

This instrument was prepared by:

Name: Steven J. Vainder, Esq.
Address: White & Case, LLP
Southeast Financial Center
200 South Biscayne Boulevard, #4900
Miami, FL 33131

(Space Reserved for Clerk of Court)

EASEMENT AND OPERATING AGREEMENT

THIS EASEMENT AND OPERATING AGREEMENT (the "**Agreement**") is made as of this 22 day of April, 2014, by PARCEL C2 PROPERTY, LLC, a Florida limited liability company, with an address of 135 San Lorenzo Avenue, Suite 750, Coral Gables, Florida 33146 ("**C2 Owner**"), PARCEL B2 PROPERTY, LLC, a Florida limited liability company, with an address of 135 San Lorenzo Avenue, Suite 750, Coral Gables, Florida 33146 ("**B2 Owner**"), and DOWNTOWN DORAL RETAIL HOLDINGS, LLC, a Delaware limited liability company, with an address of 135 San Lorenzo Avenue, Suite 750, Coral Gables, Florida 33146 ("**Downtown Doral Owner**") (C2 Owner, B2 Owner and Downtown Doral Owner are collective referred to as "**Owners**").

RECITALS

A. C2 Owner owns the Property legally described on **Exhibit "A-1"** (the "**C2 Property**").

B. B2 Owner owns the Property legally described on **Exhibit "A-2"** (the "**B2 Property**").

C. Downtown Doral Owner owns the Property legally described on **Exhibit "A-3"** (the "**Downtown Doral Property**").

D. The C2 Property, B2 Property and Downtown Doral Property collectively constitute the entire property which is the subject of this Agreement (the "**Property**"), which is legally described on **Exhibit "B"**.

E. The Property is intended to be developed as a mixed-use (retail and residential) development to be constructed in multiple buildings and/or phases on separate parcels within the Property (each, a "**Developable Parcel**").

F. The surface of the portions of the Property shown as cross-hatched on **Exhibit "C"** (the "**Access Parcels**") are intended to be used for vehicular and pedestrian ingress to and

egress from the Developable Parcels within the Property to and from the dedicated streets and roads adjacent to the Property.

G. In order to address and comply with certain City of Doral ("**Doral**" or the "**City**") and Miami Dade County, Florida ("**County**") subdivision regulations, the Owners have executed a covenant in lieu of unity of title, which was recorded in Official Records Book 29231 at page 1532 of the public records of the County (the "**Covenant**").

H. The Covenant requires that the Owners prepare, and the Owners desire to enter into, this Agreement in connection with the development and use of the Property on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners agree and covenant, for themselves, their heirs, successors and assigns, as follows:

1. **Grant of Easements.**

(A) **Access Easements.** Each Owner hereby grants to each of the other Owners, their successors and assigns, and to their respective tenants, customers, invitees, and licensees, and reserves unto itself, its successors and assigns and its tenants, customers, invitees, and licensees, non-exclusive easements (the "**Access Easements**"):

- (i) over and across the surface of the portion of each of the Access Parcels located on such Owner's property for pedestrian and vehicular ingress to and egress from the Developable Parcels to the dedicated streets and roads adjacent to the Property;
- (ii) over and across the paved surface vehicular driveways within the Developable Parcels (but specifically excluding (x) any parking spaces within or adjacent to such Developable Parcels and (y) the paved surface vehicular driveways in the parking area(s) along N.W. 87th Avenue, which parking area(s) are graphically depicted and identified as the Retail Parking Area on **Exhibit "D"** hereto) for the passage of vehicles through such Developable Parcel to the Access Parcels and/or directly to the dedicated streets and roads adjacent to the Property; and
- (iii) for the passage of pedestrians over and across the sidewalks, walkways and other portions of the Developable Parcels designed and available to the public for such purpose.

(B) **Utility and Foundation Easements.** Each Owner hereby grants to each of the other Owners, their successors and assigns, and reserves unto itself, its successors and assigns, non-exclusive easements (the "**Utility and Foundation Easements**," and together with the Access Easements, the "**Easements**"):

- (i) for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities and drainage facilities in the

locations shown in the plans and specifications approved by Doral and/or the County for the initial development of the Developable Parcels; and

- (ii) for the installation, use, maintenance, repair, replacement and removal of footings, supports and foundations in the locations shown in the plans and specifications approved by Doral and/or the County for the initial development of the Developable Parcels.

(C) Reservations. The Owners:

- (i) reserve the right to grant easements to utility companies over and across their respective portion(s) of the Property;
- (ii) reserve the right to and intend to grant access, parking and other easements to each other and to other entities and Associations (defined below) over and across their respective portion(s) of the Property (the "**Other Easements**");
- (iii) intend to enter into appropriate agreements (the "**Reciprocal Agreements**") to address the maintenance and repair of the Access Parcels and other shared facilities described therein (the "**Shared Facilities**").

Any easements referenced in the Covenant and not expressly provided herein have been waived by the Director of the City of Doral Planning and Zoning Department with respect to the development of the property in substantial conformity with the site plan entitled "MDX Downtown Doral"; plans by Finfrock dated 10/9/2013, plans by The Sieger Suarez Architectural Partnership dated 10/11/2013, Sheets A2.03; A2.04; A2.05; A2.06; A2.07; A2.08; A2.09; A2.10; A2.11; A2.12; A2.13; A4.01; A4.02; A4.03; and A4.04 by Sieger Suarez Architectural Firm dated 2/27/2014 and plans by Beame Architectural Partnership dated 10/11/2013 ("Plan"). The Owners acknowledge and agree that in the event of development of the Property which is not in substantial conformity with the Plan, that additional easements may be required by the City.

2. **Reservations/Cooperation.** The Owners reserve unto themselves, their successors and assigns, the right and privilege of (i) using and granting to others any and all rights in and to the portion(s) of the Property owned by such Owner for any purpose not inconsistent with the Easements, (ii) realigning, reconfiguring and/or relocating, from time to time, at its/their sole cost and expense, all or any portion of the Easements so long as such realignment, reconfiguration or relocation complies with the requirements of applicable governmental authorities and does not materially and adversely affect the Easements granted herein and (iii) using and occupying, and granting to others the right to use and occupy, the surface of and airspace over and subsurface of and under the Property, to the extent such use and occupation does not materially and adversely interfere with the Easements granted herein. The Owners will reasonably cooperate with each other in connection with obtaining and/or renewing any permits or approvals from any governmental or quasi-governmental authorities necessary with respect to use and enjoyment of the rights herein; provided, however, nothing contained herein (A) shall grant, or be construed to grant, any other party the right to disturb, nor require removal of, any permanent structure on the Property, or (B) prevent any Owner from establishing reasonable

rules and regulations with respect to the use of any Access Parcel located on the portion of the Property owned by such Owner.

3. **Property Maintenance.** Each Owner, on behalf of itself and its successors and assigns, agrees to (i) maintain and keep in good repair the portion of the Access Parcels and Shared Facilities, if any, located on its Developable Parcel(s) (as applicable, the “**Common Area**”), (ii) keep its Common Area(s) free and clear of rubbish and obstructions of every nature, and (iii) provide adequate drainage and lighting for its Common Area(s) (collectively, the “**Obligations**”), which Obligations will be performed (A) at the sole cost and expense of the Owner with respect to its Common Area(s), (B) in accordance with all applicable laws, rules and regulations, and (C) in a manner designed to minimize interruption to and disruption of the use and operation of the Easements by the other Owners and permitted users described in **Section 1** above. Notwithstanding anything contained herein, the Owners may, from time to time, enter into Reciprocal Agreements and/or Other Easements whereby the Obligations, or portions thereof, may be shared by the Owners and/or delegated to one or more Associations (as hereinafter defined); provided, however, no such sharing or delegation shall relieve any Owner from being responsible for its Obligations with respect to its Common Area(s).

4. **Rights of Designees.** The Easements set forth in this Agreement shall benefit the parties described in **Section 1** above; provided, however, that nothing contained herein shall be deemed to be a dedication, conveyance or grant to the public in general nor to any persons or entities except as expressly set forth herein.

5. **Severability.** If any provision of this Agreement shall be invalid or shall be determined to be void by any court of competent jurisdiction, then such provision or determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

6. **Headings.** The headings set forth herein are merely for convenience and shall not be deemed to in any way expand or limit the interpretation of the provisions of this Agreement.

7. **Term.** This Agreement shall become effective upon recordation and shall continue for a term of 30 years from the effective date, thereafter automatically renewed for 10 year periods, unless released sooner with the written consent of the then owners of the Property with the prior approval of the Director of the City of Doral Department of Planning and Zoning.

