

MEMORANDUM

Agenda Item No. 5(B)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

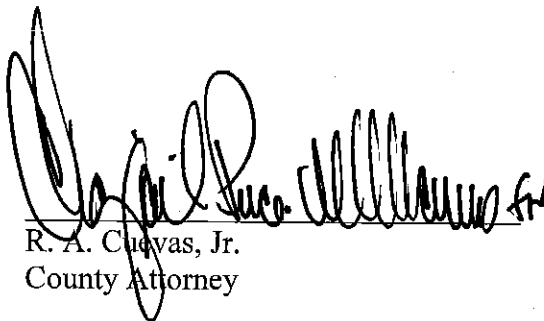
DATE: (Public Hearing 7-14-15)
June 2, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Ordinance granting Petition of Miami First, LLC, Miami Second, LLC, Miami Third, LLC, Miami Fourth, LLC, Miami A/I, LLC, and Forbes Miami NE 1st Avenue LLC, for establishment of a Community Development District; creating and establishing Miami World Center Community Development District; providing for name, powers and duties; providing description and boundaries; providing initial members of Board of Supervisors; accepting proffered declaration of restrictive covenants; providing severability, exclusion from the Code and an effective date

Ordinance No. 15-62

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.



R. A. Cuevas, Jr.
County Attorney

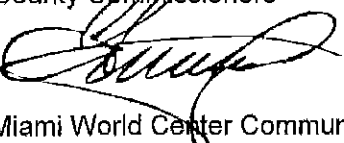
RAC/smm

Memorandum



Date: July 14, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Ordinance Creating the Miami World Center Community Development District

Recommendation

It is recommended that the Board of County Commissioners (BCC) adopt the attached Ordinance creating the Miami World Center Community Development District (CDD) within the City of Miami, Florida, pursuant to the authority granted by the Miami-Dade County (County) Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to acceptance of the declaration of restrictive covenants running with the lands within the jurisdiction of the CDD. The City of Miami has approved the creation of the Miami World Center CDD by Resolution No. R-15-0153, which replaced R-14-0086.

Scope

The Miami World Center CDD is located within Commissioner Audrey Edmonson's District 3 and will provide funding for capital improvements, as well as multipurpose maintenance functions, within the CDD.

Fiscal Impact/Funding Source

The creation of the Miami World Center CDD will have no fiscal impact to the County; it will be funded by special assessments. CDD funding is derived from assessments levied against the property within the CDD, which are secured by a lien against the property and collected directly by the CDD or through the annual Combined Real Property tax bill pursuant to an interlocal agreement with Miami-Dade County.

Track Record/Monitor

This development has private roads that are to be maintained by Homeowner Associations (HOA) or the Miami World Center CDD. With the City of Miami's approval, a special taxing district will be created to maintain the development's infrastructure, such as private roadways, private area storm drainage, and landscaping, should the CDD be dissolved or fail to fulfill its maintenance obligations. The special taxing district will remain dormant until such time as the City of Miami requests the County to implement the district.

Background

Miami First, LLC, Miami Second, LLC, Miami Third, LLC, Miami Fourth, LLC, Miami A/I, LLC, and Forbes Miami NE 1 Avenue LLC (collectively, "the Petitioners"), the owners of the Miami World Center Development, have filed an application to create the Miami World Center CDD in connection with said development. Miami World Center Development is a proposed 23.934 acre residential and commercial development within the municipal limits of the City of Miami, in an area bounded by NE 2 Avenue on the east, NE 6 Street on the south, North Miami Avenue on the west, and NE 11 Street on the north. The Miami World Center CDD is designed to provide a financing mechanism for community infrastructure, facilities, and services, along with certain ongoing operations and maintenance for the Miami World Center Development. The development plan for the lands within

Honorable Chairman Jean Monestime
and Members, Board of County Commissioners
Page 2

the proposed Miami World Center CDD include construction of 4,966 condo unit owners, 1,424 apartment units, 926,500 square feet of retail space, and 150 hotel rooms with associated roadway improvements, waste water collection system, water distribution system, storm water management, mass-transit facilities, landscaping/open space, lighting, and signage, which is estimated to cost approximately \$72.8 million. A detailed summary of CDD elements, as well as the cost and anticipated lack of fiscal impacts to government agencies, is presented in the attached application submitted by the Petitioners. In accordance with Florida Statute 190, the Petitioners have paid a filing fee of \$15,000 to the County.

Two (2) declaration of restrictive covenants have been submitted consistent with the requirements of Resolution R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06 which was adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at the time of closing. The restrictive covenants provide for notice in the public records of the projected taxes and assessments to be levied by the Miami World Center CDD; individual prior notice to the initial purchaser of a residential lot or unit within the development; and provisions for remedial options to initial purchasers whose contract for sale did not include timely notice of the existence and extent of CDD liens and special assessments.

This Board is authorized by the Florida Constitution and the County Home Rule Charter to establish governmental units such as this CDD within the County and to prescribe such government's jurisdiction and powers.



Alina T. Hudak
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 14, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 5(B)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(B)
7-14-15

ORDINANCE NO. 15-62

ORDINANCE GRANTING PETITION OF MIAMI FIRST, LLC, MIAMI SECOND, LLC, MIAMI THIRD, LLC, MIAMI FOURTH, LLC, MIAMI A/I, LLC, AND FORBES MIAMI NE 1ST AVENUE LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; ACCEPTING PROFFERED DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

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

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

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

WHEREAS, Miami First, LLC, a Delaware limited liability company, Miami Second, LLC, a Delaware limited liability company, Miami Third, LLC, a Delaware limited liability company, Miami Fourth, LLC, a Florida limited liability company, Miami A/I, LLC, a Delaware limited liability company, and Forbes Miami NE 1st Avenue LLC, a Michigan limited liability company (collectively, "Petitioners"), have petitioned for the establishment of the Miami World Center Community Development District ("District"); and

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

WHEREAS, the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area, thereby providing a solution to the County's planning, management and financing needs for delivery of capital infrastructure therein without overburdening the County and its taxpayers; and

WHEREAS, the Board of County Commissioners finds that the statements contained in the Petition are true and correct; and

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

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

WHEREAS, the creation of the District is the best alternative available for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the proposed services and facilities to be provided by the District will be compatible with the capacity and uses of existing local and regional community development services and facilities; and

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

WHEREAS, the owners of the properties that are to be developed and served by the community development services and facilities to be provided by the District has submitted an executed declaration of restrictive covenants pledging among other things to provide initial purchasers of individual residential lots or units with notice of liens and assessments applicable to such parcels, with certain remedial rights vesting in the purchasers of such parcels if such notice is not provided in a timely and accurate manner; and

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

WHEREAS, because the proposed District is located wholly within the municipal boundaries of the City of Miami, the City is in a position to be well informed regarding the merits of this District; and

WHEREAS, City of Miami has consented to the creation of the District within the municipal boundaries subject to certain conditions that the petitioner shall have to satisfy; and

WHEREAS, the Board of County Commissioners desires to establish the District; and

WHEREAS, based on the written consent of the City of Miami, the Miami-Dade County Board of County Commissioners finds that the District shall have those general and special powers authorized by Sections 190.011 and 190.012, Florida Statutes, and set forth herein, and that it is in the public interest of all of the citizens of Miami-Dade County that the District have such powers,

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

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

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Section 2. The Petition to establish the District over the real property described in the Petition attached hereto, which was filed by the Petitioners on March 30, 2015, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein Exhibit A.

Section 3. The external boundaries of the District shall be as described in the certified metes and bounds legal description attached hereto and incorporated herein as Exhibit B to the Ordinance. The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated herein as Exhibit C.

Section 4. The initial members of the Board of Supervisors shall be as follows:

John Chiste

Stephen Colamarino

Joe DiCristina

Cora DiFore

Neil Eisner.

Section 5. The name of the District shall be the “Miami World Center Community Development District.”

Section 6. The District is created for the purposes set forth in Chapter 190, Florida Statutes, pursuant to the authority granted by Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter.

Section 7. Pursuant to Section 190.005(2)(d), Florida Statutes, the charter for the Miami World Center Community Development District shall be Sections 190.006 through 190.041, Florida Statutes.

Section 8. The Miami-Dade County Board of County Commissioners hereby grants to the District all general powers authorized pursuant to Section 190.011, Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such general powers.

Section 9. The Miami-Dade County Board of County Commissioners hereby grants to the District the special powers authorized pursuant to Section 190.012(1), Florida Statutes, and Sections 190.012(2)(a)(d) and (f), (except for powers regarding waste disposal), Florida Statutes, and Section 190.012(3), Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such special powers; provided that the District's exercise of power under Section 190.012(1)(b), Florida Statutes, pertaining to water, waste water and reuse water services shall be pursuant to that Declaration of Restrictive Covenants submitted to the Board of County Commissioners in connection with the petition.

Section 10. All bonds issued by the District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

Section 11. No bond, debt or other obligation of the District, nor any default thereon, shall constitute a debt or obligation of Miami-Dade County, except upon the express approval and agreement of the Miami-Dade Board of County Commissioners.

Section 12. Notwithstanding any power granted to the District pursuant to this Ordinance, neither the District nor any real or personal property or revenue in the district shall, solely by reason of the District's creation and existence, be exempted from any requirement for the payment of any and all rates, fees, charges, permitting fees, impact fees, connection fees, or similar County rates, fees or charges, special taxing districts special assessments which are required by law, ordinance or County rule or regulation to be imposed within or upon any local government within the County.

Section 13. Notwithstanding any power granted to the District pursuant to this Ordinance, the District may exercise the power of eminent domain outside the District's existing boundaries only with the prior specific and express approval of the Board of County Commissioners of Miami-Dade County.

Section 14. This Board hereby accepts that Declaration of Restrictive Covenants proffered by the owners of the lands within the jurisdiction of the District, in connection with the petition submitted by The Petitioners and approved herein.

Section 15. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 16. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance shall be excluded from the Code of Miami-Dade County.

Section 17. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED: July 14, 2015

Approved by County Attorney as
to form and legal sufficiency:

ADW

Prepared by:

JRA

Juliette R. Antoine

Prime Sponsor: Commissioner Audrey M. Edmonson

"EXHIBIT A to the Ordinance"

PETITION TO CREATE MIAMI WORLD CENTER
COMMUNITY DEVELOPMENT DISTRICT

Dated: MARCH 30, 2015

**PETITION TO ESTABLISH
MIAMI WORLD CENTER COMMUNITY DEVELOPMENT
DISTRICT**

March, 2015

**PETITION TO ESTABLISH MIAMI WORLD CENTER
COMMUNITY DEVELOPMENT DISTRICT**

Petitioners, Miami First, LLC, a Delaware limited liability company ("Miami First"), Miami Second, LLC, a Delaware limited liability company ("Miami Second"), Miami Third, LLC, a Delaware limited liability company ("Miami Third"), Miami Fourth, LLC, a Florida limited liability company ("Miami Fourth"), Miami A/I, LLC, a Delaware limited liability company ("Miami A/I"), and Forbes Miami NE 1st Avenue LLC, a Michigan limited liability company ("Forbes Miami") (collectively, "Petitioners"), petition Miami-Dade County, Florida ("County"), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes and the Miami-Dade Home Rule Charter, to adopt an ordinance to establish a Uniform Community Development District (the "District") and to designate the land area for which the District would manage and finance basic service delivery and states as follows:

1. **Petitioners and Authorized Agent:** Petitioners are limited liability companies. Miami First, Miami Second, Miami Third, Miami Fourth, and Miami A/I have principal offices at 1645 Palm Beach Lakes Blvd., Suite 1200, West Palm Beach, FL 33401. Forbes Miami has a principal office at c/o The Forbes Company LLC, 100 Galleria Officentre, Suite 427 Southfield, MI 48034. Copies of all correspondence and official notices should also be sent to the authorized agent for Petitioners:

Dennis E. Lyles, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 E. Las Olas Boulevard, Sixth Floor
Fort Lauderdale, Florida 33301
Phone: 954-764-7150 / Fax: 954-764-7279
Email: dlyles@bcmr.com

2. **District Location and Description:** The land area to be included in the District comprises approximately 23,934 gross acres more or less. A map showing the location of the land area to be included in the District is attached hereto as **Exhibit 1**. All of the land within the

proposed District is located in the City of Miami, Florida. A metes and bounds legal description of the external boundaries of the District is attached hereto as **Exhibit 2**.

