

This instrument was prepared by:
Name: Tracy R. Slavens
Address: Hoffand & Knight, LLP
701 Brickell Avenue, Suite 3300
Miami, FL 33131

(Space reserved for Clerk)

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT is entered into this 13th day of March, 2015 (the "Effective Date") by and between DORAL OFFICE SPACE, LLC ("Owner"), having a place of business at 9600 NW 25 Street, Doral, Florida 33172, Bristol Doral I, LLC, a Delaware limited liability company ("Bristol"), with an address of 400 Montgomery Street, Suite 400, San Francisco, California 94104, and Planet Air Sports-Doral, L.L.C., a Florida limited liability company ("Planet Air"), having a place of business as 1900 NW 92 Avenue, North Space, Doral, Florida 33172.

RECITALS

WHEREAS, the Owner is the owner of the parcel of real property described in Exhibit A to this Agreement ("Parcel 1").

WHEREAS, Bristol is the owner of the parcel of real property described in Exhibit B to this Agreement ("Parcel 2").

WHEREAS, Planet Air is the lessee of the north 45,813 square foot portion of the building located within Parcel 2.

WHEREAS, Planet Air intends to operate a 45,813 square foot indoor sports facility within the north portion of the existing structure on the Parcel 2 and which parcel presently contains 80 surface parking spaces designated for the proposed indoor sports facility use as depicted in the site plan entitled "Interior Alterations Planet Air Sports," as prepared by Akdoruk Shather & Associates, Inc., and consisting of one sheet dated July 18, 2014.

WHEREAS, Planet Air can accommodate the weekday parking demand for the proposed indoor sports facility within the Parcel 2.

WHEREAS, The demand for the parking on Parcel 2 during weekend and holidays days for the proposed indoor sports facility is 96 spaces, and, as such, Parcel 2 has a deficiency of 16 parking spaces.

WHEREAS, In order to accommodate the parking deficiency on Parcel 2, Planet Air herein agrees to 1) engage a valet parking provider to operate on Parcel 2 and

service the indoor sports facility's parking needs during its weekend and holiday hours of operation, and 2) provide additional parking for the employees of the indoor sports facility off-site on said days.

WHEREAS, The Parcel 1 is improved with office uses and has a minimal demand for parking spaces on weekends and holidays that results in a surplus of parking spaces during these times.

WHEREAS, Owner has agreed to provide for a parking easement over Parcel 1 in favor of Parcel 2 on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to each in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner and Planet Air hereby agree as follows:

1. Recitals. The above stated recitals are true and correct and incorporated herein by reference.
2. Easement Over Parcel 1 for Benefit of Parcel 2
 - a. Grant of Easement. Owner hereby grants, for the use and benefit of the then owner(s) of Parcel 2 and its or their successors and assigns, and all tenants, subtenants, and other occupants of Parcel 2 from time to time and their respective customers, guests, and invitees a perpetual non-exclusive easement for the access to and use of 16 parking spaces for vehicular parking over, upon, and across such spaces or areas as designated by the Owner of Parcel 1 for such parking spaces as they exist upon Parcel 1. The foregoing easement shall benefit and be appurtenant to Parcel 2 and shall burden Parcel 1.
 - b. Reservation of Rights. Notwithstanding the grant of easement pursuant to Paragraph 2.a. above, the Owner hereby reserves to the then owner(s) of Parcel 1 the right to alter, remove, repair, restore, and/or replace from time to time any such parking spaces or areas, driveways, access ways or roads, sidewalks, and/or walkways located from time to time on Parcel 1. Parcel 1 shall not reduce the number of parking spaces below the City of Doral Code requirement for the Parcel 1 uses plus the 16 parking spaces needed to accommodate the Parcel 2 parking space deficiency on weekends and holidays.
 - c. Maintenance. The Owner, its successors, and assigns, shall, at its sole cost and expense, maintain and repair the areas within Parcel 1 covered by the easement in Paragraph 2.a. above so as to keep same at all times in a safe, slightly, good, and functional condition.
3. Parking for Parcel 2. In order to accommodate parking deficiency on Parcel 2, Planet Air during weekend and holiday hours of operation, shall 1) engage a valet

parking provider to operate on Parcel 2 and service the indoor sports facility's parking needs during its weekend and holiday hours of operation, and 2) provide additional parking for the employees of the indoor sports facility off-site on said days. In accordance with the terms of easement granted pursuant to Paragraph 2 of this Agreement, the off-site parking for the employees of the indoor sports facility off-site shall be located on Parcel 1.