8. **Covenant Running with the Land.** The Easements hereby granted and the requirements herein contained shall run with the land and shall inure to the benefit of, and be binding upon, the Owners and their respective successors and assigns. Notwithstanding anything else in this Agreement to the contrary, if any portion of the Property is (i) submitted to the condominium form of ownership (each, a “**Condominium Parcel**”) pursuant to one or more declarations of condominium (each, a “**Condominium Declaration**” and each association created by such declaration, a “**Condominium Association**”), or (ii) conveyed pursuant to a deed (such deed, the “**Master Association Deed**” and together with each Condominium Declaration, an “**Operative Instrument**”) to a master association (the “**Master Association**”),

and together with each Condominium Association, each an "**Association**") (any portion of the Property which is so submitted or conveyed, a "**Transferred Parcel**"), upon the recordation of each Operative Instrument, (A) the Owner(s) of the applicable Transferred Parcel shall be deemed to have assigned to the transferee (i.e., the applicable Association) its/their rights, duties and obligations under **Sections 1B, 1C, 2 and 3** of this Agreement with respect to the Transferred Parcel(s) (the "**Transferred Interest**"), (B) the Owner(s) of the applicable Transferred Parcel shall be released from any liability relating to such Transferred Interest accruing after the recordation of the Operative Instrument, and (C) the transferee (i.e., the applicable Association) shall be deemed to have assumed all duties and obligations with respect to, and shall have the sole right and power to exercise and enforce, such Transferred Interest from and after the recordation of the Operative Instrument. For lack of doubt, nothing contained herein shall be construed to limit or restrict the use and enjoyment of the Access Easements by owners of condominium units in the Condominium Parcels and/or members of the Master Association and their respective tenants, customers, invitees, and licensees.

9. **Amendment/Release.** The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument executed by the then-Owner(s) of the Property or, with respect to the Transfer Parcels, by the transferee Association(s), as aforesaid, provided that the same is also approved by the Director of the City of Doral Planning and Zoning Department or her/his successor. Should this Agreement be so released, amended or modified, the Director of the City of Doral Planning and Zoning Department or her/his successor, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

10. **Remedies.** Enforcement of this Agreement shall be exclusively by action at law or in equity against any parties or persons violating or attempting to violate any provision of this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of its attorney, at trial and appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

11. **Further Assurances.** This Agreement shall not be more strictly construed against any one of the parties in any claim under any provisions hereto. In constructing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

12. **Severability.** If any provision of this Agreement shall be invalid or shall be determined to be void by any court of competent jurisdiction, then such provision or determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. It is the intention of the Owners that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

[SIGNATURES TO FOLLOW]

IN WITNESS whereof, the parties have signed this Agreement as of the day and year first above written.

WITNESSES:

**PARCEL C2 PROPERTY, LLC, a Florida
limited liability company**

[Signature]
Signature
Stephanie Gonzalez
Print Name

[Signature]
Signature
MARILYN GARBETT
Print Name

By: *[Signature]*
Name: K. LAWRENCE GRAGG
Title: VP

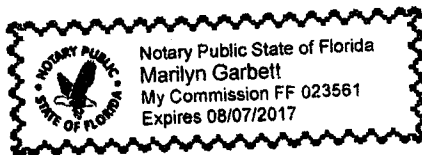
STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS:

The foregoing instrument was acknowledged before me this 2nd day of April, 2014, by K. Lawrence Gragg, as Vice President of PARCEL C2 PROPERTY, LLC, on behalf of the said limited liability company and for the purposes stated above. (He/she personally appeared before me, is personally known to me or produced _____ as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: *[Signature]*
Print Name: MARILYN GARBETT



WITNESSES:

PARCEL B2 PROPERTY, LLC, a Florida
limited liability company

Stephanie Gonzalez
Signature
Stephanie Gonzalez
Print Name

Marilyn Garbett
Signature
MARILYN GARBETT
Print Name

By: *K. Lawrence Gragg*
Name: K. LAWRENCE GRAGG
Title: VP

STATE OF FLORIDA)

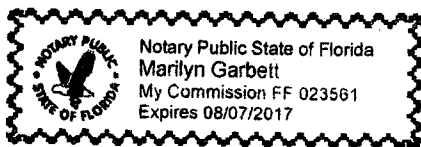
COUNTY OF MIAMI-DADE)

SS:

The foregoing instrument was acknowledged before me this 22nd day of March, 2014, by K. Lawrence Gragg, as Vice President of PARCEL B2 PROPERTY, LLC, on behalf of the said limited liability company and for the purposes stated above. He/she personally appeared before me, is personally known to me or produced _____ as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: *Marilyn Garbett*
Print Name: MARILYN GARBETT



WITNESSES:

DOWNTOWN DORAL RETAIL HOLDINGS,
LLC, a Florida limited liability company

Signature [Signature]
 Print Name Stephanie Gonzalez
 Signature [Signature]
 Print Name Marilyn Garbett

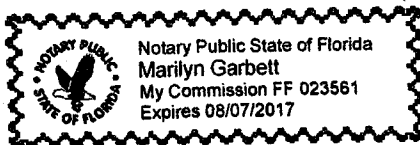
By: [Signature]
 Name: K. LAWRENCE GRAGG
 Title: VP

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

The foregoing instrument was acknowledged before me this 22nd day of April, 2014, by K. Lawrence Gragg, as Vice President of DOWNTOWN DORAL RETAIL HOLDINGS, LLC, on behalf of the said limited liability company and for the purposes stated above. He/she personally appeared before me, is personally known to me or produced _____ as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: [Signature]
 Print Name: MARILYN GARBETT



CONSENT OF CITY OF DORAL

The undersigned consents to the foregoing Declaration of Easement and Operating Agreement and acknowledges and agrees that: (i) the foregoing Agreement complies with and satisfies the requirements of the Covenant referenced in Recital G of this Agreement, (ii) the easements referenced in the Covenant and not provided for in this Agreement are hereby waived unless and until the Owners propose to develop the Property in a manner which does not substantially conform to the Plan at which time the City may require additional easements, and (iii) upon recordation of this Agreement in the Public Records of Miami-Dade County, Florida, portions of the Property may further be conveyed and/or encumbered separately without the necessity of subdivision or replat.

CITY OF DORAL

By: 

JULIAN PEREZ

Planning and Zoning Director

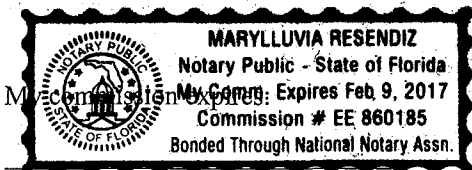
STATE OF FLORIDA)

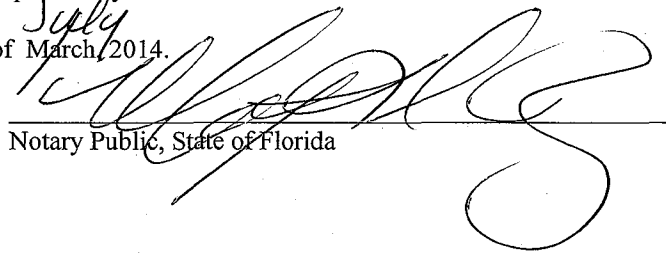
COUNTY OF MIAMI-DADE)

SS:

I certify that on this date before me, an officer duly authorized in the State and City named above to take acknowledgements, personally appeared JULIAN PEREZ, known to me to be the person described in and who executed the foregoing instrument as the Planning and Zoning Director of the City of Doral, State of Florida. He acknowledged before me that he executed the foregoing instrument as the City Planning and Zoning Director on behalf of the City of Doral, Florida. Nathan Kogon is personally known to me and did not take an oath.

Executed and sealed by me on the 8 day of Sept March, 2014.




Notary Public, State of Florida

Approved by City Attorney as
to form and legal sufficiency:

Name: 

EXHIBIT A-1

Legal Description of C2 Property

LEGAL AND SKETCH**SURVEYOR'S NOTES:**

1. Bearings are based on an assumed value of N89°37'21"E along the centerline of Northwest 53rd Street in Miami-Dade County, Florida.
2. The survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
3. This sketch does not represent a land survey.
4. 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.

LEGEND:

P.B.	Plat Book	RW	Right of Way
PG.	Page	POC	Point of Commencement
POB	Point of Beginning	CL	Centerline
AC.	Acres		

LEGAL DESCRIPTION:

A portion of Tracts 4, 5, 7, and 8 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the northeast corner of Tract 7, said point being on the southerly right-of-way line of N.W. 53rd Street as shown on said plat; thence N89°37'21"E along said right-of-way line for 107.85 feet; thence S00°22'36"E for 64.86 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue S00°22'36"E for 321.06 feet; thence S89°37'24"W for 114.71 feet; thence N00°22'36"W for 24.00 feet; thence S89°37'24"W for 179.50 feet; thence N00°22'36"W for 36.80 feet; thence N89°37'24"E for 1.83 feet; thence N00°22'36"W for 240.92 feet; thence N89°37'24"E for 177.67 feet; thence S00°22'36"E for 4.25 feet; thence N89°37'24"E for 90.71 feet; thence N00°22'36"W for 23.59 feet; thence N89°37'24"E for 24.00 feet to the POINT OF BEGINNING, containing 1.93 acres, more or less. (Continued on Sheet 2)

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.

Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

THIS DOCUMENT CONSISTS OF THREE (3) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID NOR COMPLETE UNLESS ATTACHED TO THE OTHERS.

PROJ. NO: 2004 38 MXD DATE: 3-20-14

DRAWN: GB

CHECKED: AS

SCALE: NTS



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

Parcel C2B

SHEET 1 OF 3 SHEETS

March 20, 2014 8:14:17 a.m.

LEGAL DESCRIPTION*(Continued from Sheet 1)*

LESS AND EXCEPT the following described property below an elevation of 25.77 feet (NGVD 1929):

A portion of Tracts 4 and 7 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Tract 7, said point being on the south right-of-way line of N.W. 53rd Street as shown on said plat; thence S00°22'39"E for 84.20 feet; thence S89°37'24"W for 6.85 feet to the POINT OF BEGINNING of the following described parcel of land: thence S00°22'36"E for 47.87 feet; thence S89°37'24"W for 118.80 feet; thence S00°22'36"E for 229.85 feet; thence S89°37'24"W for 60.70 feet; thence N00°22'36"W for 36.80 feet; thence N89°37'24"E for 1.83 feet; thence N00°22'36"W for 240.92 feet; thence N89°37'24"E for 177.67 feet to the POINT OF BEGINNING, containing 0.51 acres, more or less.

LESS AND EXCEPT the following described property below an elevation of 15.27 feet (NGVD 1929):

A portion of Tracts 4 and 7 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Tract 7, said point being on the south right-of-way line of N.W. 53rd Street as shown on said plat; thence S00°22'39"E for 132.07 feet; thence S89°37'24"W for 6.85 feet to the POINT OF BEGINNING of the following described parcel of land: thence S00°22'36"E for 229.85 feet; thence S89°37'24"W for 118.80 feet; thence N00°22'36"W for 229.85 feet; thence N89°37'24"E for 118.80 feet to the POINT OF BEGINNING, containing 0.63 acres, more or less.

THIS DOCUMENT CONSISTS OF THREE (3) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID NOR COMPLETE UNLESS ATTACHED TO THE OTHERS.

PROJ. NO: 2004 38 MXD | DATE: 3-20-14 | DRAWN: GB | CHECKED: AS | SCALE: NTS



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

Parcel C2B

SHEET 2 OF 3 SHEETS

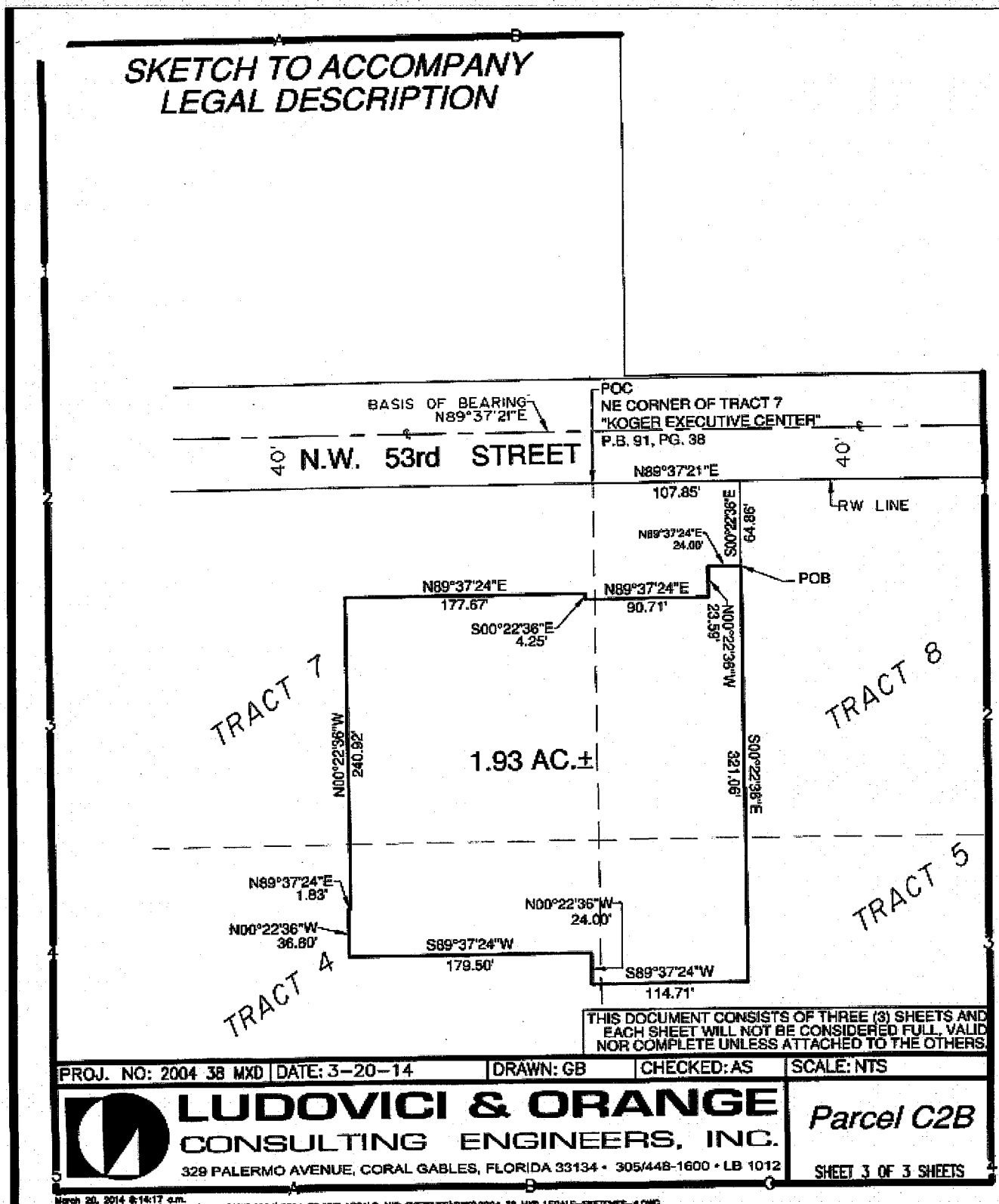


EXHIBIT A-2

Legal Description of B2 Property

LEGAL AND SKETCH**SURVEYOR'S NOTES:**

1. Bearings are based on an assumed value of S89°37'21"W along the centerline of Northwest 52nd Street in Miami-Dade County, Florida.
2. The survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
3. This sketch does not represent a land survey.
4. 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.

LEGEND:

P.B.	Plat Book	RW	Right of Way
PG.	Page	POC	Point of Commencement
POB	Point of Beginning	C	Centerline
AC.	Acres	RAD	Raidial Line

LEGAL DESCRIPTION:

A portion of Tract 4 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract 4, said point being on the northerly right-of-way line of N.W. 52nd Street as shown on said plat; thence S89°37'21"W along said right-of-way line for 6.86 feet to the POINT OF BEGINNING of the following described parcel of land: thence S89°37'21"W along said right-of-way line for 291.98 feet to a point of curvature; thence 38.71 feet along the arc of a curve to the right, having a radius of 25.00 feet and a central angle of 88°42'22 to a point of tangency on the easterly right-of-way line of N.W. 87th Avenue; thence N01°40'17"W along the right-of-way of N.W. 87th Avenue for 217.68 feet; thence N89°37'24"E for 142.40 feet; thence S00°22'36"E for 31.43 feet; thence N89°37'24"E for 179.50 feet; thence S00°22'36"E for 210.62 feet to a point on the northerly right-of-way line of N.W. 52nd Street, said point also being the POINT OF BEGINNING, containing 1.64 acres, more or less. (Continued on Page 2)

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.

Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID NOR COMPLETE UNLESS ATTACHED TO THE OTHERS.

PROJ. NO: 2004 38 MXD DATE: 2-5-14

DRAWN: GB

CHECKED: AS

SCALE: NTS



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

Parcel B2

SHEET 1 OF 3 SHEETS

February 03, 2014 10:57:37 AM

LEGAL DESCRIPTION*(Continued from Page 1)***LESS AND EXCEPT** the following described property below an elevation of 25.77 feet (NGVD 1929):

A portion of Tract 4 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract 4, said point being on the north right-of-way of N.W. 52nd Street as shown on said plat; thence N00°22'39"W for 186.62 feet; thence S89°37'24"W for 125.66 feet to the POINT OF BEGINNING of the following described parcel of land; thence S89°37'24"W for 58.87 feet; thence N00°22'36"W for 24.00 feet; thence N89°37'24"E for 58.87 feet; thence S00°22'36"E for 24.00 feet to the POINT OF BEGINNING, containing 0.03 acres, more or less.