3. **District Impact:** There is no property within the external boundaries of the District which will not be part of the District. The impact of creating the District on the parcels adjacent to the District should be positive, in that the facilities provided by the District and maintenance of same should result in an aesthetically pleasing surrounding area with beneficial infrastructure while not detrimentally affecting anyone outside the District. In addition, any potential establishment costs to the City of Miami or Miami-Dade County, the establishing entity, will be nominal.

4. **Property Owners Consent:** Attached hereto as **Exhibit 3** is documentation constituting written consent to the establishment of the District by the owners of the real property to be included in and serviced by the District.

5. **Initial Governing Board:** The five (5) persons designated to serve as the initial members of the board of supervisors of the District, who shall serve in that office until replaced by elected members, as provided in Section 190.006, Florida Statutes Amended, are named in **Exhibit 4** attached hereto.

6. **District Name:** The proposed name of the District is Miami World Center Community Development District.

7. **Water and Sewer Lines:** The major trunk water mains, sewer interceptors and outfalls currently in existence to serve the District are identified on **Exhibit 5** attached hereto.

8. **Timetables and Construction Costs:** The proposed timetables and related estimates of cost to construct the District services and facilities, based upon available data, are attached hereto as **Exhibits 6** and **7**, respectively.

Petitioners intend that the District will finance (i) stormwater management system, (ii) water distribution system, (iii) wastewater collection system, (iii) roadway improvements, (iv)

landscaping, open space, lighting, and signage, and (v) upgrades to existing mass-transit facilities. The portion of the stormwater management system located inside the public rights-of-way will be owned and maintained by the City of Miami or Miami-Dade County; and the portion of the stormwater management system located outside the public rights-of-way in open spaces to be owned by the District will be owned and maintained by the District. The water distribution system and the wastewater collection will be owned and maintained by Miami-Dade County. The roadway improvements will be owned and maintained by the City of Miami, Miami-Dade County or the District. The landscaping, open space, lighting and signage will be owned and maintained by the District. The mass-transit facilities will be owned and maintained by Miami-Dade County.

9. **Zoning Designation; Future Land Use:** The land within the District is zoned SD-16.3 "Miami World Center". The zoning approval for project within the District is attached hereto as **Exhibit 8**. The future general distribution, location and extent of the public and private land uses proposed within the District are shown on **Exhibit 9**. These proposed land uses are consistent with the state comprehensive plan and the City of Miami Comprehensive Plan.

10. **Statement of Estimated Regulatory Costs:** The statement of estimated regulatory costs of the granting of this Petition and the establishment of the District pursuant thereto is attached hereto as **Exhibit 10**.

11. **Rights to be Granted the District:** Petitioners hereby request that the District be granted the right to exercise all powers provided for in Sections 190.012(1) and (2)(a) and (d), Florida Statutes. Owners agree to restrictive covenants on the subject property attached hereto, **Declarations of Restrictive Covenants as Composite Exhibit 12**.

12. **Disclosure Requirements:** Petitioners undertake on behalf of the District that Petitioners and the District will provide full disclosure of information relating to the public financing and maintenance of improvements to real property to be undertaken by the District as

required by Section 190.009, Florida Statutes, as amended and as required as a condition of the creation of the District by the Board of County Commissioners of Miami-Dade County.

13. **Reasons for the Establishment of the District:** The property within the District is amenable to operating as an independent special district for the following reasons:

a) Establishment of the district and all land uses and services planned within the proposed District are consistent with applicable elements or portions of the effective Miami-Dade County Comprehensive Master Plan.

b) The area of land within the District is part of a unified plan of development. The land encompassing the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

c) The community development services of the District will be compatible with the capacity and use of the existing local and regional community development services and facilities.

d) The District will be the best alternative available for delivering community development services to the area to be served because the District provides a governmental entity for delivering those services and facilities in a manner that does not financially impact persons residing outside of the District.

14. **Resolution of Support from the City of Miami:** A Resolution of the City of Miami City Commission supporting the establishment of the District is attached hereto as **Exhibit 11**. None of the parcels listed in Exhibit "A" of the Resolution are included in the proposed boundaries of the District.

15. **Responsibility for Landscape Maintenance in the Public-Rights-of-Way:** The maintenance of improved swales and medians in the public rights-of-way excluding swale maintenance by owners of property as defined by Chapter 19 of the Code of Miami-Dade County shall be provided by District, including but not limited to, irrigation, landscape lighting, payment

of related utility bills, turf, trees, shrubs and any other landscaping improvements provided or caused by this development, covenants associated with landscaping permitting in the public rights-of-way notwithstanding. In the event the District is dissolved or becomes defunct and fails to provide maintenance services within the public rights-of-way as specified herein, the required dormant multipurpose maintenance special taxing district shall be activated to provide any such maintenance services.

WHEREFORE, Petitioners respectfully request Miami-Dade County to:

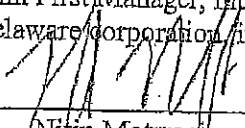
A. Schedule a public hearing to consider this Petition pursuant to the uniform procedures set forth in Section 190.005(2)(b) and (1)(d), Florida Statutes.

B. Grant the Petition and adopt an ordinance to establish the District and designate the land area to be serviced by the District, pursuant to Sections 190.005(2), Florida Statutes.

Respectfully submitted this 30th day of March, 2015.

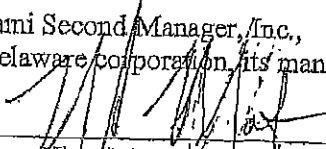
MIAMI FIRST, LLC, a Delaware limited liability company

By: Miami First Manager, Inc.,
a Delaware corporation, its managing member

By: 
Nitin Motwani
Title: Vice President

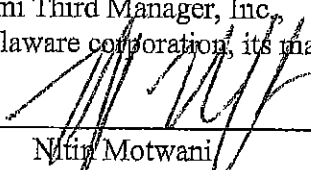
MIAMI SECOND, LLC, a Delaware limited liability company

By: Miami Second Manager, Inc.,
a Delaware corporation, its managing member

By: 
Nitin Motwani
Title: Vice President

MIAMI THIRD, LLC, a Florida limited liability company

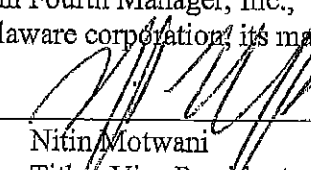
By: Miami Third Manager, Inc.,
a Delaware corporation, its managing member

By: 

Nitin Motwani
Title: Vice President

MIAMI FOURTH, LLC, a Florida limited liability company

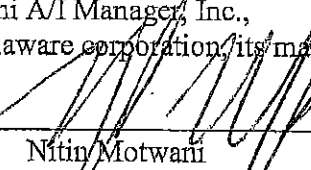
By: Miami Fourth Manager, Inc.,
a Delaware corporation, its managing member

By: 

Nitin Motwani
Title: Vice President

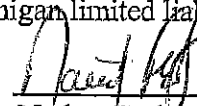
MIAMI A/I, LLC, a Delaware limited liability company

By: Miami A/I Manager, Inc.,
a Delaware corporation, its managing member

By: 

Nitin Motwani
Title: Vice President

FORBES MIAMI NE 1ST AVENUE LLC,
a Michigan limited liability company

By: 

Name: Nathan Forbes
Its: Authorized Signatory

EXHIBIT 1
LOCATION SKETCH

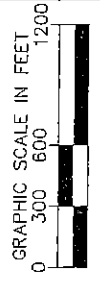
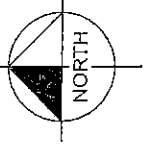


EXHIBIT 1 - LOCATION MAP

MIAMI WORLD CENTER

CITY OF MIAMI, FLORIDA

Kimley-Horn
and Associates, Inc.
© 2015 KIMLEY-HORN AND ASSOCIATES, INC.
1221 BRICKWOOD AVENUE, SUITE 100
MIAMI, FLORIDA 33131
WWW.KIMLEY-HORN.COM CA 00000636

Sheet Satisfies World Center Exhibit Location Map January 08, 2015 02:21:18pm K:\WP\010314401\Miami World Center - 0103001-12\Exhibit 1 - Location Mapping

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EXHIBIT 2
METES AND BOUNDS DESCRIPTION

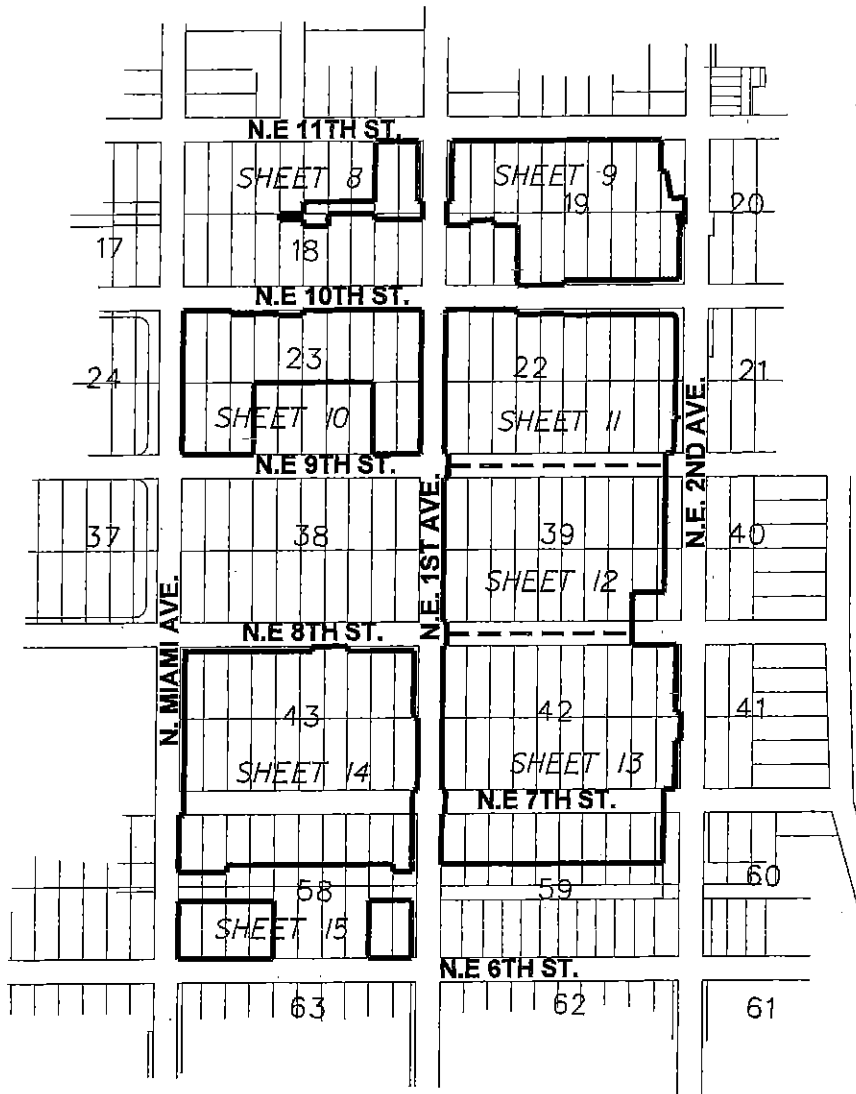
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