4. Compliance With City Code. Nothing herein contained shall in any way vary the parties' obligations to comply with the provisions of the City of Doral Land Development Code.
5. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcel 1 or of any portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third-party person, nor shall any third-party person be deemed to be a beneficiary of any of the provisions contained herein.
6. No Merger. Notwithstanding the union of (a) an ownership interest in any parcel or any portion thereof, or any other real property of the parties and (b) any right, title or interest in the easements granted or reserved by the parties pursuant to this Agreement, it is the intention of the parties hereto that the separation of such ownership interest and such right, title or interest in such easements shall be maintained, and that a merger shall not take place without the express prior written consent of all of the parties.
7. No Abandonment. Notwithstanding any applicable law, it is the intent of the parties that no easement granted or reserved hereunder be deemed abandoned or terminated merely by disuse or incompatible acts, rather, the easements granted hereunder shall continue in full force and effect, unless and until terminated by all of the parties, certified in a written agreement executed and duly recorded.
8. Notices. All Notices required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such notice is (a) received by the party intended, (b) delivered to the then designated address of the party intended, (c) rejected at the then designated address of the party intended, provided such notice was sent prepaid, or (d) sent via facsimile so long as the original copy is also sent via (i) or (ii) above on the same day. The initial addresses of the parties shall be:

Owner :	Doral Office Space, LLC 9600 NW 25 Street, Suite 2A Doral, Florida 33172 Attn: Mr. Anthony DeRosa
Planet Air:	Planet Air Sports-Doral, L.L.C. 1401 Green Road Pompano Beach, Florida 33064

Attn: Mr. Albert Zafrani

Bristol:

Bristol Doral I, LLC
c/o Bristol Group, Inc.
400 Montgomery Street, Suite 400
San Francisco, California 94104

City of Doral:

Planning & Zoning Department
8401 NW 53 Terrace, 2nd Floor
Doral, Florida 33166
Attn: Mr. Julian Perez

Each party shall be permitted to change its address for purposes of this Section by providing notice of such change to the other party.

9. City Inspection. As further part of this Agreement, it is hereby understood and agreed that any official inspector of the City of Doral, or its agents duly authorized, may have the privilege at any time during hours of operation of the indoor sports facility of entering and inspecting the use of Parcel 1 or Parcel 2 to determine whether the requirements of this Agreement are being complied with.
10. Authorization of the City of Doral to Withhold Permits. In the event the terms of this Agreement are not complied with, in addition to any other remedies available, the City of Doral is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Agreement is complied with.
11. Covenant Running with the Land. This Agreement, for its duration, shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare. This Agreement, on the part of the Owner, shall constitute a covenant running with the land and may be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned, and their heirs, successors and assigns.
12. Modification, Amendment, Release. This Agreement may be modified, amended, or released by, and only by, a written agreement signed by the City of Doral and all of the parties (and to the extent required by the terms of any applicable mortgage, the applicable mortgagee thereunder), and shall be effective only when recorded. No consent to the amendment of this Agreement shall ever be required of any person other than the parties and any applicable mortgagee, nor shall any person other than the City of Doral or the parties have any right to enforce any of the provisions hereof.
13. Termination. This Agreement shall terminate upon the permanent cessation of the indoor sports facility use or vacation of the Parcel 2 by Planet Air.
14. Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. 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 his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

15. Election of Remedies. All rights, remedies, and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.
16. Governing Law. This Agreement shall be governed by the laws of the State of Florida.
17. Owner. The Owner includes the Owner, its heirs, successors, and assigns.

[Execution Pages Follow]

JK

Signed, witnessed, executed and acknowledged on this 18 day of March, 2015.

Witnesses:

**City of Doral,
a Florida municipal corporation**

[Signature]
Signature

By: [Signature]
Julian Perez, Director
Planning and Zoning Department

Connie Diaz
Print Name

[Signature]
Signature

Karina La Rosa
Print Name

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by Julian Perez, the Director of the City of Doral Planning and Zoning Department, on behalf of the City. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 18 day of March, 2015, in the County and State aforesaid.