LESS AND EXCEPT the following described property below an elevation of 15.27 feet (NGVD 1929):

A portion of Tract 4 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract 4, said point being on the north right-of-way of N.W. 52nd Street as shown on said plat; thence N00°22'39"W for 186.62 feet; thence S89°37'24"W for 6.86 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue S89°37'24"W for 118.80 feet; thence N00°22'36"W for 24.00 feet; thence N89°37'24"E for 118.80 feet; thence S00°22'36"E for 24.00 feet to THE POINT OF BEGINNING, containing 0.07 acres, more or less.

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND
EACH SHEET WILL NOT BE CONSIDERED FULL, VALID
NOR COMPLETE UNLESS ATTACHED TO THE OTHERS.

PROJ. NO: 2004 38 MXD | DATE: 2-5-14

DRAWN: GB

CHECKED: AS

SCALE: NTS



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

Parcel B2

SHEET 2 OF 3 SHEETS

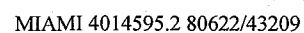


EXHIBIT A-3

Legal Description of Downtown Doral Property

LEGAL AND SKETCH**SURVEYOR'S NOTES:**

1. Bearings are based on an assumed value of N89°37'21"E along the centerline of Northwest 53rd Street in Miami-Dade County, Florida.
2. The survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
3. This sketch does not represent a land survey.
4. 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.

LEGEND:

P.B.	Plat Book	RW	Right of Way
RAD	Radial Line	POC	Point of Commencement
POB	Point of Beginning	CL	Centerline
AC.	Acres	RAD	Radial Line

LEGAL DESCRIPTION:

A portion of Tracts 7, 8, and 4 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of Tract 7, said point being on the southerly right-of-way line of N.W. 53rd Street as shown on said plat; thence N89°37'21"E along said right-of-way line for 123.86 feet; thence S00°22'36"E for 64.86 feet; thence S89°37'24"W for 40.00 feet; thence S00°22'36"E for 23.59 feet; thence S89°37'24"W for 90.71 feet; thence S00°22'36"E for 297.47 feet; thence S89°37'24"W for 177.67 feet; thence N00°22'36"W for 24.00 feet; thence S89°37'24"W for 1.83 feet; thence N00°22'36"W for 31.43 feet; thence S89°37'24"W for 142.40 feet to a point on the easterly right-of-way line of N.W. 87th Avenue; thence N01°40'17"W along said east right-of-way line for 56.41 feet; thence N01°42'56"W along said east right-of-way line for 248.57 feet to a point of curvature; thence 39.85 feet along the arc of the curve to the right having a radius of 25.00 and a central angle of 91°20'17" to a point of tangency on the southerly right-of-way line of N.W. 53rd Street; thence N89°37'21"E along said southerly right-of-way line for 9.00 feet to a point of curvature, a radial to said point bears N00°22'39"W; thence 6.32 feet, along the arc of a curve to the left, having a radius of 25.00 feet and central angle of 14°28'31" to a of intersection with a non-tangent line, a radial line to said point bears N14°51'10"W; thence S00°22'39"E for 24.21 feet; thence N89°37'21"E for 25.00 feet; thence N00°22'39"W for 25.00 feet to a point on said southerly right-of-way line of N.W. 53rd Street; thence N89°37'21"E, along said southerly right-of-way line for 283.09 feet to the POINT OF BEGINNING, containing 2.92 acres, more or less. (Continued on Page 2)

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.

Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID NOR COMPLETE UNLESS ATTACHED TO THE OTHERS.

PROJ. NO: 2004 38 MXD DATE: 2-5-14

DRAWN: GB

CHECKED: AS

SCALE: NTS



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

Retail

SHEET 1 OF 4 SHEETS

LEGAL DESCRIPTION*(Continued from Page 1)*

LESS AND EXCEPT the air rights above the following described property commencing at an elevation of 25.77 feet (NGVD 1929):

A portion of Tracts 4 and 7 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Tract 7, said point being on the south right-of-way of N.W. 53rd Street as shown on said plat; thence S00°22'39"E for 84.20 feet; thence S89°37'24"W for 6.85 feet to the POINT OF BEGINNING of the following described parcel of land: thence S00°22'36"E for 47.87 feet; thence S89°37'24"W for 118.80 feet; thence S00°22'36"E for 229.85 feet; thence S89°37'24"W for 60.70 feet; thence N00°22'36"W for 36.80 feet; thence N89°37'24"E for 1.83 feet; thence N00°22'36"W for 240.92 feet; thence N89°37'24"E for 177.67 feet to the POINT OF BEGINNING, containing 0.51 acres, more or less.

LESS AND EXCEPT the air rights above the following described property commencing at an elevation of 15.27 feet (NGVD 1929):

A portion of Tracts 4 and 7 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Tract 7, said point being on the south right-of-way of N.W. 53rd Street as shown on said plat; thence S00°22'39"E for 132.07 feet; thence S89°37'24"W for 6.85 feet to the POINT OF BEGINNING of the following described parcel of land: thence S00°22'36"E for 229.85 feet; thence S89°37'24"W for 118.80 feet; thence N00°22'36"W for 229.85 feet; thence N89°37'24"E for 118.80 feet to the POINT OF BEGINNING, containing 0.63 acres, more or less.

LESS AND EXCEPT the air rights above the following described property commencing at an elevation of 25.77 feet (NGVD 1929):

A portion of Tract 4 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract 4, said point being on the north right-of-way of N.W. 52nd Street as shown on said plat; thence N00°22'39"W for 186.62 feet; thence S89°37'24"W for 125.66 feet to the POINT OF BEGINNING of the following described parcel of land: thence S89°37'24"W for 58.87 feet; thence N00°22'36"W for 24.00 feet; thence N89°37'24"E for 58.87 feet; thence S00°22'36"E for 24.00 feet to the POINT OF BEGINNING, containing 0.03 acres, more or less. *(Continued on Page 3)*

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID NOR COMPLETE UNLESS ATTACHED TO THE OTHERS.

PROJ. NO: 2004 38 MXD | DATE: 2-5-14

| DRAWN: GB

| CHECKED: AS

| SCALE: NTS



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

Retail

SHEET 2 OF 4 SHEETS

LEGAL DESCRIPTION(Continued from Page 2)

LESS AND EXCEPT the air rights above the following described property commencing at an elevation of 15.27 feet (NGVD 1929):

A portion of Tract 4 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract 4, said point being on the north right-of-way of N.W. 52nd Street as shown on said plat; thence N00°22'39"W for 186.62 feet; thence S89°37'24"W for 6.86 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue S89°37'24"W for 118.80 feet; thence N00°22'36"W for 24.00 feet; thence N89°37'24"E for 118.80 feet; thence S00°22'36"E for 24.00 feet to THE POINT OF BEGINNING, containing 0.07 acres, more or less.

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID NOR COMPLETE UNLESS ATTACHED TO THE OTHERS.