EXHIBIT A SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER



CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

[Signature]
JEFF ST. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name: MIAMI WORLD CENTER		DATE: 03/11/2014	
JOB NO. 07139	DWG BY: JSH	REV. 2-14-2015	
	CK'D BY: JEK	SHEET 1 OF 15	

07

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLDCENTER

LEGAL DESCRIPTION

(1) All of Lot 2 Block 18 North, together with a portion of Lots 1, 3, 4, 5, 15, 16, 19 and 20 Block 18 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 2 Block 18 North; thence North $87^{\circ} 43' 42''$ East, along the North line of said Lots 2 and 1, a distance of 90.18 feet; thence South $02^{\circ} 13' 55''$ East, along a line 10 feet West of and parallel with the East line of said Lot 1, a distance of 125.12 feet; thence North $87^{\circ} 43' 42''$ East, along a line 25 feet North of and parallel with the South line of said Lot 1, a distance of 10.00 feet; thence South $02^{\circ} 13' 55''$ East, along the East line of said Lots 1 and 20, a distance of 37.50 feet; thence South $87^{\circ} 43' 42''$ West, along a line 12.5 feet South of and parallel with the North line of said Lots 19 and 20, a distance of 100.15 feet; thence North $02^{\circ} 14' 32''$ West, along the East line of said Lot 18, a distance of 12.50 feet; thence South $87^{\circ} 43' 42''$ West, along the South line of said Lots 3 and 4, a distance of 100.15 feet; thence South $02^{\circ} 15' 08''$ East, along the east line of said Lot 16, a distance of 25.00 feet; thence South $87^{\circ} 43' 42''$ West, along a line 25 feet South of and parallel with the North line of said Lot 16, a distance of 50.07 feet; thence North $02^{\circ} 15' 26''$ West, along the east line of said Lot 15, a distance of 12.50 feet; thence South $87^{\circ} 43' 42''$ West, along a line 12.5 feet South of and parallel with the North line of said Lot 15, a distance of 50.07 feet; thence North $02^{\circ} 15' 44''$ West, along the West line of said Lot 15, a distance of 12.50 feet; thence North $87^{\circ} 43' 42''$ East, along the North line of said Lot 15, a distance of 50.07 feet; thence North $02^{\circ} 15' 26''$ West, along the West line of said Lot 5, a distance of 25.00 feet; thence North $87^{\circ} 43' 42''$ East, along a line 25 feet North of and parallel with the South line of said Lots 5, 4 and 3, a distance of 150.23 feet; thence North $02^{\circ} 14' 32''$ West, along the West line of said Lot 2, a distance of 125.12 to the Point of Beginning.

Together with:

(2) All of Lots 2, 3, 4, 5, 6, 7, 8, 9, 14 and 15 Block 19 North, together with a portion of Lots 1, 10, 11, 12, 13, 16, 17, 18, 19 and 20 Block 19 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE, GRID NORTH, 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION, 1990 ADJUSTMENT.
3. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
4. OF THE 23.958 ACRES SHOWN ON THIS SKETCH AND DESCRIPTION, 2.033 ACRES ARE ROAD RIGHT-OF-WAY FOR NE 7th STREET, NE 8th STREET AND NE 9th STREET.

ABBREVIATIONS

L = ARCLength
 CONC. = CONCRETE
 COR. = CORNER
 Δ = DELTA (CENTRAL ANGLE)
 L.B. = LICENSED BUSINESS
 L.S. = LICENSED SURVEYOR
 O.R.B. = OFFICIAL RECORDS BOOK
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 P.B. = PLAT BOOK
 M.D.C.R. = MIAMI-DADE COUNTY RECORDS
 PG. = PAGE
 P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
 R/W = RIGHT-OF-WAY

JOB NO.	07139	Project Name:	MIAMI WORLDCENTER	DWG BY:	JSH	SCALE:	N/A
				CK'D By:	JEK	DATE:	03/11/2014
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PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-6182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLD CENTER

LEGAL DESCRIPTION

Beginning at the Southwest corner of said Lot 14 Block 19 North; thence North $02^{\circ} 14' 10''$ West, along the West line of said Lot 14, a distance of 125.12 feet; thence South $87^{\circ} 43' 42''$ West, along a line 25 feet South of and parallel with the North line of said Lot 13, a distance of 50.00 feet; thence North $02^{\circ} 14' 05''$ West, along the West line of said Lot 13, a distance of 10.00 feet; thence South $87^{\circ} 43' 42''$ West, along a line 15 feet South of and parallel with the North line of said Lot 12, a distance of 50.00 feet; thence South $02^{\circ} 14' 00''$ East, along the West line of said Lot 12, a distance of 10.00 feet; thence South $87^{\circ} 43' 42''$ West, along a line 25 feet South of and parallel with the North line of said Lot 11, a distance of 50.00 feet; thence North $02^{\circ} 13' 55''$ West, along the West line of said Lots 11 and 10, a distance of 50.00 feet; thence North $87^{\circ} 43' 42''$ East, along a line 25 feet North of and parallel with the South line of said Lot 10, a distance of 10.00 feet; thence North $02^{\circ} 13' 55''$ West, along a line 10 feet East of and parallel with the West line of said Lot 10, a distance of 125.12 feet; thence North $87^{\circ} 43' 42''$ East, along the North line of said Lots 2 through 10, a distance of 439.95 feet; thence South $02^{\circ} 14' 38''$ East, along the East line of said Lot 2, a distance of 65.00 feet; thence North $87^{\circ} 43' 42''$ East, a distance of 11.88 feet; thence South $12^{\circ} 48' 54''$ East, a distance of 57.09 feet; thence North $87^{\circ} 43' 42''$ East, along a line 29 feet North of and parallel with the South line of said Lot 1, a distance of 27.65 feet; thence South $02^{\circ} 15' 27''$ East, along the east line of said Lots 1 and 20, a distance of 54.00 feet; thence South $87^{\circ} 43' 42''$ West, along a line 25 feet South of and parallel with the North line of said Lot 20, a distance of 10.01 feet; thence North $02^{\circ} 14' 43''$ West, along a line 10 feet West of and parallel with the East line of said Lot 20, a distance of 22.50 feet; thence South $87^{\circ} 43' 42''$ West, along a line 2.50 feet South of and parallel with the North line of said Lot 20, a distance of 2.72 feet to a point on the arc of a circular curve to the right, at which the radius point bears South $81^{\circ} 16' 36''$ West; thence Southerly along the arc of said curve, having a radius of 425.88 feet and a central angle of $06^{\circ} 28' 41''$, a distance of 48.15 feet to the point of tangency; thence South $02^{\circ} 14' 43''$ East, along a line 10 feet West of and parallel with the East line of said Lot 20 a distance of 89.57 feet; thence South $87^{\circ} 43' 41''$ West, along a line 10 feet North of and parallel with the South line of said Lots 16 through 20, a distance of 240.01 feet; thence South $02^{\circ} 14' 19''$ East, along the East line of said Lot 15, a distance of 10.00 feet; thence South $87^{\circ} 43' 41''$ West, along the South line of said lots 14 and 15, a distance of 100.00 feet to the Point of Beginning.

Together with:

(3) All of Lots 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 19 and 20 Block 23 North, together with a portion of Lots 6, 7, and 8 Block 23 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1 Block 23 North; thence South $02^{\circ} 13' 55''$ East, along the East line of said Lots 1 and 20, a distance of 299.97 feet; thence South $87^{\circ} 43' 37''$ West, along the South line of said Lots 19 and 20, a distance of 100.06 feet; thence North $02^{\circ} 14' 32''$ West, along the West line of said Lot 19, a distance of 149.99 feet; thence South $87^{\circ} 43' 39''$ West, along the South line of said Lots 3 through 7, a distance of 250.22 feet; thence South

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MIAMI WORLD CENTER

LEGAL DESCRIPTION

02° 16' 03" East, along the East line of said Lot 13, a distance of 149.99 feet; thence South 87° 43' 37" West, along the South line of said Lots 13, 12 and 11, a distance of 150.09 feet; thence North 02° 16' 57" West, along the West line of said Lots 11 and 10, a distance of 299.98 feet; thence North 87° 43' 41" East, along the North line of said Lots 10 and 9, a distance of 100.11 feet; thence South 02° 16' 21" East, along the East line of said Lot 9, a distance of 8.00 feet; thence North 87° 43' 41" East, along a line 8 feet South of and parallel with the North line of said Lots 8 and 7, a distance of 100.11 feet; thence South 02° 15' 45" East, along the East line of said Lot 7, a distance of 2.00 feet; thence North 87° 43' 41" East, along a line 10 feet South of and parallel with the North line of said Lot 6, a distance of 50.06 feet; thence North 02° 15' 26" West, along the East line of said Lot 6, a distance of 10.00 feet; thence North 87° 43' 41" East, along the North line of said Lots 1 through 5, a distance of 250.28 feet to the Point of Beginning.

Together with:

(4) All of Lots 8 through 19 Block 22 North, together with a portion of Lots 1 through 7 and 20 Block 22 North, and all of Lots 2 through 18 Block 39 North, together with a portion of Lots 1, 19 and 20 Block 39 North, and all of Lots 2 through 19, Block 42 North, together with a portion of Lots 1 and 20 Block 42 North, and a portion of Lots 1 through 10 Block 59 North, and a portion of the 50 foot platted roadway lying between said Blocks 22 and 39, and a portion of the 50 foot platted roadway lying between said Blocks 39 and 42, and a portion of the 50 foot platted roadway lying between said Blocks 42 and 59, all of City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 10 Block 22 North; thence North 87° 43' 41" East, along the North line of said Lots 10, 9 and 8 Block 22, a distance of 102.53 feet; thence South 02° 14' 10" East, along the East line of said Lot 8 Block 22, a distance of 10.00 feet; thence North 87° 43' 41" East, along a line 10 feet South of and parallel with the North line of said Lots 6 and 7, a distance of 100.01 feet; thence South 02° 14' 19" East, along the West line of said Lot 5, a distance of 2.50 feet; thence North 87° 43' 41" East, along a line 12.5 feet South of and parallel with the North line of said Lots 1 through 5, a distance of 225.51 feet to the point of curvature of a circular curve to the right; thence Easterly and Southerly along the arc of said curve, having a radius of 7.00 feet and a central angle of 90° 00' 00", a distance of 11.00 feet; thence North 87° 45' 16" East, a distance of 2.50 feet; thence South 02° 14' 43" East, along a line 15 feet West of and parallel with the East line of said Lots 1 and 20 Block 22, a distance of 202.47 feet; thence South 87° 43' 39" West, a distance of 2.50 feet; thence South 02° 14' 43" East, along a line 17.5 feet West of and parallel with the East line of said Lot 20 Block 22, a distance of 77.98 feet; thence South 87° 43' 37" West, along the South line of said Lot 20 Block 22, a distance of 17.50 feet; thence South 02° 14' 43" East, along a line 35 feet West of and parallel with the East line of said Lots 1 and 20 Block 39 and the Northerly extension thereof, a distance of 289.59 feet; thence South

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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLDCENTER

LEGAL DESCRIPTION

87° 43'16" West, along a line 60.5 feet North of and parallel with the South line of said Lots 20 and 19 Block 39, a distance of 65.03 feet; thence South 02° 14'34" East, along the West line of said Lot 19 Block 39 and the Southerly extension thereof, a distance of 110.50 feet; thence North 87° 43'16" East, along the North line of said Lots 2 and 1 Block 42, a distance of 90.04 feet; thence South 02° 14'43" East, along a line 10 feet West of and parallel with the east line of said Lot 1 Block 42, a distance of 140.00 feet; thence North 87° 43'16" East, along a line 140 feet South of and parallel with the North line of said Lot 1 Block 42, a distance of 10.00 feet; thence South 02° 14'43" East, along the east line of said Lots 1 and 20 Block 42, a distance of 60.03 feet; thence South 87° 41'53" West, along a line 100 feet North of and parallel with the South line of said Lot 20 Block 42, a distance of 10.00 feet; thence South 02° 14'43" East, along a line 10 feet West of and parallel with the East line of said Lot 20 Block 42, a distance of 100.00 feet; thence South 87° 41'53" West, along the South line of said Lot 20 Block 42, a distance of 23.00 feet; thence South 02° 14'43" East, along a line 33 feet West of and parallel with the East line of said Lot 1 Block 59 and the Northerly extension thereof, a distance of 154.94 feet; thence South 87° 41'43" West, along a line 45 feet North of and parallel with the South line of said Lots 1 through 10 Block 59, a distance of 457.30 feet; thence North 02° 13'55" West, along a line 10.00 feet East of the West line of said Lot 10 Block 59, a distance of 104.96 feet; thence North 87° 41'53" East, along the North line of said Lot 10 Block 59, a distance of 12.50 feet; thence North 02° 13'55" West, a distance of 50.00 feet; thence South 87° 41'53" West, along the South line of said Lot 11 Block 42, a distance of 22.50 feet; thence North 02° 13'55" West, along the West line of said Lots 11 and 10, Block 42, a distance of 300.22 feet; thence North 87° 43'16" East, along the North line of said Lot 10 Block 42, a distance of 22.50 feet; thence North 02° 13'55" West, a distance of 25.00 feet; thence South 87° 43'16" West, along the centerline of said platted roadway between Blocks 39 and 42, a distance of 12.50 feet; thence North 02° 13'55" West, a distance of 25.00 feet; thence South 87° 43'16" West, along the South line of said Lot 11 Block 39, a distance of 10.00 feet; thence North 02° 13'55" West, along the West line of said Lots 11 and 10 Block 39, a distance of 300.13 feet; thence North 87° 43'37" East, along the North line of said Lot 10 Block 39, a distance of 10.00 feet; thence North 02° 13'55" West, a distance of 25.00 feet; thence North 87° 43'37" East, along the centerline of said platted roadway between Blocks 22 and 39, a distance of 12.50 feet; thence North 02° 13'55" West, a distance of 25.00 feet; thence South 87° 43'37" West, along the South line of said Lot 11 Block 22, a distance of 22.50 feet; thence North 02° 13'55" West, along the West line of said Lots 11 and 10 Block 22, a distance of 299.97 feet to the Point of Beginning.

Together with:

(5) All of Lots 4, and 12 through 20 Block 43 North, together with a portion of Lots 1, 2 and 3 and Lots 5 through 11 Block 43 North, and a portion of Lots 1 through 10 Block 58 North, and a portion of the 50 foot platted roadway lying between said Blocks 43 and 58, all of the City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

JOB NO.	07139	Project Name:	MIAMI WORLDCENTER	DWG BY:	JSH	SCALE:	N/A
				CK'D By:	JEK	DATE:	03/11/2014
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PERIMETER

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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

LEGAL DESCRIPTION MIAMI WORLD CENTER

Beginning at the Southeast corner of said Lot 20 Block 43 North; thence South $87^{\circ} 41' 53''$ West, along the South line of said Lot 20 Block 43, a distance of 22.50 feet; thence South $02^{\circ} 13' 55''$ East, a distance of 50.00 feet; thence North $87^{\circ} 41' 53''$ East, along the North line of said Lot 1 Block 58, a distance of 12.50 feet; thence South $02^{\circ} 13' 55''$ East, along a line 10 feet West of and parallel with the East line of said Lot 1 Block 58, a distance of 119.96 feet; thence South $87^{\circ} 41' 43''$ West, along a line 30 feet North of and parallel with the South line of said Lot 1 Block 58, a distance of 39.95 feet; thence North $02^{\circ} 14' 14''$ West, along the West line of said Lot 1, a distance of 15.00 feet; thence South $87^{\circ} 41' 43''$ West, along a line 45 feet North of and parallel with the South line of said Lots 2 through 8 Block 58, a distance of 349.68 feet; thence South $02^{\circ} 16' 21''$ East, along the East line of said Lot 9 Block 58, a distance of 15.00 feet; thence South $87^{\circ} 41' 43''$ West, along a line 30 feet North of and parallel with the South line of said Lots 9 and 10 Block 58, a distance of 99.91 feet; thence North $02^{\circ} 16' 57''$ West, along the West line of said Lot 10 Block 58, a distance of 119.98 feet; thence North $87^{\circ} 41' 53''$ East, along the North line of said Lot 10 Block 58, a distance of 10.00 feet; thence North $02^{\circ} 16' 57''$ West, along a line 10 feet East of and parallel with the West line of said Lots 10 and 11 Block 43 and the Southerly extension thereof, a distance of 339.64 feet to a point on the arc of a circular curve to the right, at which the radius point bears South $49^{\circ} 26' 57''$ East; thence Northeasterly along the arc of said curve, having a radius of 15.00 feet and a central angle of $04^{\circ} 20' 13''$, a distance of 1.14 feet; thence North $87^{\circ} 43' 16''$ East, along a line 10 feet South of and parallel with the North line of said Lots 5 through 10 Block 43, a distance of 264.16 feet; thence North $02^{\circ} 15' 17''$ West, along the West line of the East one-half of said Lot 5 Block 43, a distance of 10.00 feet; thence North $87^{\circ} 43' 16''$ East, along the North line of said Lots 4 and 5 Block 43, a distance of 74.99 feet; thence South $02^{\circ} 14' 50''$ East, along the east line of said Lot 4 Block 43, a distance of 10.00 feet; thence North $87^{\circ} 43' 16''$ East, along a line 10 feet South of and parallel with the North line of said Lots 3, 2, and 1 Block 43, a distance of 139.98 feet; thence South $02^{\circ} 13' 55''$ East, along a line 10 feet West of and parallel with the East line of said Lot 1 Block 43, a distance of 140.12 feet; thence North $87^{\circ} 42' 34''$ East, along the South line of said Lot 1 Block 43, a distance of 10.00 feet; thence South $02^{\circ} 13' 55''$ East, along the east line of said Lot 20 Block 43, a distance of 150.12 feet to the Point of Beginning.

Together with:

(6) A portion of Lots 11, 12, 13 and 14 Block 58 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 11 Block 58 North; thence North $02^{\circ} 16' 57''$ West, along the West line of said Lot 11, a distance of 119.98 feet; thence North $87^{\circ} 41' 43''$ East, along a line 30 feet South of and parallel with the North line of said Lots 11, 12, 13 and 14, a distance of 199.79 feet; thence South $02^{\circ} 15' 45''$ East, along the East line of said Lot 14, a distance of 119.97 feet; thence South $87^{\circ} 41' 34''$ West, along the South line of said Lots 11, 12, 13 and 14, a distance of 199.75 feet to the Point of Beginning.

JOB NO.	07139	Project Name	MIAMI WORLD CENTER	DWG BY:	JSH	SCALE:	N/A	
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**SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)
MIAMI WORLD CENTER**

LEGAL DESCRIPTION

Together with:

(7) A portion of Lots 19 and 20 Block 58 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 19 Block 58 North; thence North $02^{\circ} 14' 32''$ West, along the west line of said Lot 19, a distance of 119.97 feet; thence North $87^{\circ} 41' 43''$ East, along a line 30 feet South of and parallel with the North line of said Lots 19 and 20, a distance of 89.90 feet; thence South $02^{\circ} 13' 55''$ East, along a line 10 feet West of and parallel with the East line of said lot 20, a distance of 119.96 feet; thence South $87^{\circ} 41' 34''$ West, along the South line of said Lots 19 and 20, a distance of 89.88 feet to the Point of Beginning.

Said lands all situate in the City of Miami, Miami-Dade County, Florida and contain 23.934 acres, more or less.

JOB NO.	07139	Project Name:	MIAMI WORLD CENTER	DWG BY:	JSH	SCALE:	N/A
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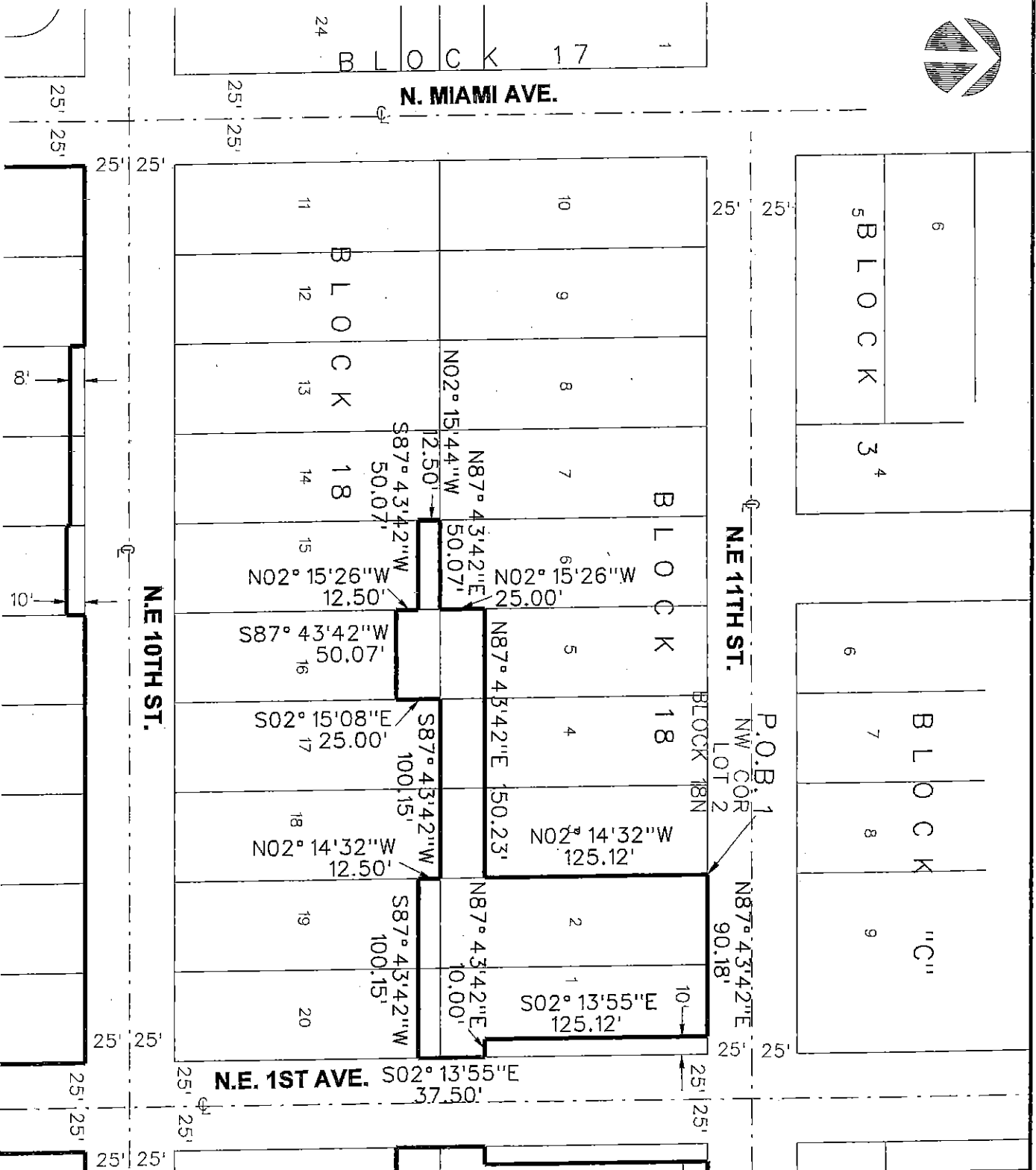
PERIMETER

