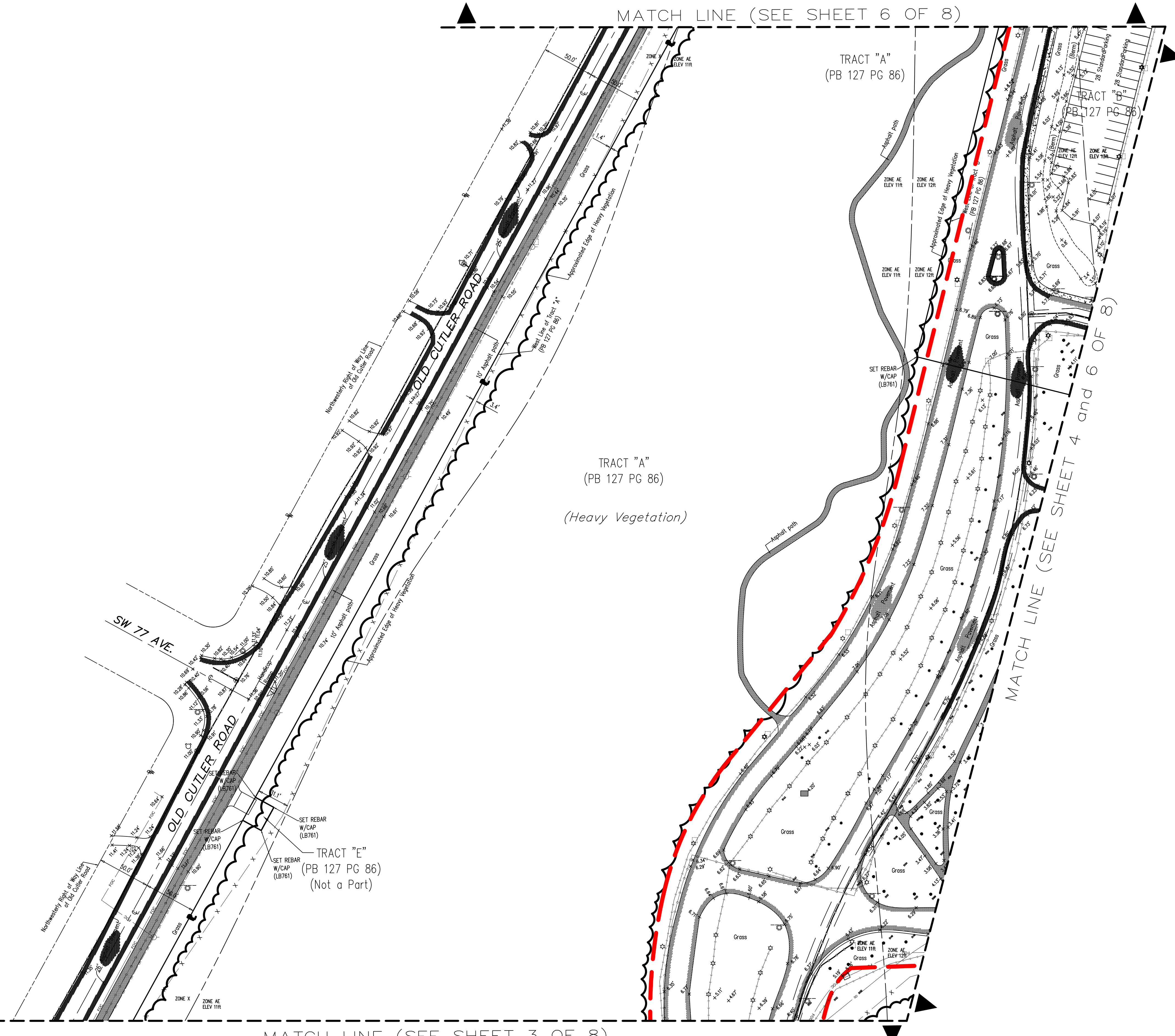
KEY MAP

SYMBOL LEGEND:

- ⊕ Fire Hydrant
- ⊕ Water Valve
- ⊕ Telephone Manhole
- ⊕ Light Pole
- ⊕ Catch Basin
- ⊕ Single Support Sign
- ⊕ Parking Meter
- ⊕ Wire Pullbox
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- ⊕ Manhole Sanitary
- ⊕ Concrete Pole
- ⊕ Cleanout Valve
- ⊕ Curb Inlet
- ⊕ Concrete Light Pole
- ⊕ Guy Wire
- ⊕ Inlet
- ⊕ Meter Electric
- ⊕ Cleanout
- ⊕ Palm Tree
- ⊕ Siamese Connection
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- ⊕ Stand Pipe
- ⊕ Signal Mast Arm
- ⊕ Guard Post
- ⊕ Pay Phone
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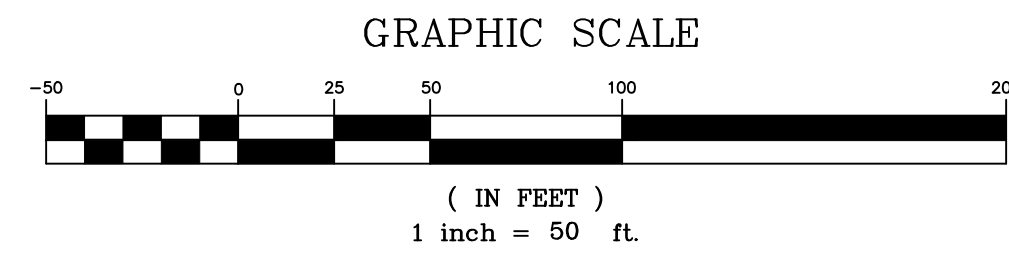
Drawn by: JB
 Chk. by: AAP/TB
 Ref. F.B. No. 57969
 Scale: 1" = 200'
 Date: 6/2017
 Certification No. LB761