PROJ. NO: 2004 38 MXD DATE: 2-5-14

DRAWN: GB

CHECKED: AS

SCALE: NTS



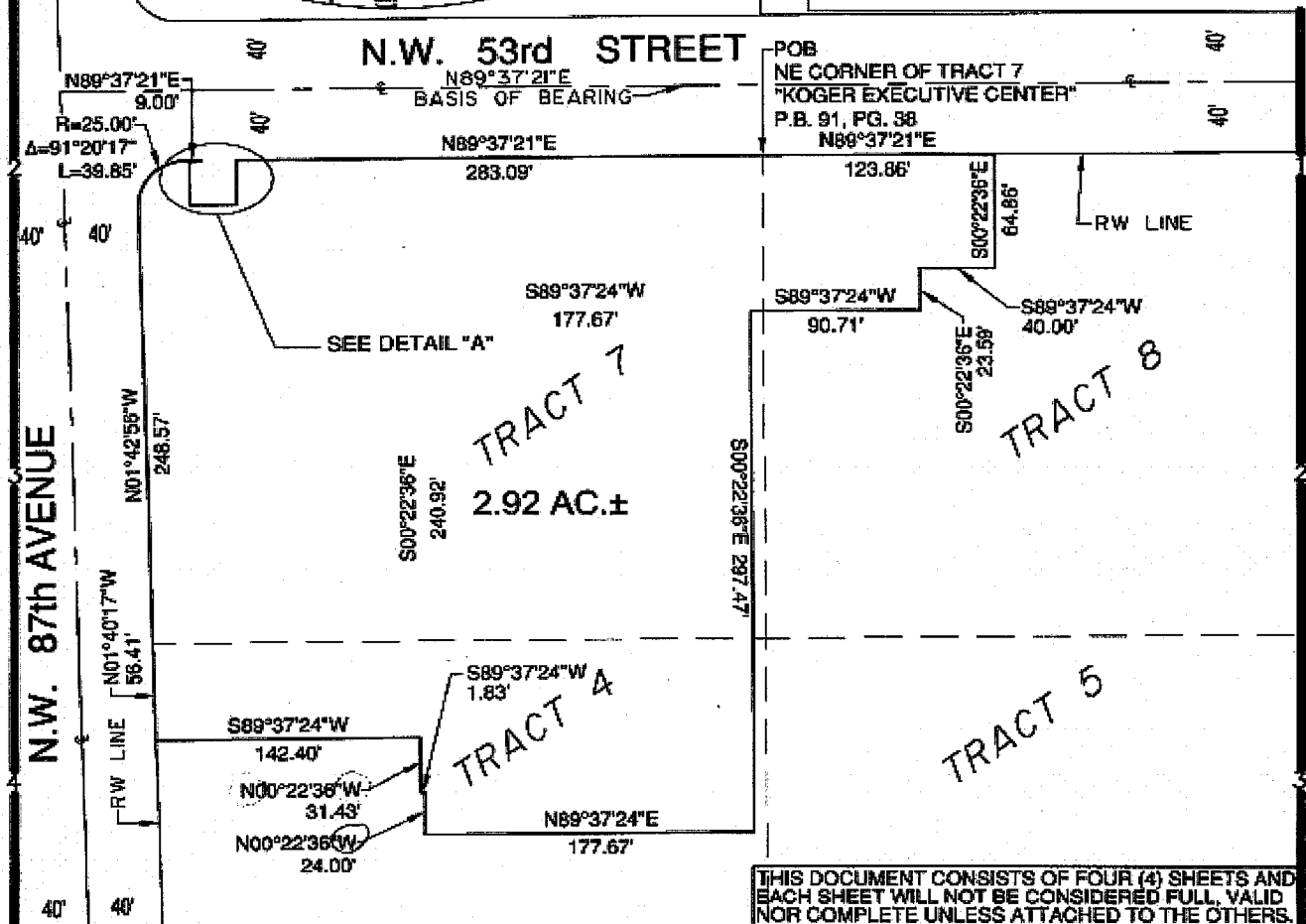
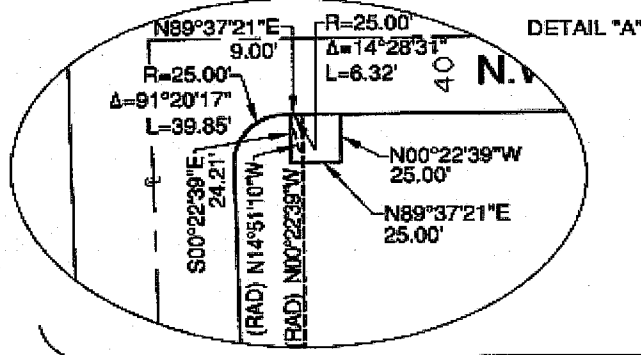
LUDOVICI & ORANGE
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Retail

SHEET 3 OF 4 SHEETS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID NOR COMPLETE UNLESS ATTACHED TO THE OTHERS.

PROJ. NO: 2004 38 MXD DATE: 2-5-14

DRAWN: GB

CHECKED: AS

SCALE: NTS



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CONSULTING ENGINEERS, INC.

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Retail

SHEET 4 OF 4 SHEETS

February 05, 2014 10:57:37 a.m.
FILE: \\LUDOVICI\DATA\SURVEY\PROJECTS\2004\2004 38 MXD LEGALS\DWG\2004 38 MXD LEGALS-SKETCHES-4.DWG

EXHIBIT B

Legal Description of entire Property

LEGAL AND SKETCH**SURVEYOR'S NOTES:**

1. Bearings are based on an assumed value of N89°37'21"E along the centerline of Northwest 53rd Street in Miami-Dade County, Florida.
2. The survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
3. This sketch does not represent a land survey.
4. 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.

LEGEND:

P.B.	Plat Book	AC.	Acres
PG.	Page	RW	Right of Way
POB	Point of Beginning	CL	Centerline

LEGAL DESCRIPTION:

A portion of Tracts 4, 5, 7, and 8 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of Tract 7, said point being on the southerly right-of-way line of N.W. 53rd Street as shown on said plat; thence N89°37'21"E along said right-of-way line for 123.86 feet; thence S00°22'36"E for 64.86 feet; thence S89°37'24"W for 16.00 feet; thence S00°22'36"E for 321.06 feet; thence S89°37'24"W for 114.71 feet; thence S00°22'36"E for 186.62 feet to a point on the northerly right-of-way line of N.W. 52nd Street; thence S89°37'21"W along said northerly right-of-way line for 291.98 feet to a point of curvature; thence 38.71 feet along the arc of said curve, having a radius of 25.00 feet and a central angle of 88°42'22" to a point of tangency on the easterly right-of-way line of N.W. 87th Avenue; thence N01°40'17"W along said easterly right-of-way line for 274.09 feet; thence N01°42'56"W along said easterly right-of-way line for 248.57 feet to a point of curvature; thence 39.85 feet along the arc of said curve to the right, having a radius of 25.00 and a central angle of 91°20'17" to a point of tangency on the southerly right-of-way line of N.W. 53rd Street; thence N89°37'21"E along said southerly right-of-way line for 9.00 feet to a point of curvature, a radial to said point bearing N00°22'39"W; thence 6.32 feet, along the arc of said curve to the left, having a radius of 25.00 feet and central angle of 14°28'31" to a point on a non-tangent line, a radial line to said point bearing N14°51'10"W; thence S00°22'39"E for 24.21 feet; thence N89°37'21"E for 25.00 feet; thence N00°22'39"W for 25.00 feet to a point on the southerly right-of-way line of N.W. 53rd Street; thence N89°37'21"E, along said southerly right-of-way line for 283.09 feet to the POINT OF BEGINNING, containing 5.26 acres, more or less.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.

Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID NOR COMPLETE UNLESS ATTACHED TO THE OTHERS.

PROJ. NO: 2004 38 MXD | DATE: 1-22-14

DRAWN: GB

CHECKED: AS

SCALE: NTS



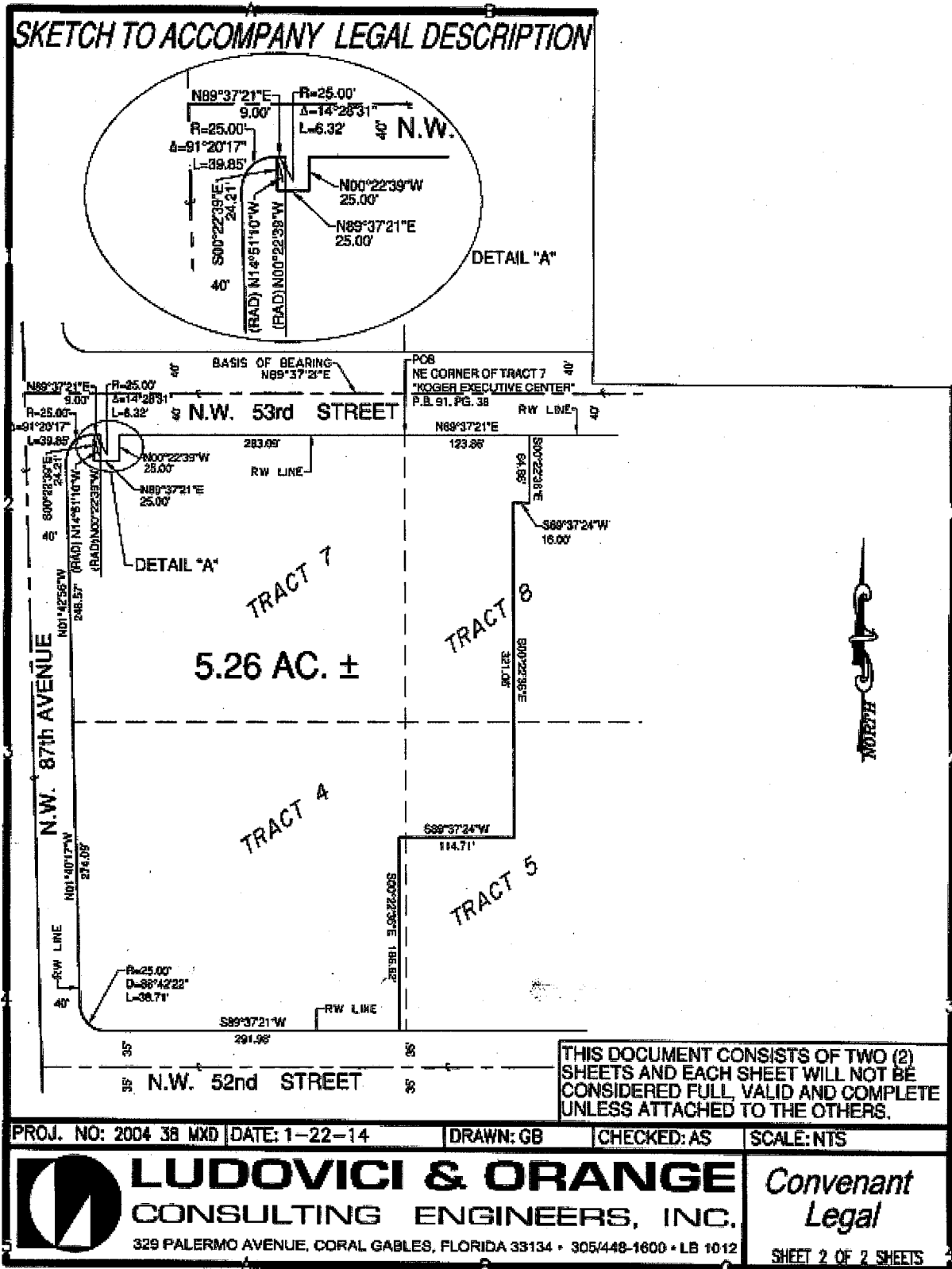
LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