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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER



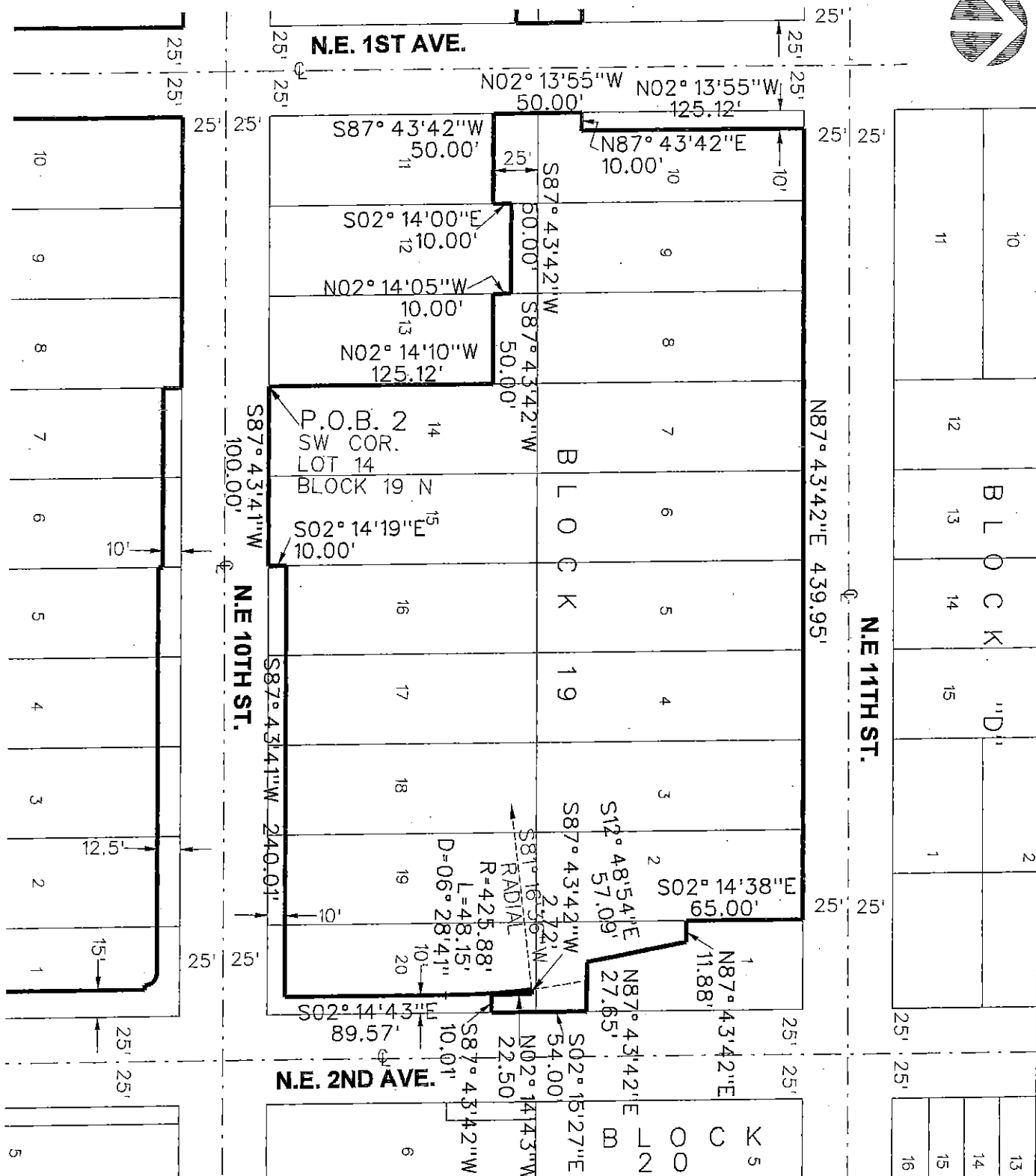
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER



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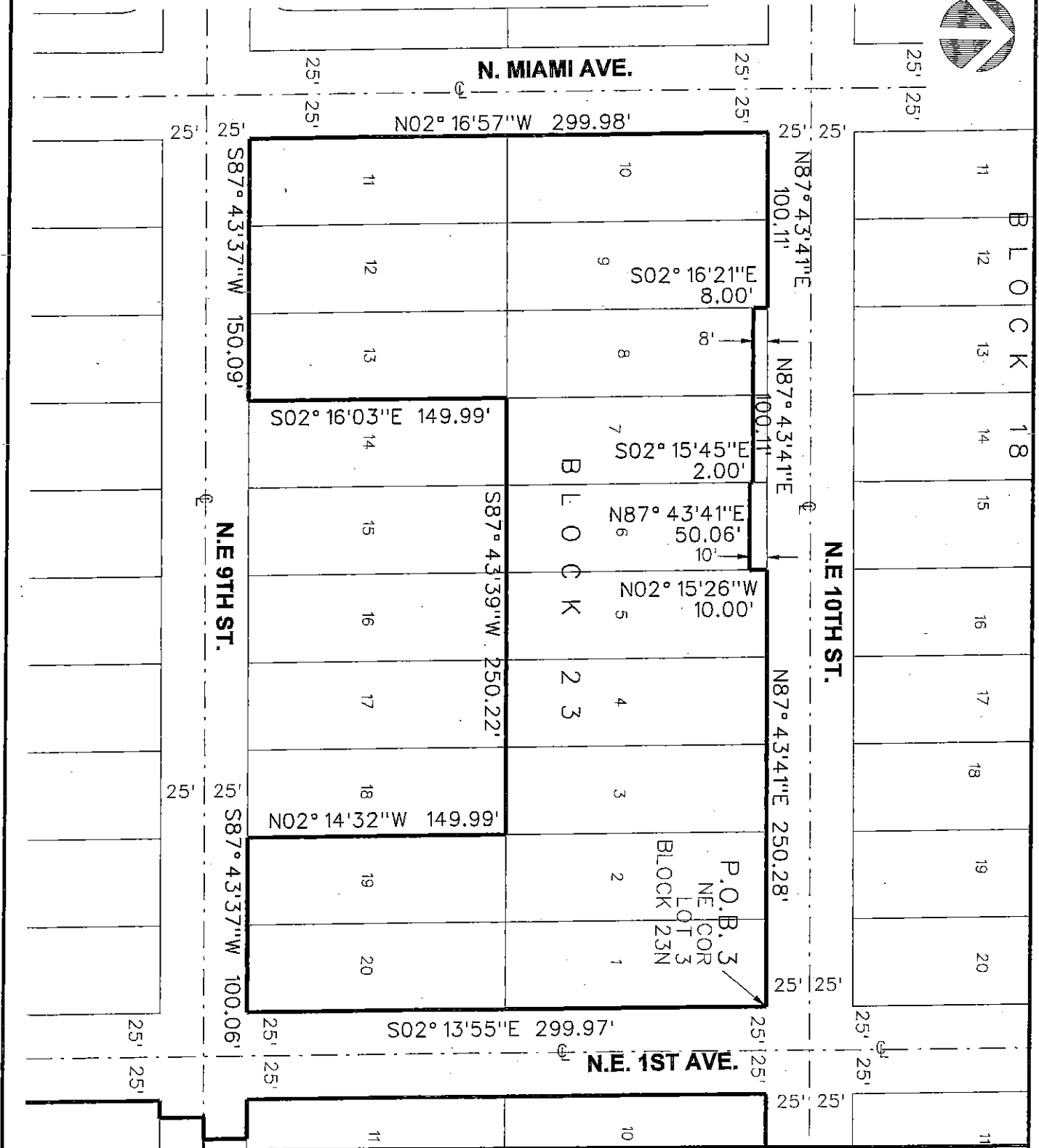
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER



JOB NO. 07139	Project Name: MIAMI WORLDCENTER	DWG BY: JSH	SCALE: 1"=80'	DATE: 03/11/2014
		CK'D By: JEK		SHEET 10 OF 15

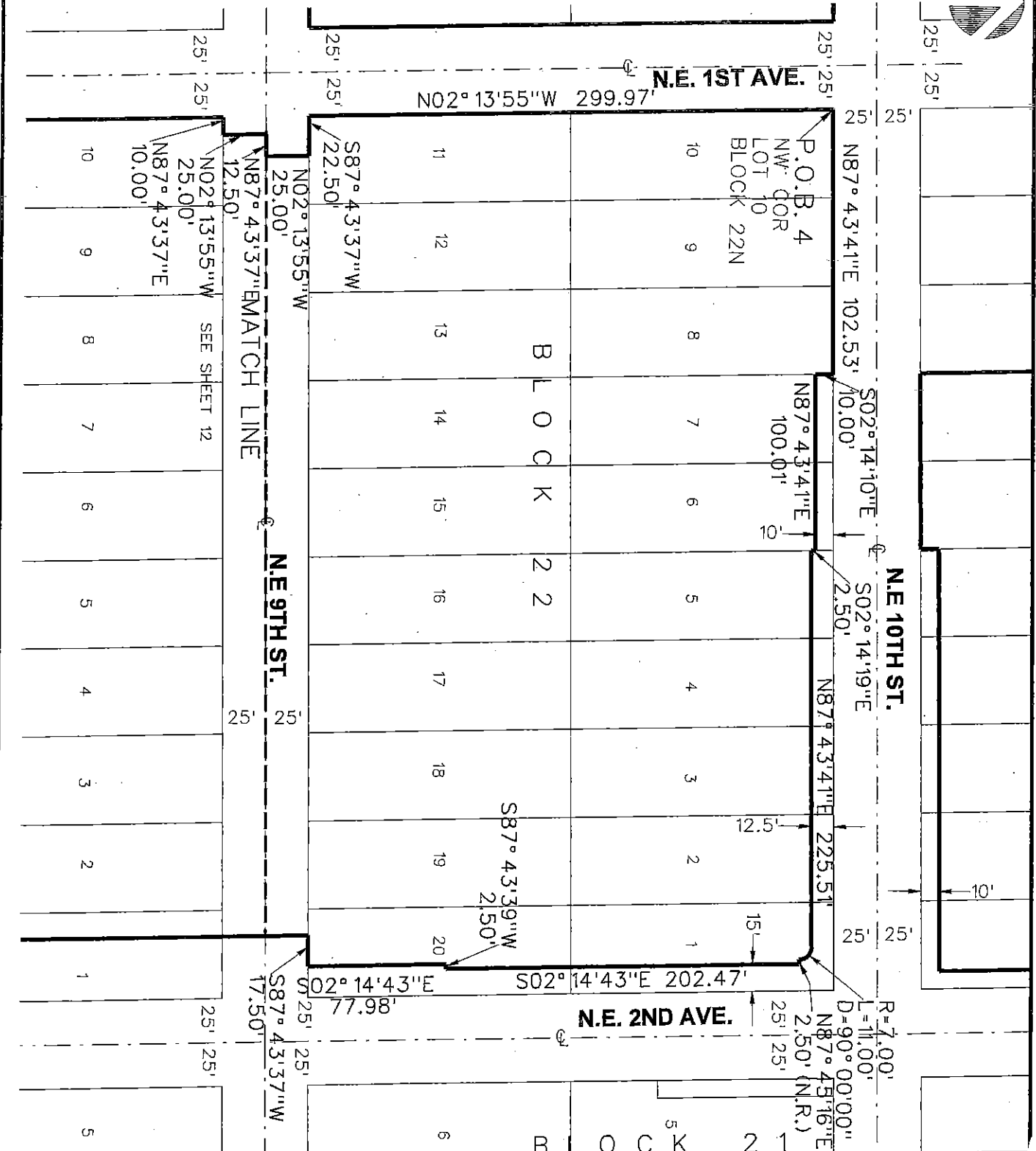
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER



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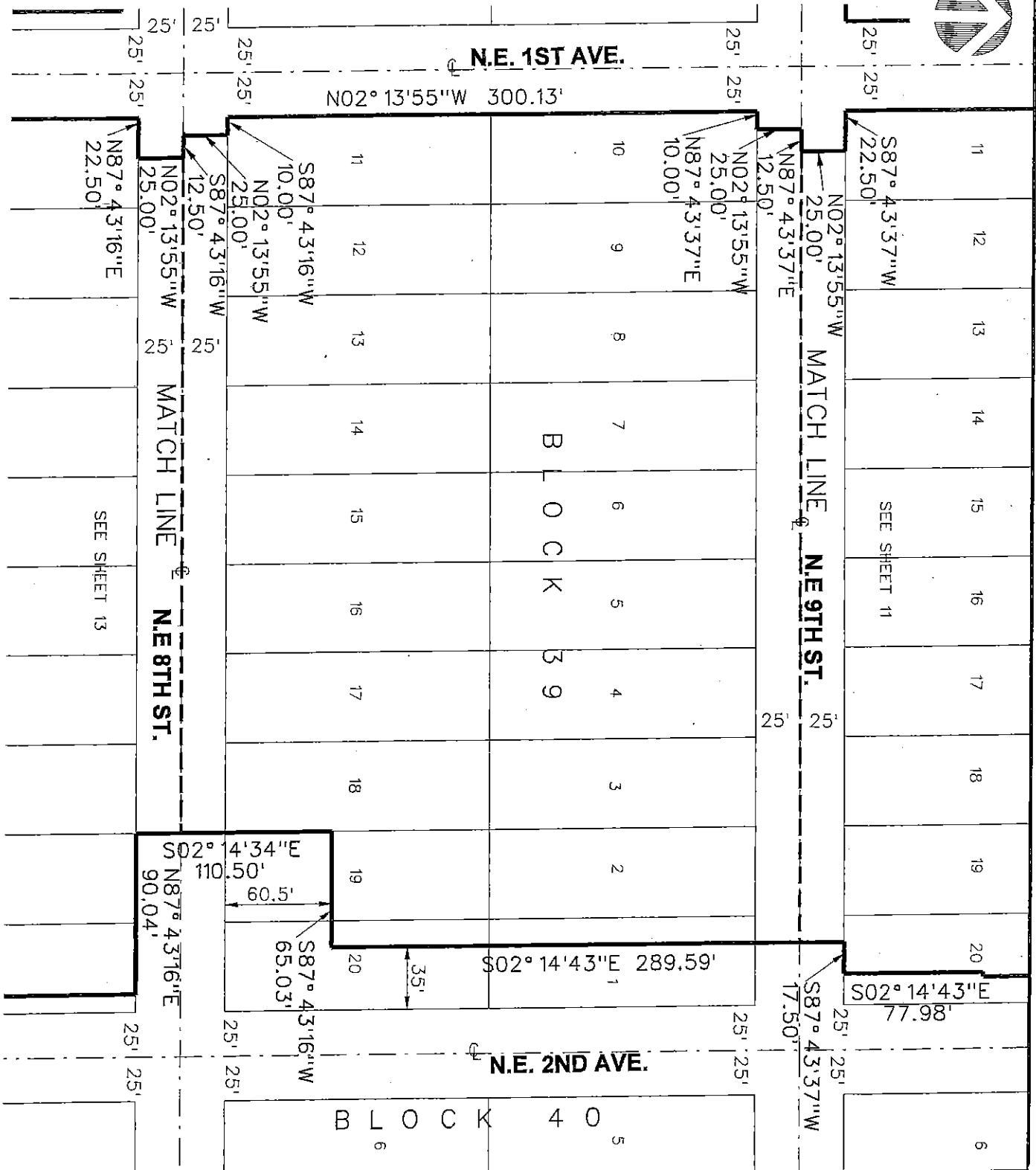
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER



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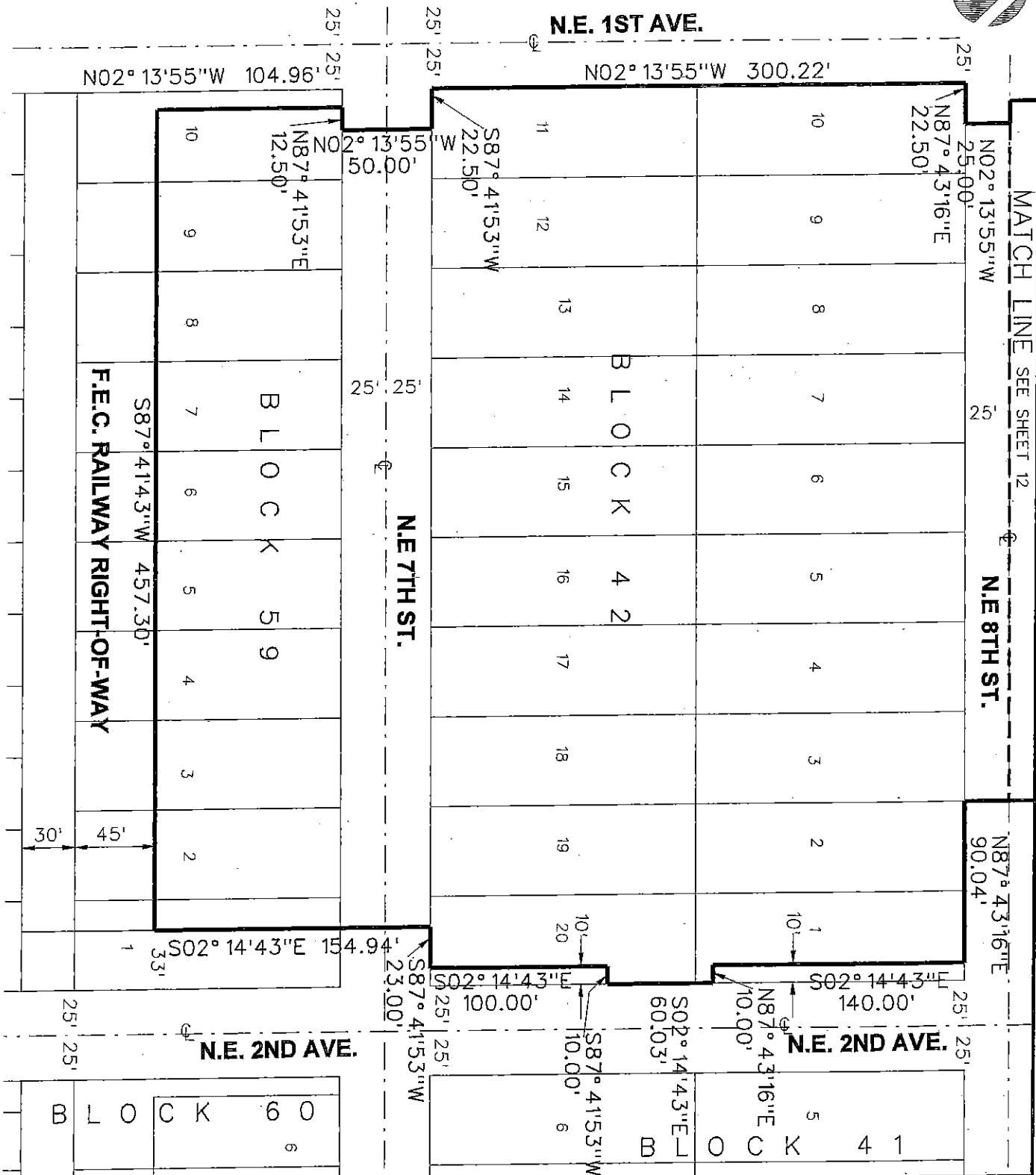
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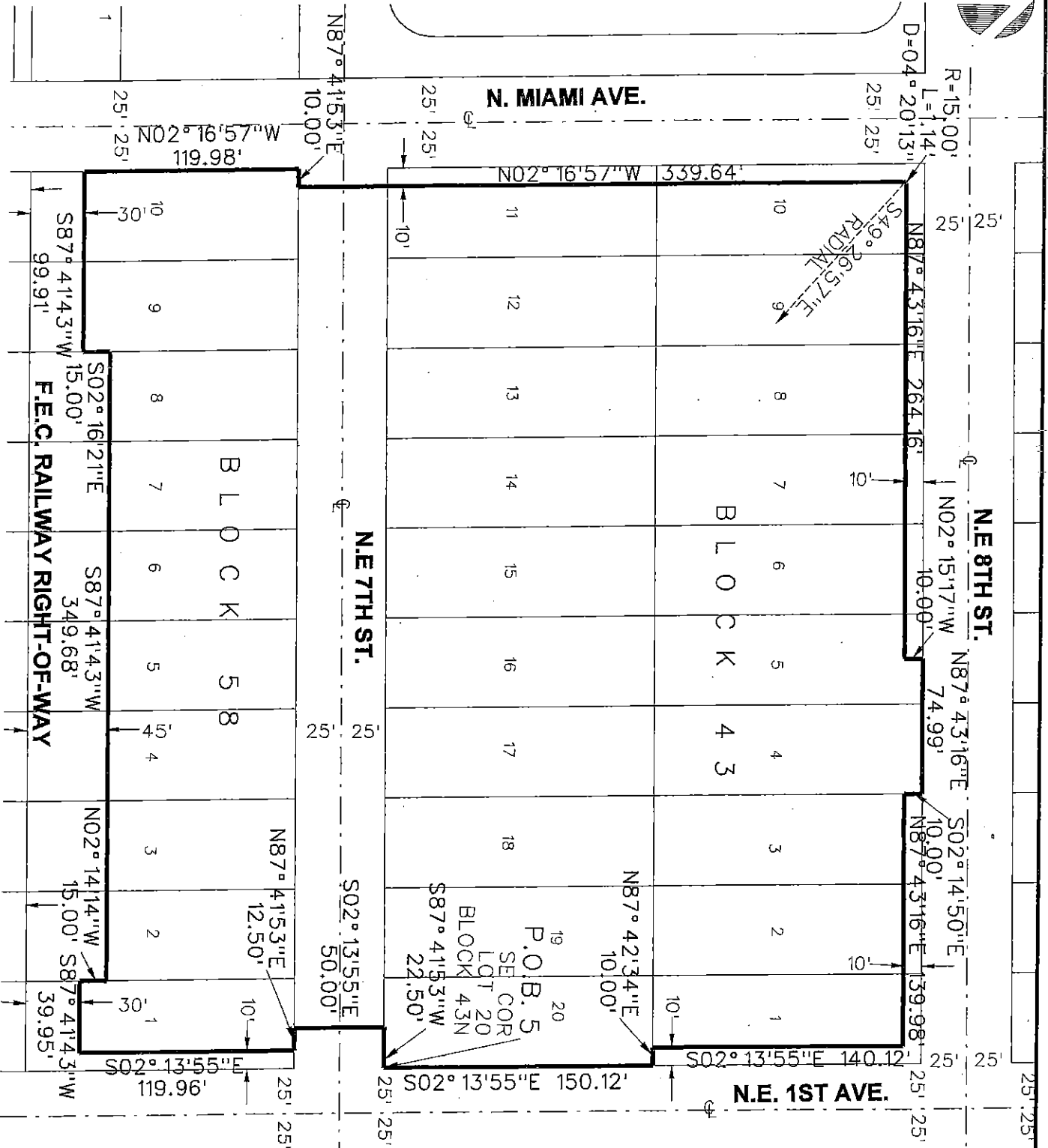
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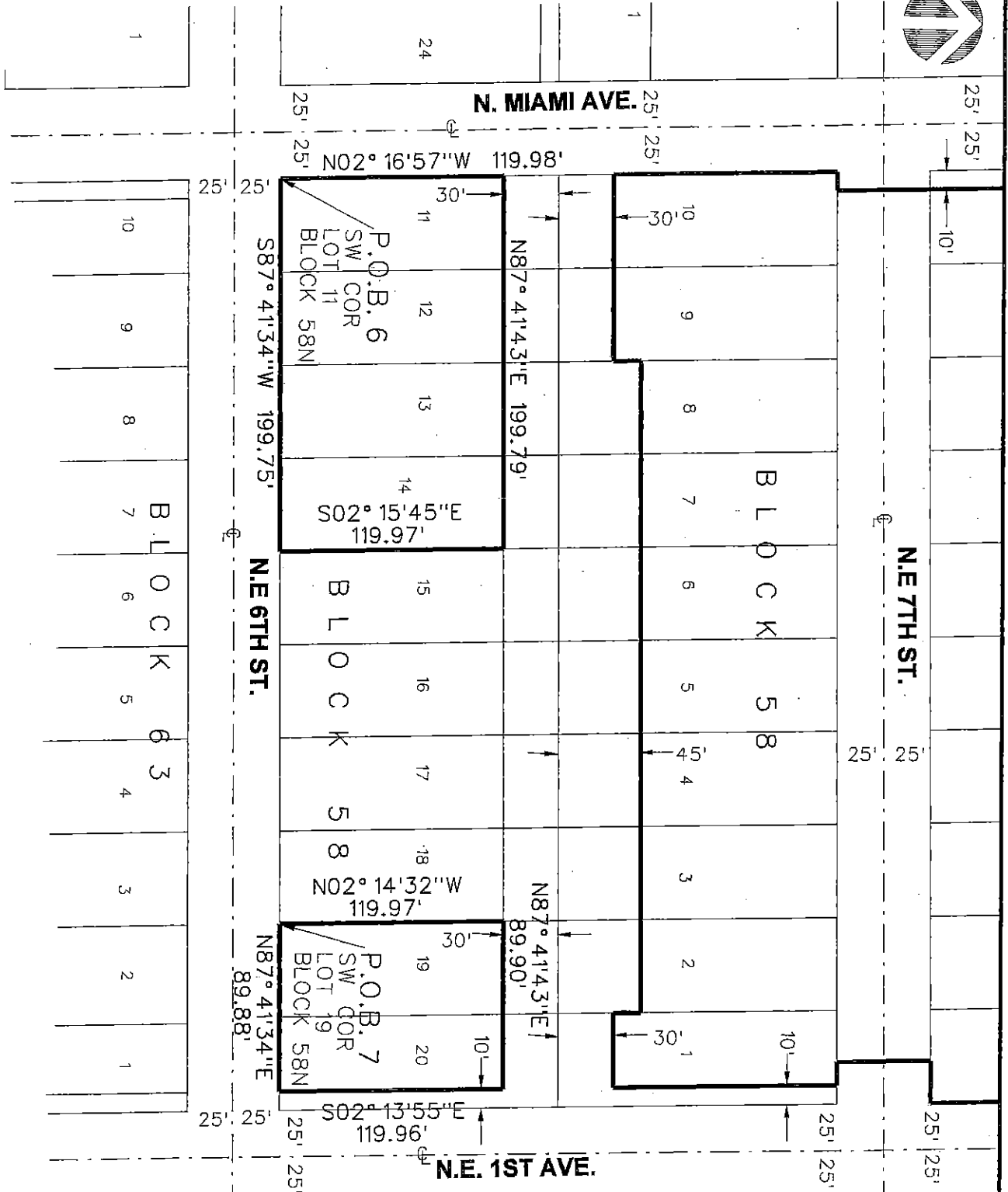