PREPARED FOR:
ALTA/NSPS LAND TITLE SURVEY
17777 OLD CUTLER ROAD
 PALMETTO BAY, FL 33157

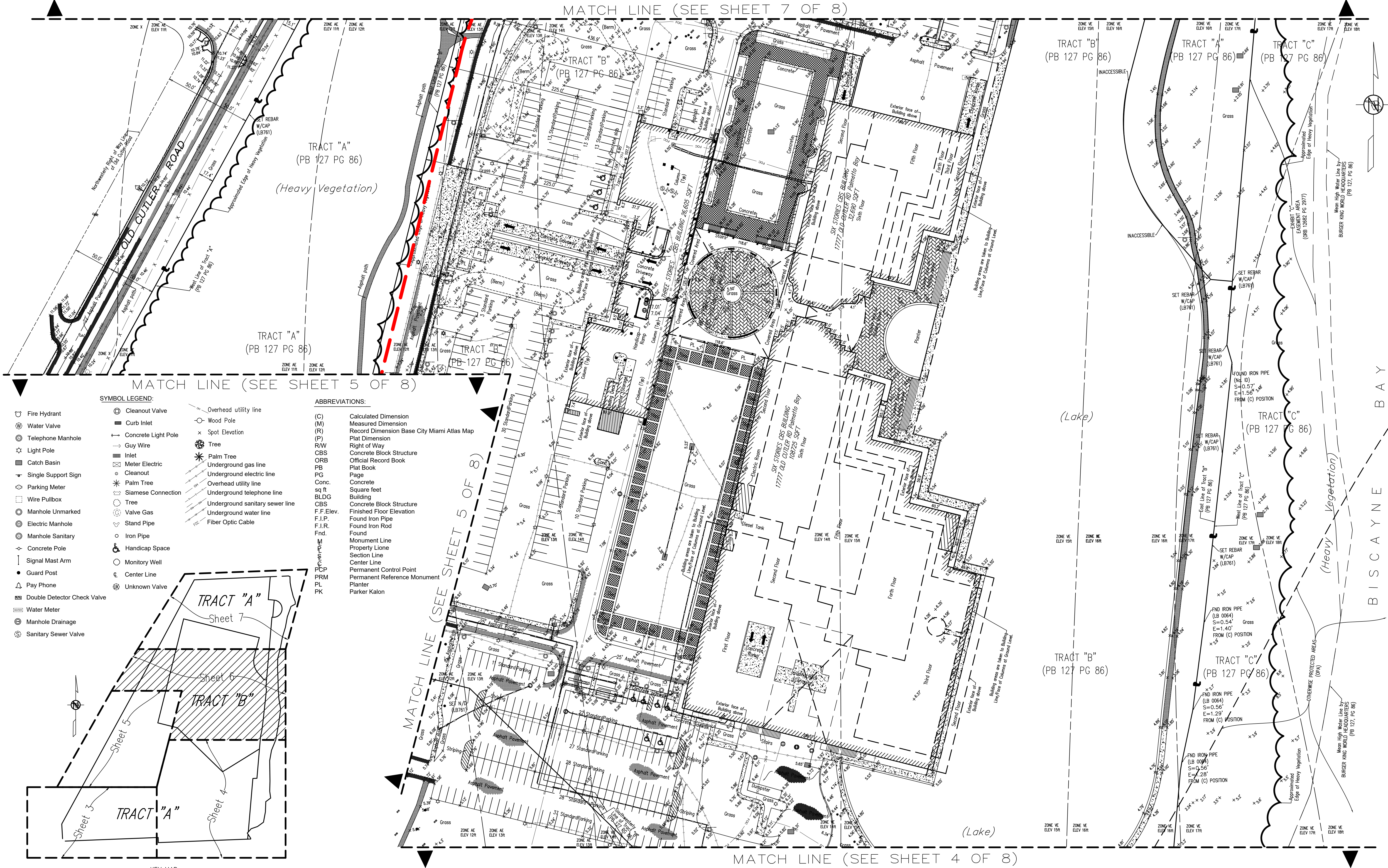
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2	04/25/19	TB	57969	UPDATE PER CLIENT COMMENTS

Sheet: 5 OF 8
 J.N. 57969
 Sk. No. LS-3214

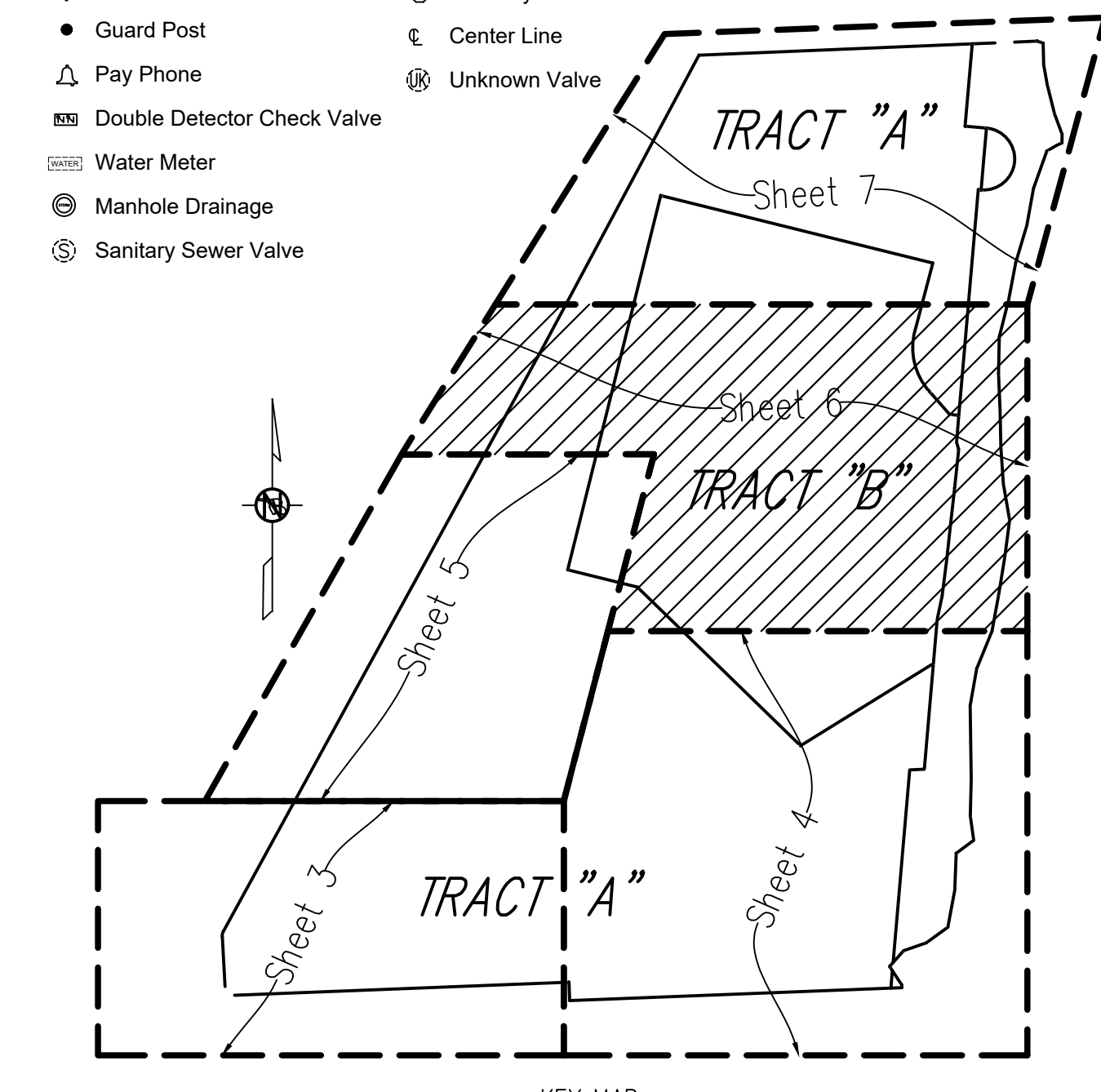
ALTA/NSPS LAND TITLE SURVEY SKETCH OF BOUNDARY SURVEY



MATCH LINE (SEE SHEET 7 OF 8)



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 MIAMI, FLORIDA, 33133
 305-860-3866
 WWW.ERRBROWNELL.COM