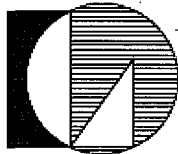
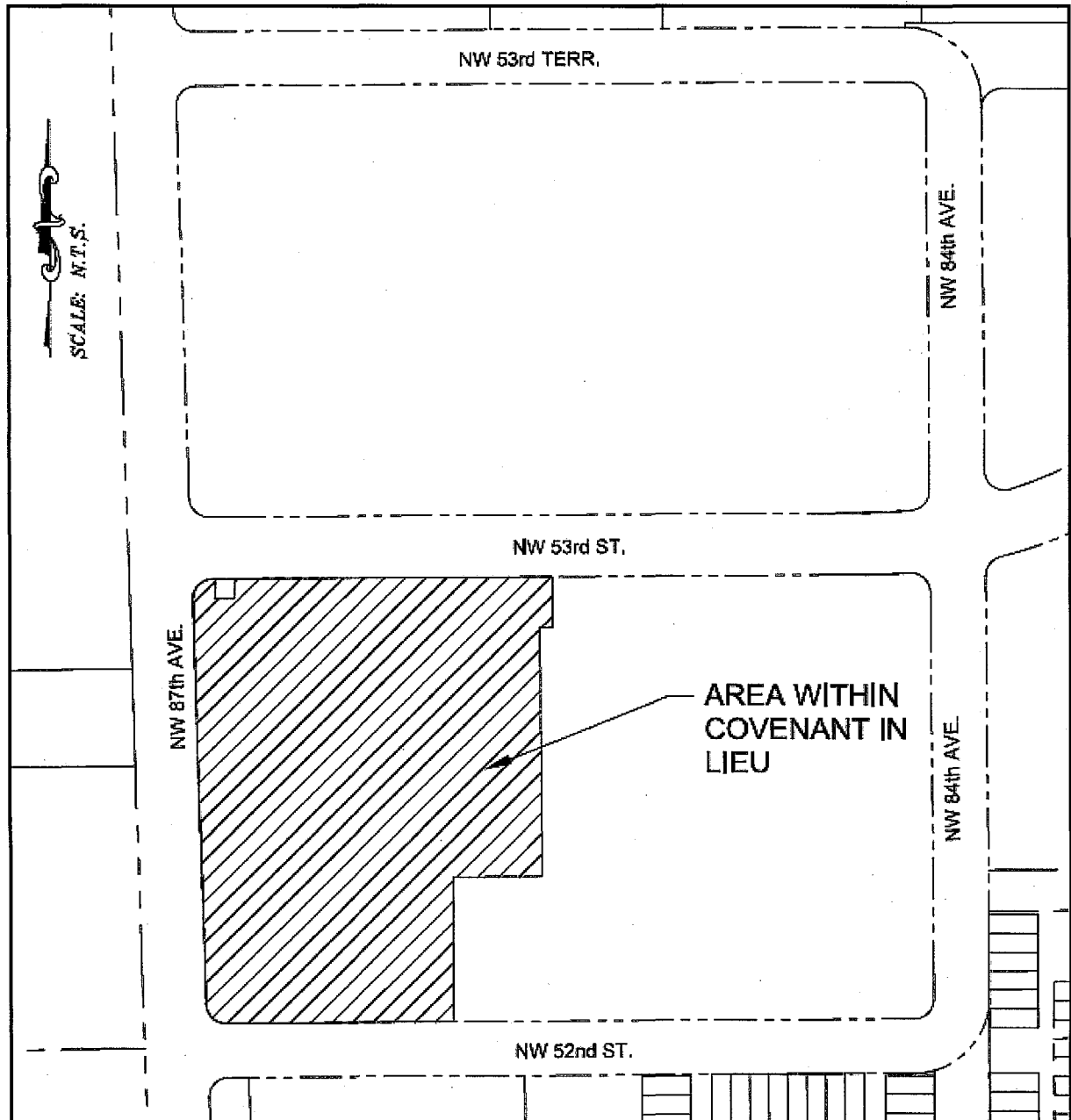
329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

*Convenant
Legal*

SHEET 1 OF 2 SHEETS

January 22, 2014 2:25:52 p.m.
OFLE: \\SERVER\DATA\SURVEY\PROJECTS\2004\2004 38 MXD LEGALS\DWG\2004 38 MXD LEGALS-SKETCHES-4.DWG
WDF: \\SERVER\DATA\SURVEY\PROJECTS\2004\2004 38 MXD LEGALS\DWG\2004 38 MXD COVENANT LEGAL.dwg C:\V\Long_Transfer_Map-2013-1126.dwg C:\V\MXD-Sketches-Leads-Sosa-2013-1216.dwg





LUDOVICI & ORANGE
CONSULTING ENGINEERS INC.
 329 PALERMO AVENUE, CORAL GABLES
 FLORIDA 33134
 TEL (305) 448-1600 FAX (305) 446-3876

Date: 01/22/2014	Drawn: AWA
Proj.No: 0438MXD	Checked: AWA
Proj.Name: DOWNTOWN DORAL - MXD	
EXHIBIT	
'A'	
SHEET 1 OF 1	

January 22, 2014 2:55:04 p.m.
 C:\DATA\PROJECTS\2004\0438 - MXD\DWG\EXHIBIT-JOINDER.DWG

EXHIBIT C

Legal Description of Access Parcels

LEGAL AND SKETCH**SURVEYOR'S NOTES:**

1. Bearings are based on an assumed value of S89°37'21"W along the centerline of Northwest 52nd Street in Miami-Dade County, Florida.
2. The survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
3. This sketch does not represent a land survey.
4. 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.

LEGEND:

P.B.	Plat Book	SF.	Square Feet
PG.	Page	RW	Right of Way
POB	Point of Beginning	POC	Point of Commencement
AC.	Acres	CL	Centerline

LEGAL DESCRIPTION:

A portion of Tracts 4 and 5 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract 4, said point being on the north right-of-way of N.W. 52nd Street as shown on said plat; thence N00°22'39"W for 186.62 feet to the POINT OF BEGINNING of the following described parcel of land; thence S89°37'24"W for 6.86 feet; thence N00°22'36"W for 24.00 feet; thence N89°37'24"E for 114.71 feet; thence S00°22'36"E for 24.00 feet; thence S89°37'24"W for 114.71 feet to the POINT OF BEGINNING, containing 0.06 acres, more or less.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.

Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

THIS DOCUMENT CONSISTS OF TWO (2)
SHEETS AND EACH SHEET WILL NOT BE
CONSIDERED FULL, VALID NOR COMPLETE
UNLESS ATTACHED TO THE OTHERS.