EXHIBIT 3

**AFFIDAVIT OF OWNERSHIP AND CONSENT
MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On this 16th day of March, 2015, personally appeared before me, Nitin Motwani, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Vice President Miami First Manager, Inc., the managing member of MIAMI FIRST, LLC, a Delaware limited liability company (the "Company").
2. The Company is the owner of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property")
3. Affiant hereby represents that she/he has full authority to execute all documents and instruments on behalf of the Company, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Miami World Center Community Development District (the "Proposed CDD").
4. The Property constitutes a portion of the real property to be included in the Proposed CDD.
5. Affiant, on behalf of the Company, hereby consents to the establishment of the Proposed CDD.

MIAMI FIRST, LLC, a Delaware limited liability company

By: Miami First Manager, Inc.,
a Delaware corporation, its managing member

By: [Signature]
Nitin Motwani, Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 16 day of March, 2015, by Nitin Motwani, as Vice President of Miami First Manager, Inc. a Delaware corporation, the managing member of MIAMI FIRST, LLC, a Delaware limited liability company. He/she is personally known to me [] or produced _____ as identification.

[Signature]
Notary Public
Alexa Hackmeier
Typed, printed or stamped name of Notary Public

 **Alexa Hackmeier**
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM

Exhibit "A" to Affidavit

Legal description of Property

Parcel A-1 (01-0102-020-1020)

Lot 1, less the North 10 feet and the East 10 feet, Lots 2, 3, 4 and 5, less the North 10 feet, and Lots 16, 17, 18, 19 and 20, less the East 10 feet of Lot 20, all in Block 22 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, LESS AND EXCEPT the following:

The South 2.5 feet of the North 12.5 feet of Lots 1, 2, 3, 4 and 5;

AND

The external area of a circular curve, having a radius of 7 feet and tangents which are 37.5 feet South of and parallel with the centerline of N.E. 10th Street and 42.5 feet West of and parallel with the centerline of N.E. 2nd Avenue;

AND

The West 5 feet of the East 15 feet of lot 1;

AND

The West 5 feet of the East 15 feet of the North 72.0 feet of Lot 20;

AND

The West 7.5 feet of the East 17.5 feet of the South 78.0 feet of Lot 20;

AND

The external area of a circular curve, having a radius of 25 feet and tangents which are 42.5 feet West of and parallel with the centerline of N.E. 2nd Avenue and 25 feet North of and parallel with the centerline of N.E. 9th Street.

Parcel A-3 (01-0102-020-1080)

Lot 8 Block 22 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel A-4 (01-0102-020-1100)

The North 100 feet of Lots 9 and 10 Block 22 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel A-5 (01-0102-020-1090)

The South 50 feet of Lots 9 and 10 Block 22 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel A-6 (01-0102-020-1110)

Lot 11 Block 22 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel A-7 (01-0102-020-1120)

Lot 12 Block 22 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel A-8 (01-0102-020-1130)

Lot 13 Block 22 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel E-5 (01-0105-080-1050)

The North 105 feet of Lot 7 and 8, Block 58 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel E-7 (01-0105-080-1070)

The South 120 feet of Lots 11 and 12, in Block 58, NORTH CITY OF MIAMI, according to the plat thereof as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel E-8 (01-0105-080-1080)

The South 120 feet of Lots 13 and 14, in Block 58, NORTH CITY OF MIAMI, according to the plat thereof as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel F-2 (01-0104-030-1040)

Lot 4 and the East one-half of Lot 5, Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel F-3 (01-0104-030-1050)

The West one-half of Lot 5 and the East one-half of Lot 6, less the North 10 feet thereof, Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel F-4 (01-0104-030-1060)

Lot 7 and the West one-half of Lot 6, less the North 10 feet thereof, Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel F-5 (01-0104-030-1070)

Lot 8, less the North 10 feet thereof, Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel F-6 (01-0104-030-1080)

Lots 9 and 10, less the North 10 feet thereof, less the West 10 feet of Lot 10 and less that portion of Lot 10 conveyed to the City of Miami pursuant to that certain deed recorded in Deed Book 1348, Page 312 of the Public Records of Miami-Dade County, Florida, and lying within the external area bounded by a 15.00 foot radius arc concave to the Southeast, tangent to and bounded by the South line of the North 6.00 feet of said Lot 10, and tangent to and bounded by the East line of the West 6 feet of said Lot 10, all in Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel F-7 (01-0104-030-1090)

The North 25 feet of Lots 11 and 12, less the West 10 feet of Lot 11, Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel F-8 (01-0104-030-1100)

The South 25 feet of the North 50 feet of Lots 11 and 12, less the West 10 feet of Lot 11, Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel F-9 (01-0104-030-1110)

The North 50 feet of the South 100 feet of Lots 11 and 12, less the West 10 feet of Lot 11, Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel F-10 (01-0104-030-1120)

The South 50 feet Lots 11 and 12, less the West 10 feet of Lot 11, Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel F-11 (01-0104-030-1130)

Lot 13 Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel H-1 (01-0101-080-1010)

The North 125 feet of Lots 1 and 2, Block 18 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at page 41 of the Public Records of Miami-Dade County, Florida, LESS the east 10 feet of Lot 1.

Parcel H-2 (portion of 01-0101-080-1011)

The South 25 feet of Lots 1 through 5, the North 12.5 feet of Lot 15, the North 25 feet of Lot 16, and the North 12.5 feet of Lots 19 and 20, Block 18 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at page 41 of the Public Records of Miami-Dade County, Florida.

Parcel J-1 (01-0101-090-1121)

The South 125 feet of Lot 14, Block 19 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at page 41 of the Public Records of Miami-Dade County, Florida.

Parcel J-2 (01-0101-090-1130)

The South 125 feet of Lot 15, Block 19 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at page 41 of the Public Records of Miami-Dade County, Florida.

Parcel J-3 (01-0101-090-1052)

The North 125 feet of Lot 6, Block 19 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at page 41 of the Public Records of Miami-Dade County, Florida.

Parcel J-4 (01-0101-090-1060)

The North 125 feet of Lots 7 and 8, Block 19 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at page 41 of the Public Records of Miami-Dade County, Florida.

Parcel J-5 (01-0101-090-1090)

The North 125 feet of Lots 9 and 10, Block 19 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at page 41 of the Public Records of Miami-Dade County, Florida.

LESS AND EXCEPT: The land conveyed to the City of Miami set forth in Warranty Deed recorded in Official Records Book 11622, page 2042, more particularly described as follows:

The West 10 feet of the North 125 feet of Lot 10, Block 19 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at page 41 of the Public Records of Miami-Dade County, Florida.

Parcel J-6 (01-0101-090-1140)

The South 147.5 feet of Lots 16, 17, 18, 19 and the South 147.5 feet of the West 40 feet of Lot 20, less the South 10 feet thereof, Block 19 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida,

LESS AND EXCEPT the following portion of Lot 20:

Begin at the Point of Intersection of the West line of the East 10.00 feet of said Lot 20 with the South line of the North 2.50 feet of said Lot 20; thence run S 02°14'17" E along the West line of the East 10.00 feet of said Lot 20 for a distance of 48.09 feet to the Point of Curvature of a circular curve concave to the West; thence run Northerly and Northwesterly along the arc of said circular curve concave to the West, having a radius of 428.88 feet, through a central angle of 06°28'41", for an arc distance of 48.15 feet to the Point of Intersection with the South line of the North 2.50 feet of said Lot 20; thence run N 87°44'14" E, along the South line of the North 2.50 feet of said Lot 20, for a distance of 2.72 feet to the Point of Beginning.