DATE: 6/2017
 SCALE: 1" = 200'
 DRAWN BY: JB
 CHECKED BY: AAP/TB
 REF. F.B.
 PLS/FSM No. LB761
 CERTIFICATION No. LB761

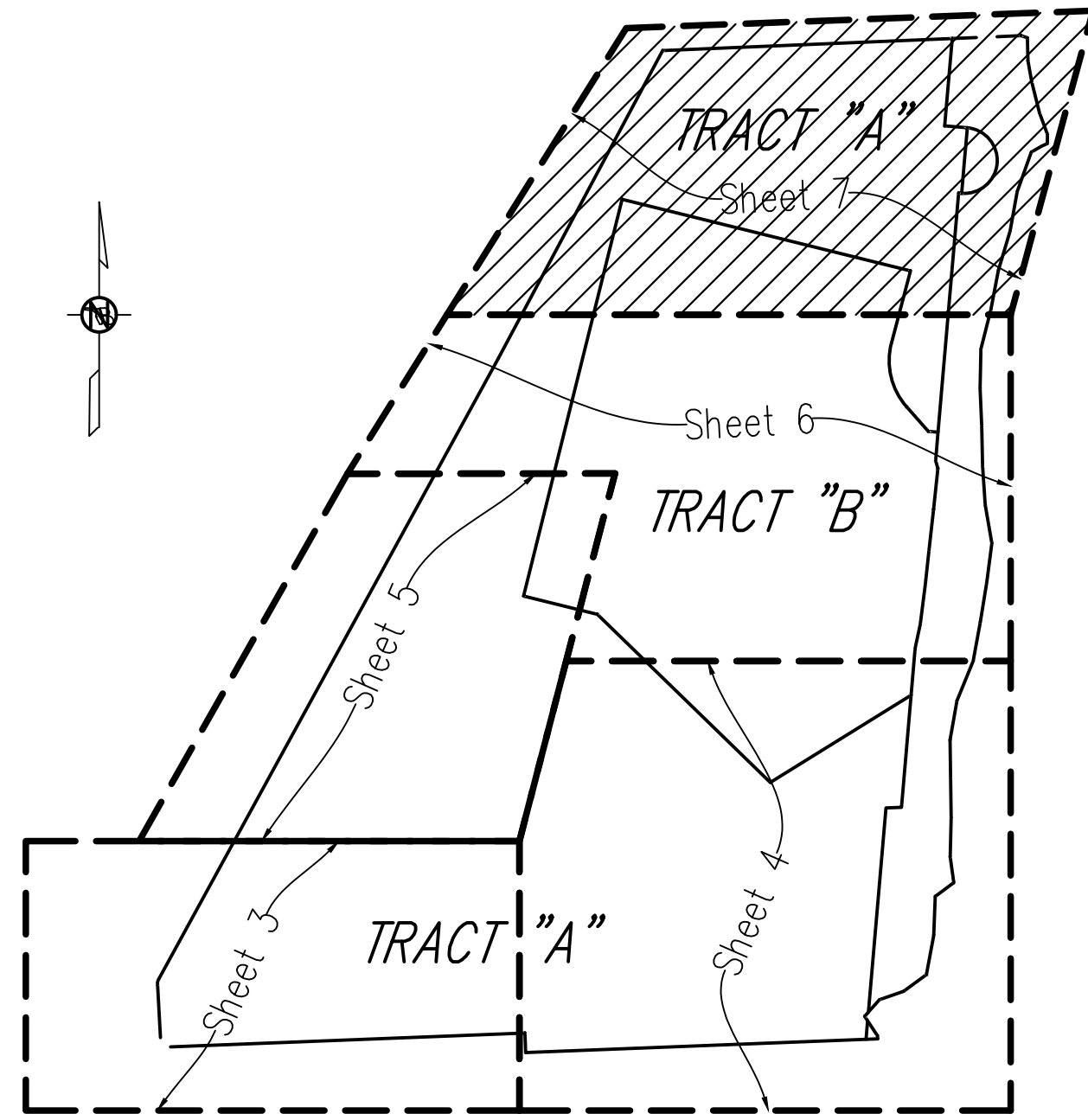
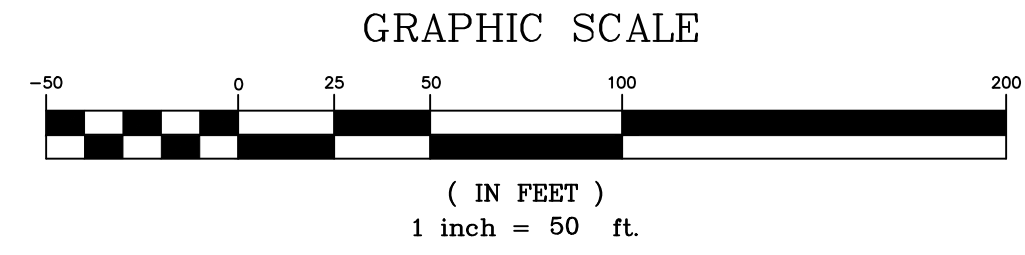
PREPARED FOR:
ALTA/NSPS LAND TITLE SURVEY
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 PALMETTO BAY, FL 33157

No.	Date	Apvd.	Job No.	Description
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2	04/25/19	TB	57869	UPDATE PER CLIENT COMMENTS

Sheet: 6 OF 8
 J.N. 57969
 Sk. No.
LS-3214

0:\proj\57969\cadd\in\miami\copy\ALTA_SURVEY\57969_LS-3214_FINAL_SURVEY_BURGER_KING_CUTLER_BAY_(PROPOSED_BURGER)_05-14-19.dwg

ALTA/NSPS LAND TITLE SURVEY SKETCH OF BOUNDARY SURVEY

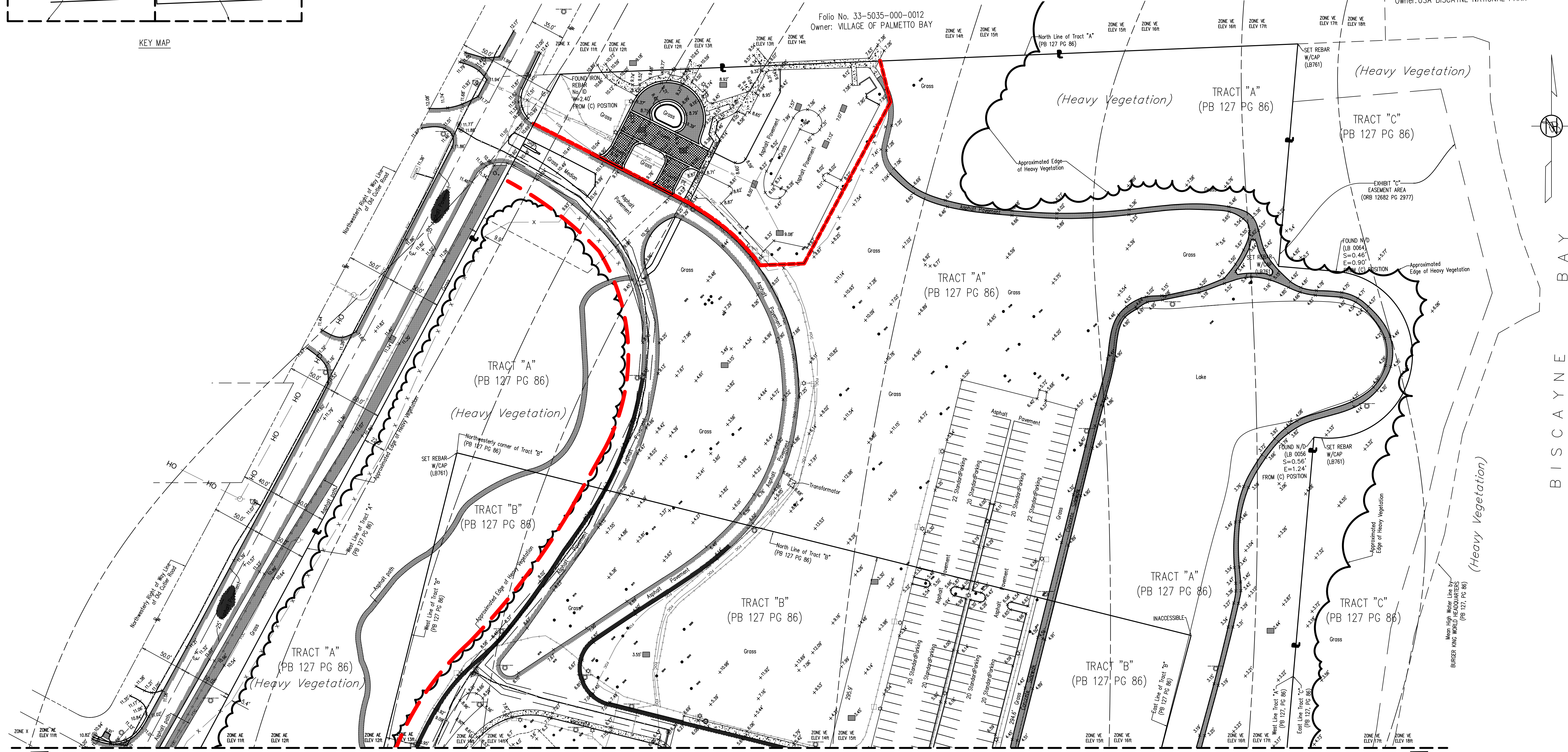


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1	03/28/19	TB	57969	UPDATE PER CLIENT COMMENTS
2	04/25/19	TB	57969	UPDATE TO SHOW EASEMENT