PROJ. NO: 2004 38 MXD DATE: 12-31-13

DRAWN: GB

CHECKED: AS

SCALE: NTS



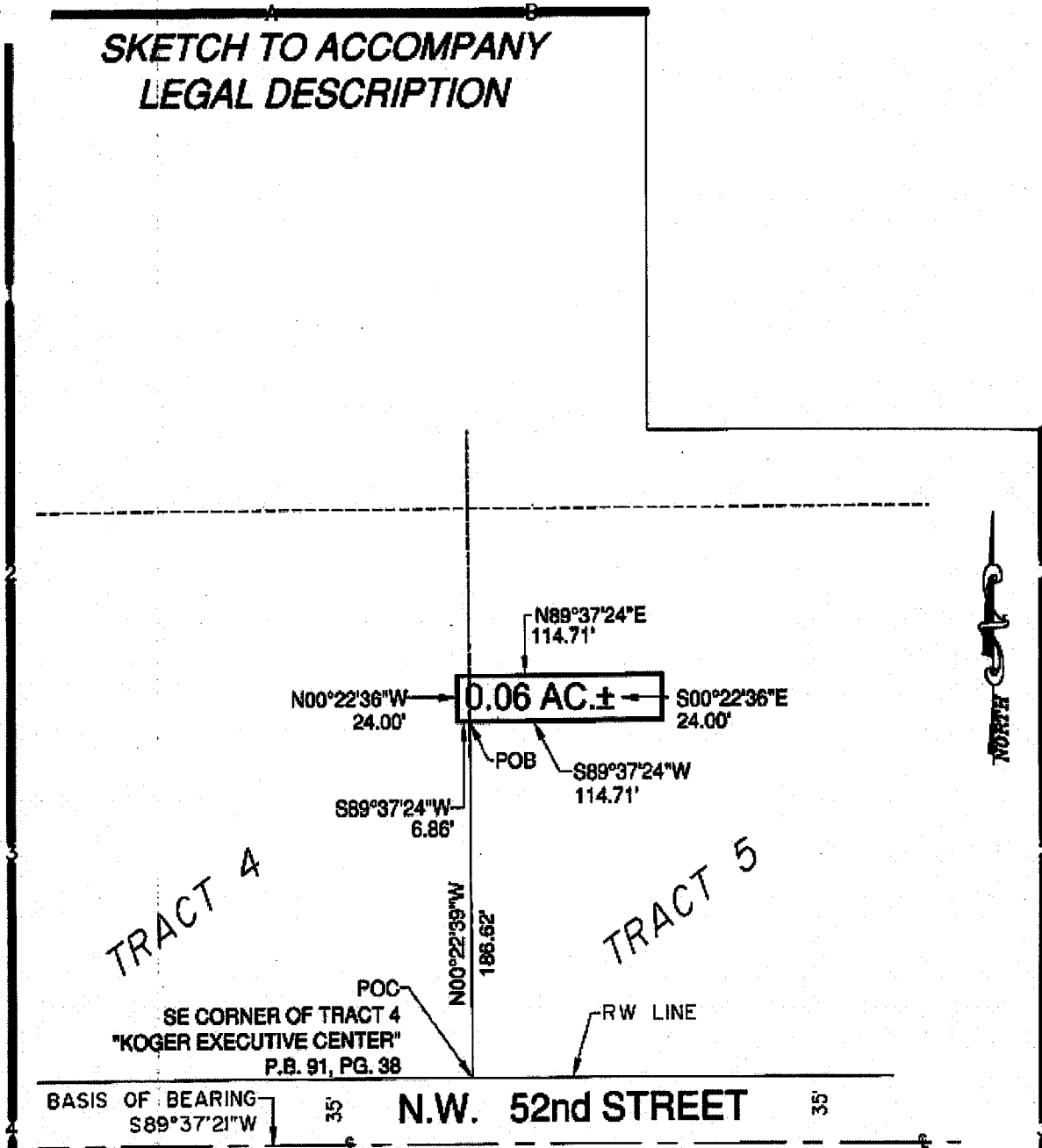
LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

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C2-9

SHEET 1 OF 2 SHEETS

December 27, 2013 1:33:20 pm

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

PROJ. NO: 2004 38 MXD | DATE: 12-31-13

DRAWN: GB

CHECKED: AS

SCALE: NTS



LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

C2-9

SHEET 2 OF 2 SHEETS

December 30, 2013 2:50:24 a.m.

LEGAL AND SKETCH**SURVEYOR'S NOTES:**

1. Bearings are based on an assumed value of $S01^{\circ}40'17''E$ along the centerline of Northwest 87th Avenue immediately west of Tract 4 as shown in "Koger Executive Center", Plat Book 91 at Page 38 of the Public Records of Miami-Dade County, Florida.
2. The survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
3. This sketch does not represent a land survey.
4. 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.

LEGEND:

P.B.	Plat Book	SF.	Square Feet
PG.	Page	RW	Right of Way
POB	Point of Beginning	POC	Point of Commencement
AC.	Acres	CL	Centerline

LEGAL DESCRIPTION:

A portion of Tract 4 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Tract 7, said point being on the east right-of-way of N.W. 87th Avenue as shown on said plat; thence $S01^{\circ}40'17''E$ along said right-of-way for 55.49 feet to the POINT OF BEGINNING of the following described parcel of land: thence $N89^{\circ}37'24''E$ for 142.40 feet; thence $S00^{\circ}22'36''E$ for 24.00 feet; thence $S89^{\circ}37'24''W$ for 141.85 feet to a point on the east right-of-way of N.W. 87th Avenue; thence $N01^{\circ}40'17''W$ along said right-of-way for 24.01 feet to the POINT OF BEGINNING, containing 0.08 acres, more or less.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

THIS DOCUMENT CONSISTS OF TWO (2)
SHEETS AND EACH SHEET WILL NOT BE
CONSIDERED FULL, VALID NOR COMPLETE
UNLESS ATTACHED TO THE OTHERS.

PROJ. NO: 2004 38 MXD | DATE: 1-24-14

DRAWN: GB

CHECKED: AS

SCALE: NTS



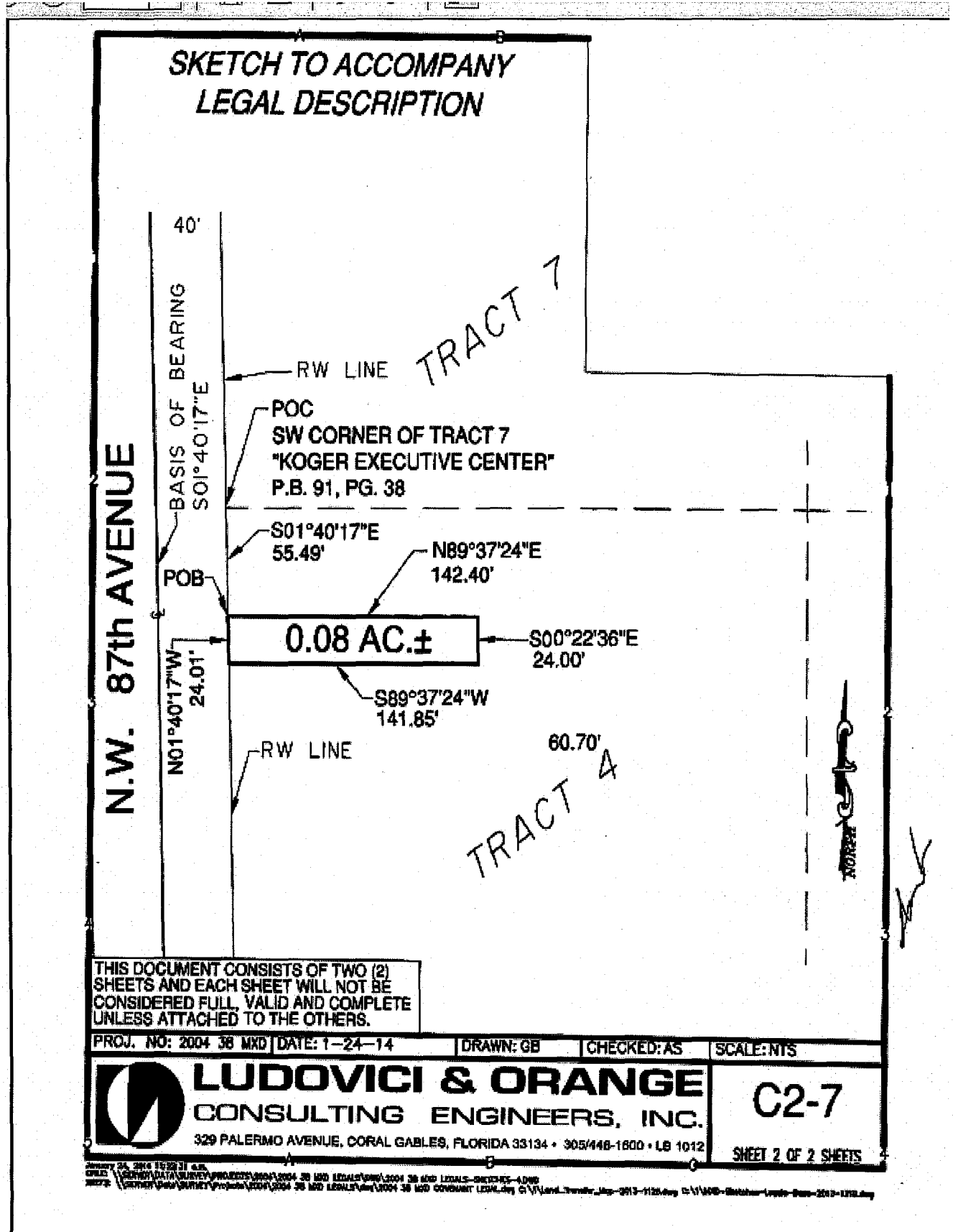
LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

C2-7

SHEET 1 OF 2 SHEETS

January 24, 2014 10:08:28 a.m.
FILE: \\server\data\survey\PROJECTS\2004\2004 38 MXD LEGAL\LEGAL\2004 38 MXD LEGAL-SKETCHES-4.dwg
2007: \\server\data\survey\PROJECTS\2004\2004 38 MXD LEGAL\LEGAL\2004 38 MXD LEGAL-SKETCHES-4.dwg
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2013: \\server\data\survey\PROJECTS\2004\2004 38 MXD LEGAL\LEGAL\2004 38 MXD LEGAL-SKETCHES-4.dwg



LEGAL AND SKETCH**SURVEYOR'S NOTES:**

1. Bearings are based on an assumed value of N89°37'21"E along the south right-of-way of Northwest 53rd Street in Miami-Dade County, Florida.
2. The survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
3. This sketch does not represent a land survey.
4. 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.