Elizabeth Alvarez
COMMISSION # EE654215
EXPIRES: JAN. 10, 2017
WWW.AASGNOTARY.COM

[Signature]
Signature

Notary Public-State of Miami Dade

Elizabeth Alvarez
Print Name

My Commission Expires:

Signed, witnessed, executed and acknowledged on this 11th day of March, 2015.

Witnesses:

DORAL OFFICE SPACE, LLC
a Florida limited liability company

Signature

By: *Anthony DeRosa*
Anthony DeRosa, Manager Member

Print Name

Signature

Print Name

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by Anthony DeRosa, the Manager Member of Doral Office Space, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____, as identification.

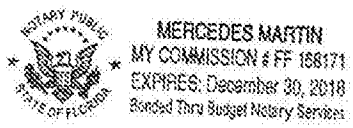
Witness my signature and official seal this 11th day of March, 2015, in the County and State aforesaid.

Mercedes Martin
Signature

Notary Public-State of Florida

Mercedes Martin
Print Name

My Commission Expires: 12-30-18



Signed, witnessed, executed and acknowledged on this 13th day of March, 2015.

Witnesses:

[Signature]
Signature

Sam Wiggin
Print Name

[Signature]
Signature

Kira Archibald
Print Name

BRISTOL DORAL I, LLC
a Delaware limited liability company

By: Bristol Industrial II, L.P., a Delaware limited partnership; its Sole Member

By: Bristol Investment Company III, LLC, a Delaware limited liability company, its General Partner

By: [Signature]

Jeffrey S. Kott
Print Name

Managing Partner
Title

STATE OF _____)
COUNTY OF _____)

In attached

The foregoing instrument was acknowledged before me by _____, the _____ of Bristol Doral I, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____, as identification.

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

Notary Public-State of _____

Signature

Print Name

My Commission Expires:

* Signature page for Parking Easement Agreement between Doral Office Space LLC, Bristol Doral I, Planet Air Sports - Doral & City of Doral

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

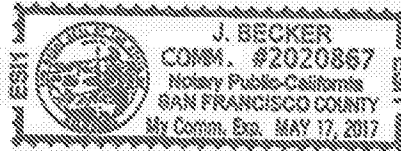
State of California
County of _____)

On March 13, 2015 before me, J. Becker, Notary Public
(insert name and title of the officer)

personally appeared Jeffrey Kott
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





Signature [Handwritten Signature] (Seal)

Signed, witnessed, executed and acknowledged on this 11th day of March, 2015.

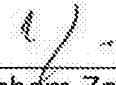
Witnesses:

PLANET AIR SPORTS-DORAL, L.L.C.,
a Florida limited liability company



 Signature


 Print Name

By: 

 Abraham Zafrani, Manager Member

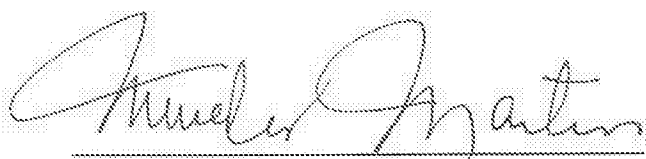
 Signature

 Print Name

STATE OF Florida)
)
 COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by Abraham Zafrani, the Manager Member of Planet Air Sports-Doral, L.L.C., a Florida limited liability company, on behalf of the corporation. He/She is personally known to me or has produced FL 2165-000-56-266-0, as identification.

Witness my signature and official seal this 11th day of March, 2015, in the County and State aforesaid.

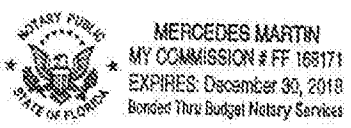


 Signature
Mercedes Martin

 Print Name

Notary Public-State of Florida

My Commission Expires: 12-30-15



JK

EXHIBIT A

Legal Description of Parcel 1:

**Lots 2 & 3, Block 1, FINGERLAKES COMMERCENTER,
according to the Plat thereof, as recorded in Plat Book 114,
Page 16, of the Public Records of Miami-Dade County, Florida.**

Parcel Identification Number: 35-3033-008-0020

Street Address: 9600 N.W. 25th Street, Miami, Florida 33172

EXHIBIT B

Legal Description of Parcel 2:

Lot 7, Block 1, of GOYA INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 117, Page 14, Public Records of Miami-Dade County, Florida.

Folio: 35-3033-012-0070

Address: 1900 NW 92 Avenue, Doral, FL