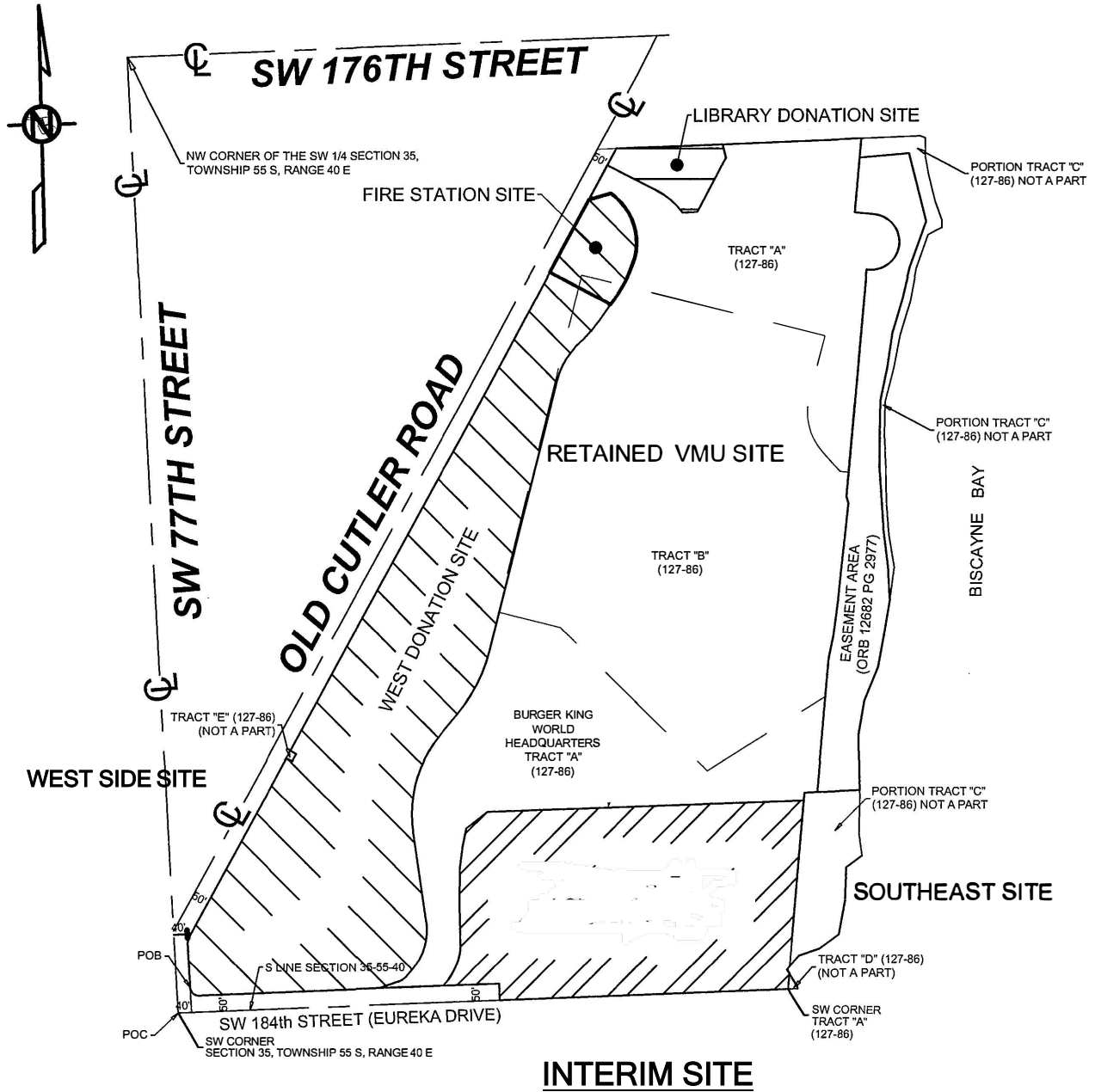
Sheet: 7 OF 8
 J.N. 57969
 Sk. No. LS-3214

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SM-3153

EXHIBIT B

VMU SITE



PROPERTY			E.R. BROWNELL & ASSOC., INC. CONSULTING ENGINEERS LAND SURVEYORS	
	Draw By: DA	Date: 02/11/20	4957 Southwest 74th Court	Miami, Florida, 33155
			305.860.3866	
Page:	Job #: 57969	Scale: 1"=500'	Sketch No.: SM-3153	

FILENBS-00-19\CAD\PROJ\57969 GOODERD INVESTMENT GROUP\DWG\SKETCH & LEGAL\57969 SM-3153 SKETCH AND LEGAL (EXHIBIT A-1 PROPERTY) PALMETTO BAY VILLAGE 02-11-20.DWG