LEGEND:

P.B.	Plat Book	SF.	Square Feet
PG.	Page	RW	Right of Way
POB	Point of Beginning	POC	Point of Commencement
AC.	Acres	CL	Centerline

LEGAL DESCRIPTION:

A portion of Tracts 7 and 8 of "KOGER EXECUTIVE CENTER", according to the plat thereof recorded in Plat Book 91 at page 38 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Tract 7, said point being on the south right-of-way of N.W. 53rd Street as shown on said plat; thence S00°22'39"E for 88.45 feet to the POINT OF BEGINNING of the following described parcel of land; thence N89°37'24"E for 83.86 feet; thence N00°22'36"W for 23.59 feet; thence N89°37'24"E for 24.00 feet; thence S00°22'36"E for 47.59 feet; thence S89°37'24"W for 114.71 feet; thence N00°22'36"W for 24.00 feet; thence N89°37'24"E for 6.85 feet to the POINT OF BEGINNING, containing 0.08 acres, more or less.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.

Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

THIS DOCUMENT CONSISTS OF TWO (2)
SHEETS AND EACH SHEET WILL NOT BE
CONSIDERED FULL, VALID NOR COMPLETE
UNLESS ATTACHED TO THE OTHERS.

PROJ. NO: 2004 38 MXD | DATE: 12-30-13

DRAWN: GB

CHECKED: AS

SCALE: NTS



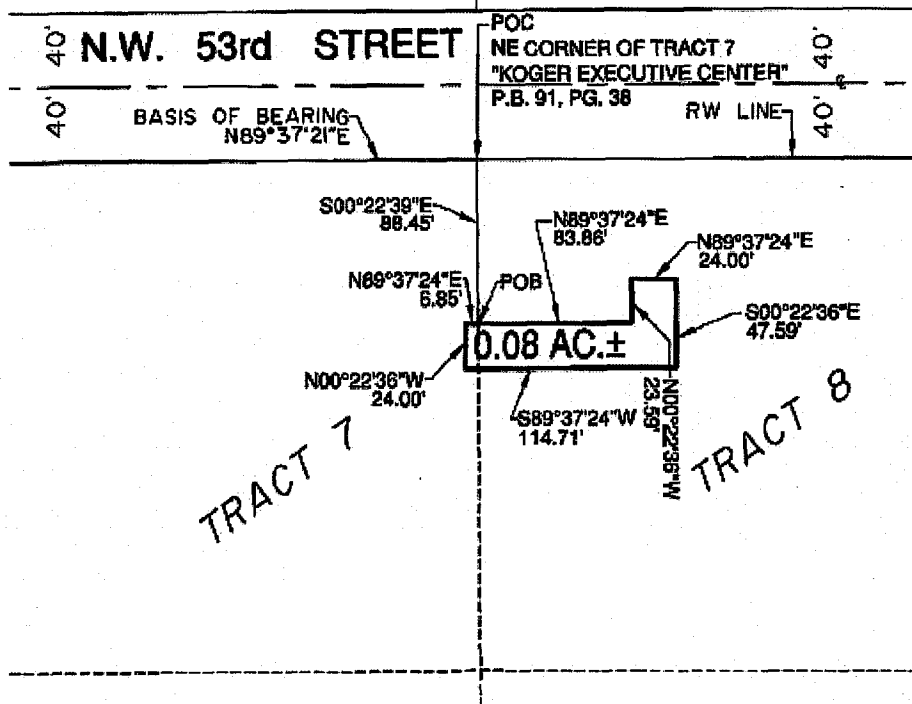
LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

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C2-4

SHEET 1 OF 2 SHEETS

December 30, 2013 7:08:10 a.m.
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**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

THIS DOCUMENT CONSISTS OF TWO (2)
SHEETS AND EACH SHEET WILL NOT BE
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UNLESS ATTACHED TO THE OTHERS.

PROJ. NO: 2004 38 MXD | DATE: 12-30-13

DRAWN: GB

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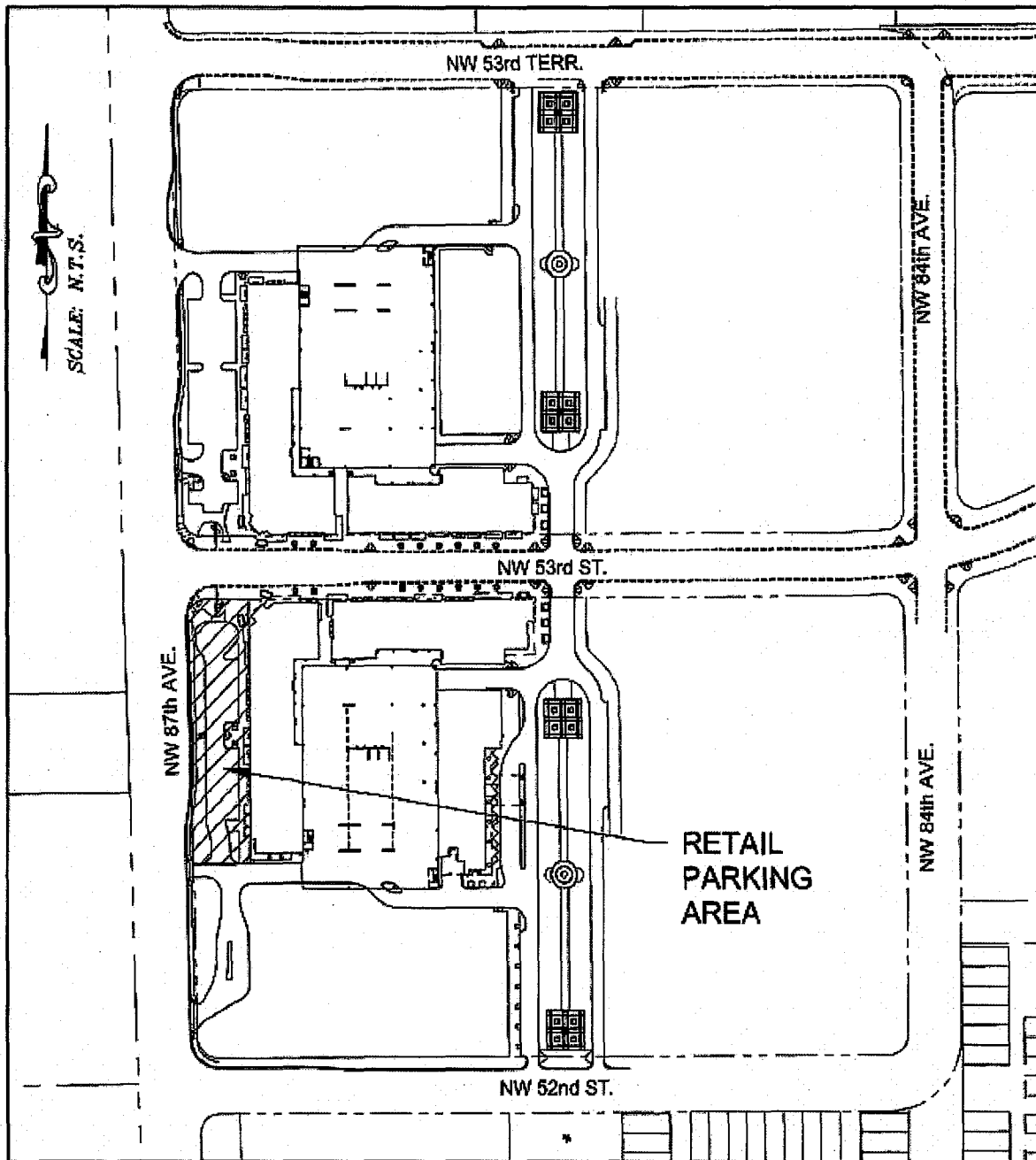
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SHEET 2 OF 2 SHEETS

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2004 38 MXD LEGALS-SKETCHES-04 (12-30-13).DWG

EXHIBIT D

Graphic Depiction of Parking Area



LUDOVICI & ORANGE
CONSULTING ENGINEERS INC.
329 PALERMO AVENUE, CORAL GABLES
FLORIDA 33134
TEL (305) 448-1600 FAX (305) 446-3876

Date: 01/17/2014	Drawn: AWA
Proj.No: 0438MXD	Checked: AWA
Proj.Name: DOWNTOWN DORAL - MXD	
EXHIBIT 'C'	
SHEET 1 OF 1	

January 17, 2014 10:39:31 a.m.
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