Exhibit C

17777 Old Cutler Road
Palmetto Bay, FL



Former Burger King Headquarters, 1985



Coral Gables

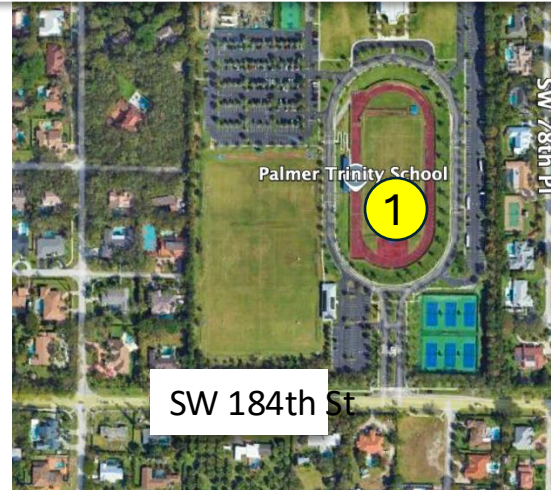
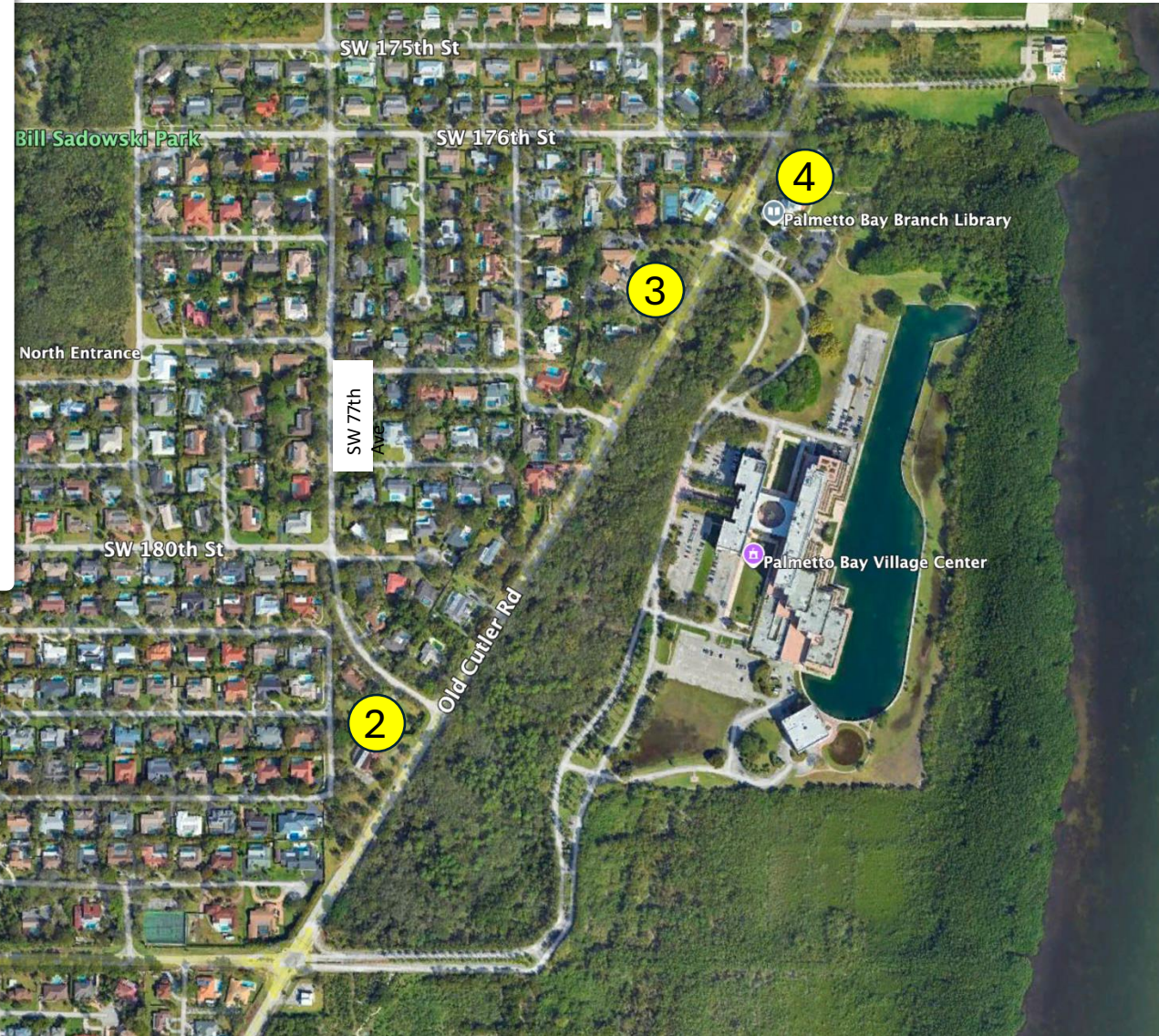
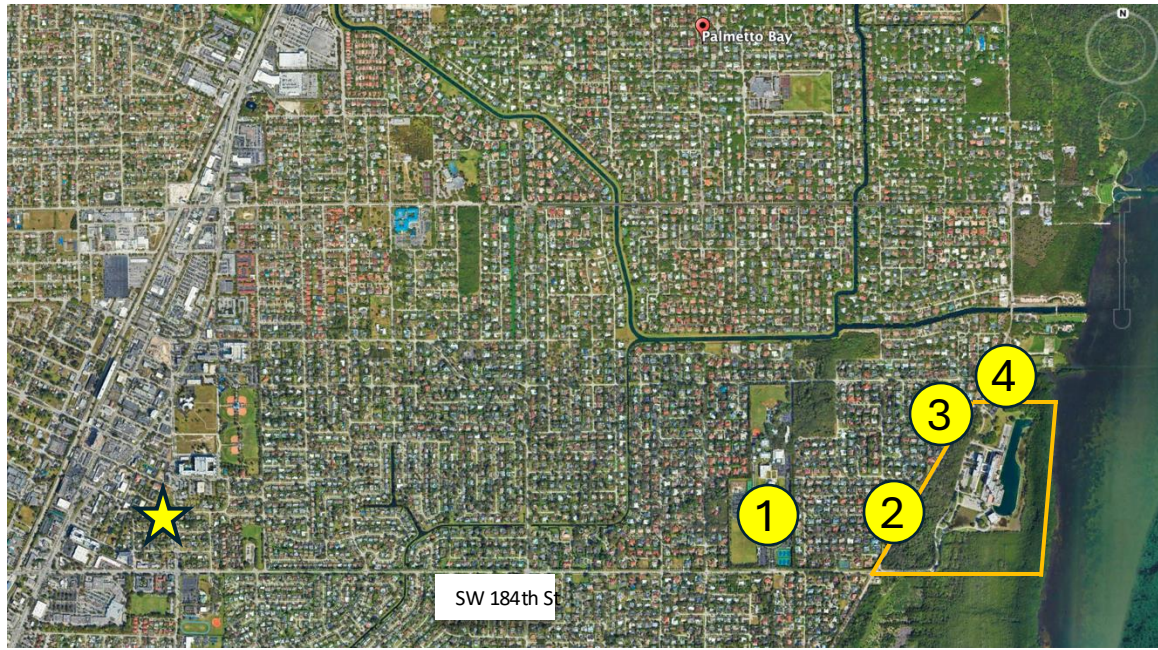
Pinecrest






Downtown
Miami

Deering
Estate

Old
Cutler
Road

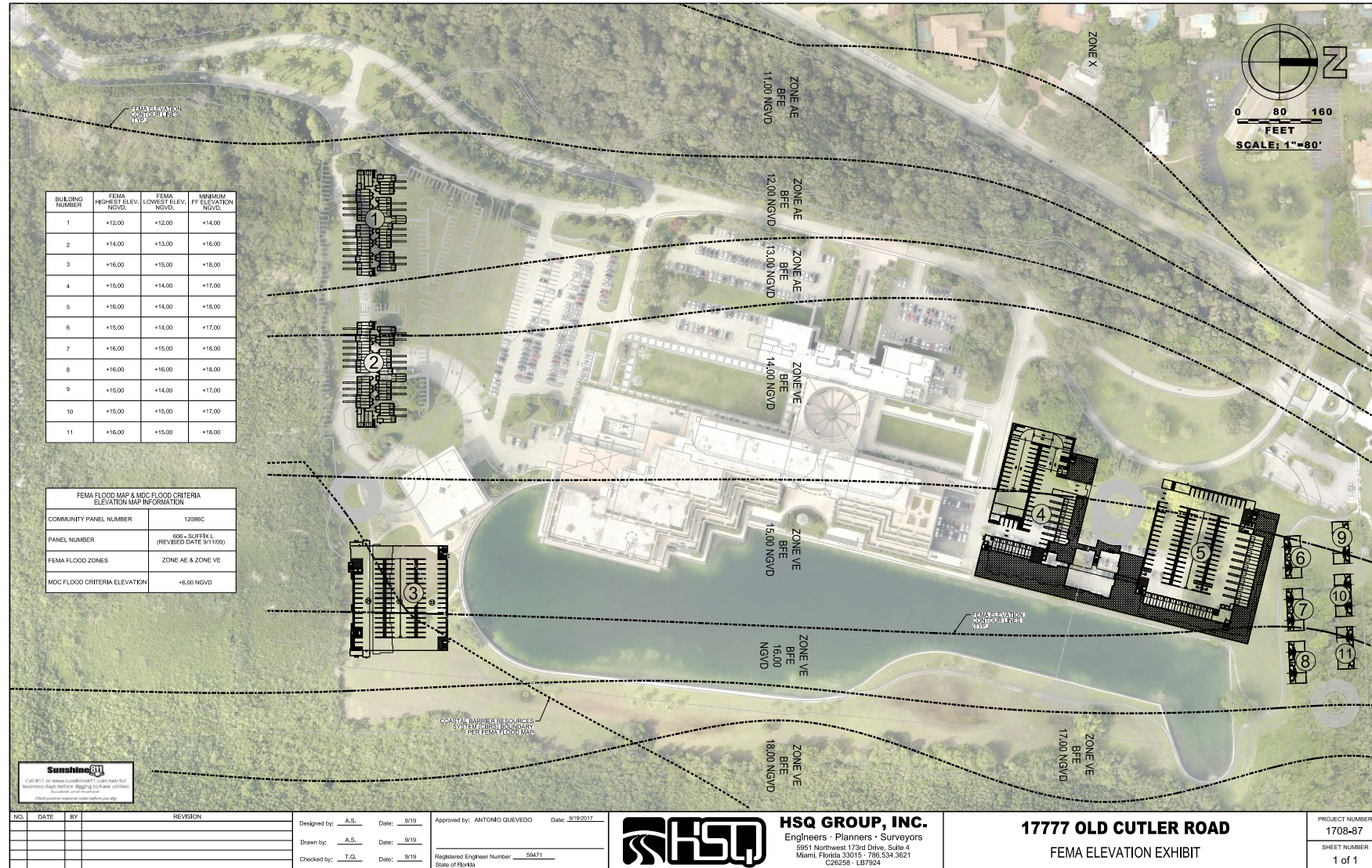
Palmetto Bay Context



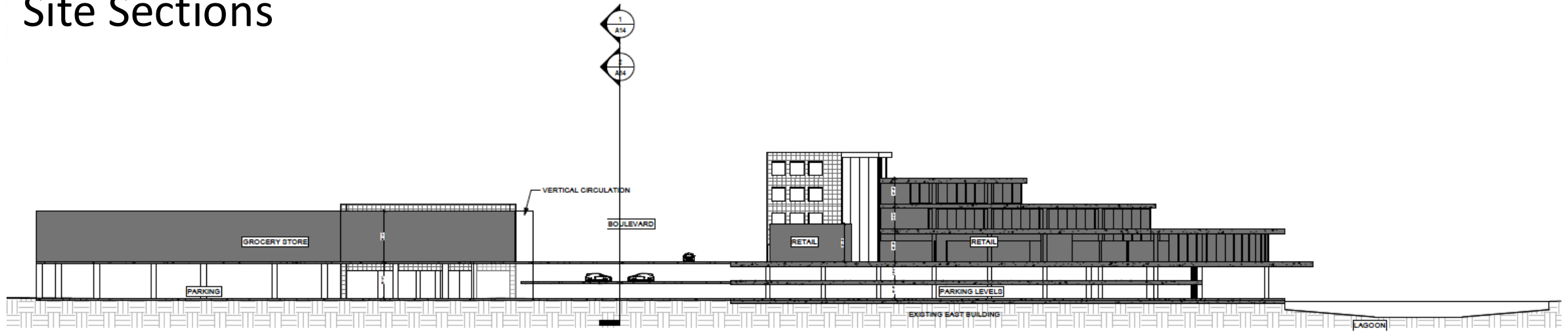
-  Palmetto Bay Village Hall
-  Palmer Trinity School
-  Proposed Fire Station
-  St. Thomas Lutheran Church
-  Public Library



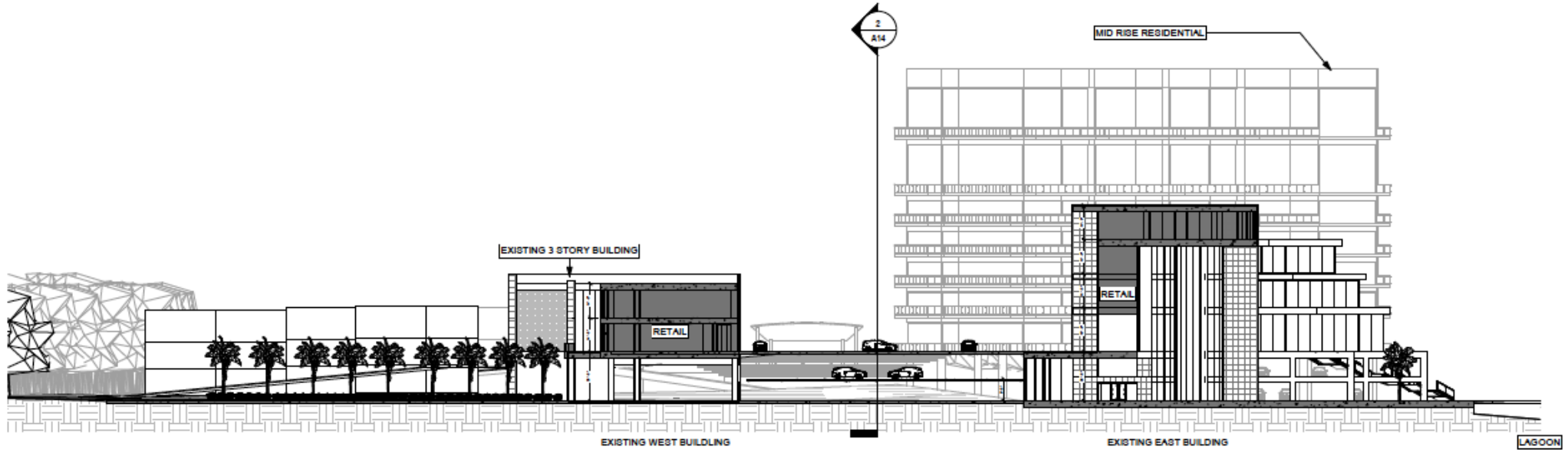
FEMA Elevation Exhibit



Site Sections



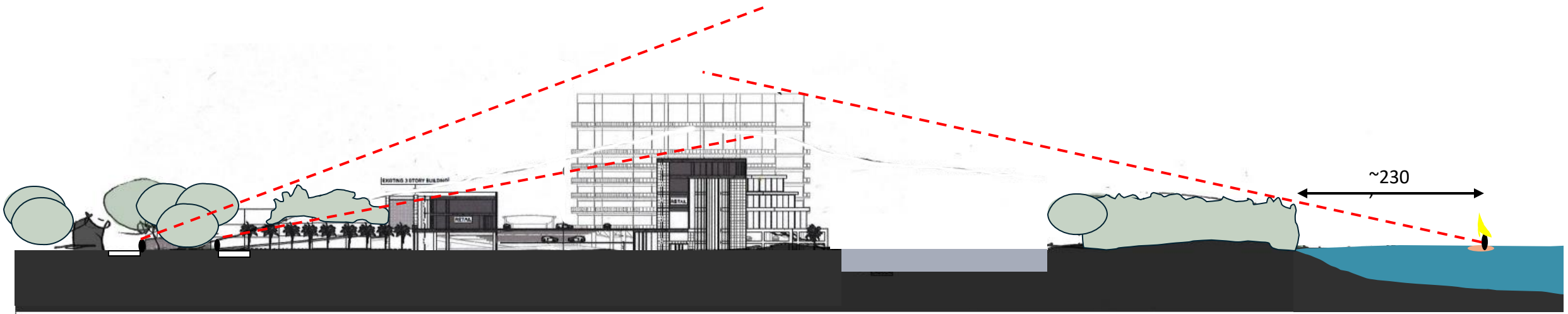
1 GROCERY - RETAIL SECTION, LOOKING NORTH



2 EXISTING BUILDINGS SECTION, LOOKING NORTH

A12 SCALE: 1" = 30'-0"

Sight Lines from Biscayne Bay, Old Cutler Rd., and 184th St.



Master Plan & Context



Master Plan



Program

FOOD MARKET ①
48,000 sf

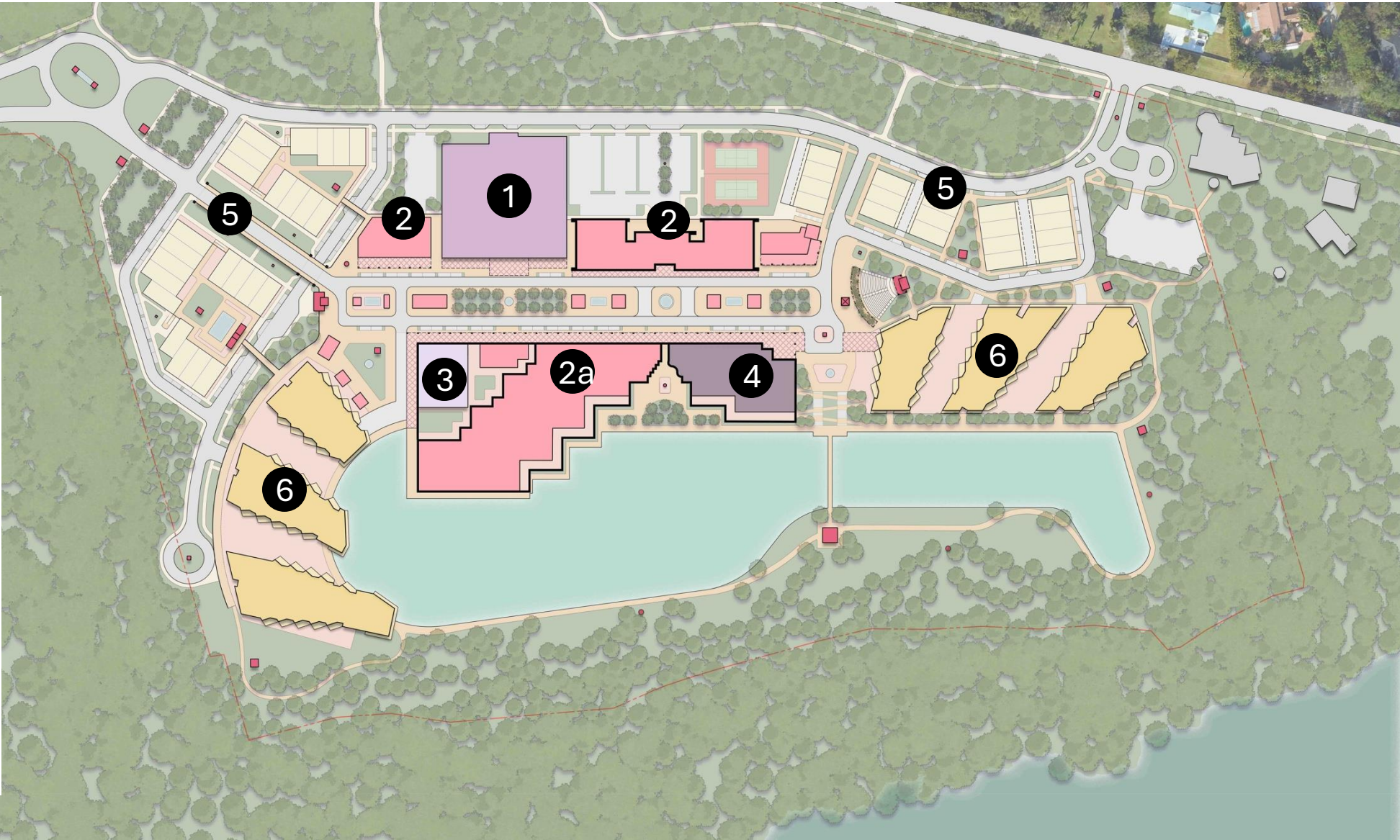
COMMERCIAL ②
(Restaurants/ Retail/ Entertainment)
East Mall (2a): 60,000 sf
West Mall (2): 67,000 sf
Mall Kiosks: 6,000 sf
133,000 sf

FITNESS ③
100,000 sf (5 Stories)

HOTEL ④
120 keys

TOWNHOUSES ⑤
42 du

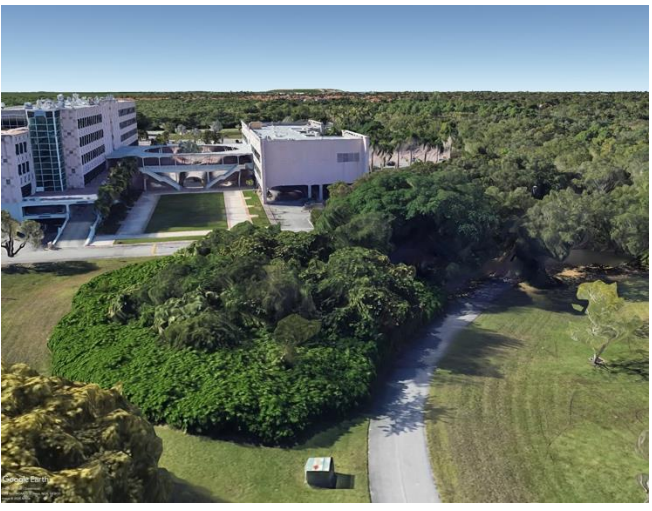
MULTIFAMILY ⑥
413 du



View of South Townhouses



View of North Townhouses



Mall View from Above



Mall View at Eye Level



Sustainability: Reducing Emissions



Buildings

- Reduced energy load with outdoor heat reduction: landscape, shading devices, induced air circulation.
- Cross-ventilation
- High-efficiency air conditioning
- Daylighting
- LED lighting
- Smart building systems
- Rooftop solar collectors

Transportation

- Mixed-uses with destinations accessible by short, walkable distances
- Pedestrian-friendly streets and paths: safe, comfortable & interesting
- Variety of mobility modes: walking, bicycling, golf carts, et al
- Transit: roofed transit stops for circulators, freebies, et al
- Charging stations for electric vehicles
- Parking prioritized for convenience of visitors

Water & Waste-Water Treatment

- Preservation of existing buildings (embodied carbon)
- Re-used and recycled building materials
- Reduced waste in construction
- Reduced waste in building operations
- Recycling facilitation with clear & simple operations
- Water-saving plumbing & appliances
- Landscape to catch and treat stormwater on site

Sequestering Carbon

- Preservation of Existing Natural Areas
- New shade trees and other landscape materials

Resilience: Reducing Heat



Master Plan Orientation & Sitework

- Building orientation to reduce heat load: minimize western exposure
- Building orientation to maximize air flow and breeze corridors
- Building footprints, floorplate size, pavements to maximize permeable surfaces
- Rainfall retention on site, to minimize accumulation and enable evaporation
- Landscape ground surfaces to catch and hold rainwater for percolation and evaporation
- Active temperature reducers for exterior public spaces: fans, water fountains, and misters

Shade

- Pavements and streets shaded by building placement and landscape
- Shade trees
- Shade structures for outdoor spaces including transport drop-off & pick-up areas: arcades, trellises, louvers

Materials

- Cool building surfaces: light colors for roofs, walls, and pavements
- Cool landscape surfaces: planted groundcovers, water features in proximity to outdoor living areas
- Landscape for heat absorption, water retention, and evaporation
- Smart surfaces (white & green roofs)
- Ground levels with durable materials able to sustain flooding

Buildings

- Transitional spaces to minimize heat load: arcades, galleries, awnings, porches
- Cross-ventilated interior spaces with passive exhaust systems, operable windows (smartcard connection of window latch & HVAC)
- High-rated insulation for interior air-conditioned spaces
- Shaded roofs with landscaped, habitable amenity spaces
- Habitable levels raised above flood zones



Exhibit D

Laguna Vista Master Plan Design Guidelines

5.21.25

Intent

Urban Design

Architecture

Streets and Plazas

Landscape

Signs

Sustainability

Resilience

Intent

Laguna Vista is intended to serve Palmetto Bay and neighboring communities as a new village center, a mixed-use and pedestrian-oriented destination for living, working, shopping, and community activities. The character and quality of the development of Laguna Vista shall be controlled by the Master Plan and the Design Guidelines. The guidance of building and use locations, building massing and surfaces, and the design of street space and streetscape, is intended to produce public space that is safe, comfortable, and interesting for pedestrians as well as allowing vehicular mobility. Laguna Vista's conservation of significant natural features and the repurposing of a significant building of recent history serve as a foundation for the incorporation as well of standards for sustainability and resilience.

While the final detailing and construction documents of civil and traffic engineering, building and landscape design may require adjustments to the Master Plan, they should conform to the intent of the Guidelines.

Urban Design

Site entrance: Entrances to the site shall be allowed at the existing vehicular entries at the south at SW 184 St., and at the north at the public library; and for golf-carts, bicycles, and pedestrians, across Old Cutler Road from S.W. 77th Avenue.

Building location: With the exception of views from vehicular entrances, buildings and other improvements shall be located to be concealed by conserved wooded areas from Old Cutler Road

Uses: A mix of uses shall be allowed with vertical and horizontal integration of residential, commercial, office, retail, lodging, recreational, and cultural and entertainment uses.

The Main Street: A Main Street above grade with ramps from the north and from the south welcoming vehicular and pedestrian arrivals shall be the focus of commercial activities. The first level of buildings facing Main Street shall give priority to retail and restaurant uses, designed and detailed to accommodate those.

Flood criteria: Habitable floor levels of buildings shall be set at a minimum one (1) foot above the FEMA Flood Level. For any difference of level between the habitable floor level and the sidewalk, stairs and ramps to access habitable level from the sidewalk shall be placed within the building, and they shall not diminish the width of the sidewalk.

Architecture

The design of the buildings and landscape establishes and maintains a sense of place for the village center. The architecture provides the vertical plane that contains the spaces and compliments the horizontal ground plane, the streetscape. The building facades contribute character and identity, and their form and surfaces should balance variety and harmony of visual experience.

Building entrances: All buildings shall have a principal entrance from a pedestrian space such as a sidewalk at grade or at the Main Street level. Secondary entrances may be accessed directly from parking structures.

Building height: The maximum height of buildings shall be as described in the Settlement Agreement.

Streets and Plazas

The streets and plazas of Laguna Vista serve multiple functions as the main routes of access, mobility, and connection for the site, as the primary shared space of community, and as contributors to its visual character and sense of place.

Pavements shall be simple and distinguish between pedestrian-only spaces and those allowing vehicles to mix with pedestrians, bicycles, and golf-carts.

Public space furnishings such as streetlights, benches, trash cans, directional and traffic, shall be of a unified design and color to ensure aesthetic continuity and to contribute to community identity.

Landscape

Landscape elements are integral to the identity and experience of Laguna Vista, and stormwater management, and they should complement the established native landscape of the site and its surroundings.

- a. New planting should be primarily composed of native species and should be selected to minimize the need for irrigation.
- b. Priority should be given to shade trees for the public spaces.
- c. Large palms and exotic species of trees may be integrated sparingly, as focal points terminating a view or identifying a particular space.
- d. Street trees and other plantings shall fit the space provided, and they shall support the intended use of the space that is landscaped; for narrow street spaces, thin trunk palms; for deep setbacks or open spaces, large shade trees such as mahogany or live oak.
- e. Allees of uniform species may be selected for places of special character.

Signs

All commercial signage shall be integral to the design of the overall character of Laguna Vista. Signage shall be permitted on the exterior of any structure, not to exceed five percent of the square footage area of the exterior façade of any structure. Monument signage shall be permitted, not to exceed ten feet in height. All signage that is not visible from Old Cutler Road or Southwest 184 Street or any other right-of-way shall be within the discretion of the Property Owner.

Sustainability

Laguna Vista can contribute to universal goals of sustainability by reducing carbon emissions through the preservation of natural conditions and existing construction (embodied carbon); by the reduction of energy use (new carbon emissions) in buildings, exterior lighting, and transportation, and in potable water use.

Natural conditions: Approximately 20 acres shall be set aside for conservation of existing natural systems, in mangroves and wetlands facing Biscayne Bay, and in upland hammock facing Old Cutler Road, connected at grade.

Existing Buildings: The majority of existing structures shall be adaptively re-used, with design changes as needed to enable a mixed-use, walkable environment. Building re-use avoids the energy use of new construction and reduces waste and processing in landfills.

Energy conservation in buildings: Buildings should be designed for reduced energy use through reduced energy and smart building systems, cross-ventilation, high-efficiency air-conditioning, daylighting, LED lighting, light-colored walls to reflect rather than absorb sunlight, light-colored high albedo roofs to reduce heat load and energy consumption, and roof-top solar collectors. Black and dark colored exterior surfaces shall not be allowed.

Transportation: Energy use in transportation can be reduced by reducing vehicular use through

a mix of uses accessible on foot in a park-once arrangement; access and connections throughout for pedestrians, bicycles, and golf-carts; roofed transit stops to encourage use of circulators, and freebies; charging stations for electric vehicles.

Water: Xeriscape and native planting and low flow fixtures should be employed for water conservation.

Resilience

Laguna Vista can incorporate state-of-the-art-resilience with buildings and landscape that are prepared for increasing heat, rainfall and surface flooding, for more severe storms, and for potential storm surge.

Heat reduction with buildings: Buildings can contribute to reducing ambient temperature by building orientation that maximizes air flow and breeze corridors; cool building surfaces with light colors that are reflective rather than absorptive of heat; transitional spaces that minimize internal heat load such as arcades, galleries, porches, awnings, trellises, and louvers; and exterior structures that provide relief from sun exposure such as gazebos, roofed transit stops, and open-air shaded roof-top spaces. Roof materials shall be light-colored, high-albedo, high solar-reflectance, or a planted surface, to reduce heat island effects and reduce energy consumption, and they may include solar collectors.

Heat reduction with landscape: Landscape can contribute to reducing ambient temperature by trees that provide shade for building walls and paved surfaces; low-growing plantings and groundcovers that absorb heat and hold moisture; and permeable pavements and other surfaces that absorb water and allow evapotranspiration.

Preparation for severe storms: To ensure capacity to weather severe storms, all habitable space shall be maintained above the required FEMA flood levels; potential loss of energy may be addressed by building designs with passive exhaust systems and by the location of solar collectors and emergency equipment such as generators above the FEMA flood level.

End

EXHIBIT E

CONVERSION MATRIX

One hotel unit equals 500 square feet of office space.

Five Hundred square feet of office space equals one hotel unit.

One hotel unit equals 250 square feet of retail/commercial space.

Two Hundred-Fifty square feet of retail/commercial space equals one hotel unit.

Five Hundred square feet of office space equals 250 square feet of retail/commercial.

Two Hundred-Fifty square feet of retail/commercial space equals 500 square feet of office space.

The total residential units shall not exceed 480 units.

The existing office building (approximately 315,000 square feet) is grandfathered and may be converted as shown above.