Parcel J-7 (01-0101-090-1010)

The North 121 feet of Lots 1, 2 and 3, less the East 10 feet of Lot 1, Block 19, North City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, LESS AND EXCEPT the following portion of such Lot 1:

Begin at the Point of Intersection of the North line of said Lot 1 with the West line of the East 10.00 feet of said Lot 1; thence run S 87°44'35" W, along the North line of said Lot 1; for a distance of 40.00 feet to the Northwest corner of said Lot 1; thence run S 02°14'15" E, along the West line of said Lot 1, for a distance of 65.00 feet to the Point of Intersection with the South line of the North 65.00 feet of said Lot 1; thence run N 87°44'35" E, along the South line of the North 65.00 feet of said Lot 1, for a distance of 11.88 feet; thence run S 12°49'23" E for a distance of 56.95 feet to the Point of Intersection with the North line of the South 29.00 feet of said Lot 1, thence run N 87°44'14" E, along the North line of the South 29.00 feet of said Lot 1, for a distance of 17.67 feet to the Point of Intersection with the West line of the East 10.00 feet of said Lot 1; thence run N 02°14'17" W, along the West line the East 10.00 feet of said Lot 1, for a distance of 120.98 feet to the Point of Beginning.

Parcel J-8 (01-0101-090-1050)

The North 125 feet of Lot 4, Block 19, North, City of Miami, according to the plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel J-9 (01-0101-090-1051)

The North 125 feet of Lot 5, Block 19, North, City of Miami, according to the plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel J-10 (01-0101-090-1030)

The South 25 feet of lots 1 through 10, the North 25 feet of Lots 11, 13, 14 and 15, the North 15 feet of Lot 12, the North 2.5 feet of Lots 16 through 19, the North 2.5 feet of the West 40 feet of Lot 20, and the North 25 feet of the East 10 feet of Lot 20, Block 19 North, City of Miami, according to the Plat thereof, as recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida.

AND

The North 4 feet of the South 29 feet of Lots 1 through 3, Block 19 North, City of Miami, according to the Plat thereof, as recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida.

**AFFIDAVIT OF OWNERSHIP AND CONSENT
MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On this 16th day of March, 2015, personally appeared before me, Nitin Motwani, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Vice President of Miami Second Manager, Inc., managing member of MIAMI SECOND, LLC, a Delaware limited liability company (the "Company").
2. The Company is the owner of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property")
3. Affiant hereby represents that she/he has full authority to execute all documents and instruments on behalf of the Company, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Miami World Center Community Development District (the "Proposed CDD").
4. The Property constitutes a portion of the real property to be included in the Proposed CDD.
5. Affiant, on behalf of the Company, hereby consents to the establishment of the Proposed CDD.

MIAMI SECOND, LLC, a Delaware limited liability company

By: Miami Second Manager, Inc.,
a Delaware corporation, its managing member

By: [Signature]
Nitin Motwani, Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 16 day of March, 2015, by Nitin Motwani, as Vice President of Miami Second Manager, Inc. a Delaware corporation, the managing member of MIAMI SECOND, LLC a Delaware limited liability company. ~~He~~she is personally known to me [] or produced _____ as identification.



Alexa Hackmeier
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM

Alexa Hackmeier
Notary Public
Alexa Hackmeier
Typed, printed or stamped name of Notary Public

Exhibit "A" to Affidavit

Legal description of Property

Parcel C-9 (01-0104-020-1130)

The South 100 feet of Lots 11 and 12 Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

**AFFIDAVIT OF OWNERSHIP AND CONSENT
MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On this 16th day of March, 2015, personally appeared before me, Nitin Motwani, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Vice President of Miami Third Manager, Inc., managing member of MIAMI THIRD, LLC, a Delaware limited liability company (the "Company").
2. The Company is the owner of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property")
3. Affiant hereby represents that she/he has full authority to execute all documents and instruments on behalf of the Company, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Miami World Center Community Development District (the "Proposed CDD").
4. The Property constitutes a portion of the real property to be included in the Proposed CDD.
5. Affiant, on behalf of the Company, hereby consents to the establishment of the Proposed CDD.

MIAMI THIRD, LLC, a Delaware limited liability company

By: Miami Third Manager, Inc.,
a Delaware corporation, its managing member

By: [Signature]
Nitin Motwani, Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 16 day of March, 2015, by Nitin Motwani, as Vice President of Miami Third Manager, Inc. a Delaware corporation, the managing member of MIAMI THIRD, LLC, a Delaware limited liability company. He she is personally known to me [] or produced _____ as identification.



Alexa Hackmeier
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM

[Signature]
Notary Public
Alexa Hackmeier
Typed, printed or stamped name of Notary Public

Exhibit "A" to Affidavit

Legal description of Property

Parcel F-16 (01-0104-030-1180)

Lots 19 and 20 Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel K-1 (01-0102-030-1010)

The North 30 feet of the South 75 feet of Lots 1 and 2, Block 23 North, City of Miami, according to the Plat thereof, as recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida

Parcel K-2 (01-0102-030-1020)

The North one half of Lots 1 and 2, Block 23 North, City of Miami, according to the Plat thereof, as recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida.

Parcel K-3 (01-0102-030-1030)

The South 45 feet of Lots 1 and 2, Block 23 North, City of Miami, according to the Plat thereof, as recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida.

Parcel K-4 (01-0102-030-1040)

Lot 3, Block 23 North, City of Miami, according to the Plat thereof, as recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida.

Parcel K-5 (01-0102-030-1060)

Lot 6, LESS the North 10 feet thereof, Block 23 North, City of Miami, according to the Plat thereof, as recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida.

Parcel K-6 (01-0102-030-1070)

Lots 7 and 8, LESS the North 8 feet thereof, Block 23 North, City of Miami, according to the Plat thereof, as recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida.

Parcel K-7 (01-0102-030-1100)

The South 50 feet of Lots 9 and 10, Block 23 North, City of Miami, according to the Plat thereof, as recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida.

Parcel K-8 (01-0102-030-1120)

The South one half of Lot 11, Block 23 North, City of Miami, according to the Plat thereof, as recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida.

Parcel K-9 (01-0102-030-1130)

The South one half of Lot 12, Block 23 North, City of Miami, according to the Plat thereof, as recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida.

Parcel K-10 (01-0102-030-1140)

Lot 13, Block 23 North, City of Miami, according to the Plat thereof, as recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida.

Parcel K-11 (01-0102-030-1200)

The South 85 feet of Lot 19, Block 23 North, City of Miami, according to the Plat thereof, as recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida.

Parcel K-12 (01-0102-030-1210)

The North 65 feet of Lot 19 and the North 65 feet of Lot 20, Block 23 North, City of Miami, according to the Plat thereof, as recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida.

Parcel K-13 (01-0102-030-1220)

The South 85 feet of Lot 20, Block 23 North, City of Miami, according to the Plat thereof, as recorded in Plat Book "B", at Page 41 of the Public Records of Miami-Dade County, Florida.

Parcel K-14 (01-0102-030-1050)

Lots 4 and 5, Block 23, North, City of Miami, according to the map or plat thereof, recorded in Plat Book B, Page 41, of the public records of Miami-Dade County, Florida.

Parcel K-15 (01-0102-030-1090)

The South 50 feet of the North 100 feet of Lots 9 and 10, Block 23, NORTH, CITY OF MIAMI, according to the Plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel K-16 (01-0102-030-1110)

The South 25 feet of the North 75 feet of Lots 11 and 12, and the North 50 feet of Lots 11 and 12, Block 23, MIAMI NORTH, according to the Plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel K-17 (01-0102-030-1080)

The North 50 feet of Lots 9 and 10, Block 23 North, CITY OF MIAMI, according to the plat thereof as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

**AFFIDAVIT OF OWNERSHIP AND CONSENT
MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On this 16th day of March, 2015, personally appeared before me, Nitin Motwani, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Vice President of Miami Fourth Manager, Inc., managing member of Miami Fourth, LLC, a Florida limited liability company (the "Company").
2. The Company is the owner of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property")
3. Affiant hereby represents that she/he has full authority to execute all documents and instruments on behalf of the Company, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Miami World Center Community Development District (the "Proposed CDD").
4. The Property constitutes a portion of the real property to be included in the Proposed CDD.
5. Affiant, on behalf of the Company, hereby consents to the establishment of the Proposed CDD.

MIAMI FOURTH, LLC, a Florida limited liability company

By: Miami Fourth Manager, Inc.,
a Delaware corporation, its managing member

By: [Signature]
Nitin Motwani, Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 16 day of March, 2015, by Nitin Motwani, as Vice President of Miami Fourth Manager, Inc. a Delaware corporation, as managing member of MIAMI FOURTH, LLC, a Florida limited liability company. she is personally known to me [] or produced _____ as identification.



Alexa Hackmeier
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM

Alexa Hackmeier
Notary Public
Alexa Hackmeier
Typed, printed or stamped name of Notary Public

Exhibit "A" to Affidavit

Legal description of Property

Parcel A-2 (01-0102-020-1030)

Lots 6 and 7 Block 22 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, less the North 10 feet thereof.

Parcel A-9 (01-0102-020-1140)

Lots 14 and 15 Block 22 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-12 (01-0104-020-1160)

Lot 15 Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-13 (01-0104-020-1170)

Lot 16 Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-14 (01-0104-020-1180)

Lot 17 Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel E-2 (01-0105-080-1020)

The North 105 feet of the West one-quarter of Lot 2, and the North 105 feet of the East one-half of Lot 3, Block 58 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel E-3 (01-0105-080-1030)

The North 105 feet of the West one-half of Lot 3 and the North 105 feet of Lot 4, Block 58 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel E-4 (01-0105-080-1040)

The North 105 feet of Lot 5 and 6, Block 58 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel E-6 (01-0105-080-1060)

Lots 9 and 10, less the South 30 feet thereof, Block 58 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel F-1 (01-0104-030-1020)

Lots 1 through 3, less the North 10 feet and less the East 10 feet of Lot 1, Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel F-12 (01-0104-030-1140)

Lot 14 Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel F-13 (01-0104-030-1150)

Lot 15 Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel F-14 (01-0104-030-1160)

Lots 16 and 17 Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel F-15 (01-0104-030-1170)

Lot 18 Block 43 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

**AFFIDAVIT OF OWNERSHIP AND CONSENT
MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On this 16th day of March, 2015, personally appeared before me, Nitin Motwani, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Vice President of Miami A/I Manager, Inc., managing member of MIAMI A/I, LLC, a Delaware limited liability company (the "Company").
2. The Company is the owner of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property")
3. Affiant hereby represents that she/he has full authority to execute all documents and instruments on behalf of the Company, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Miami World Center Community Development District (the "Proposed CDD").
4. The Property constitutes a portion of the real property to be included in the Proposed CDD.
5. Affiant, on behalf of the Company, hereby consents to the establishment of the Proposed CDD.

MIAMI A/I, LLC, a Delaware limited liability company

By: Miami A/I Manager, Inc.,
a Delaware corporation, its managing member

By: [Signature]
Nitin Motwani, Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 16 day of March, 2015, by Nitin Motwani, as Vice President of Miami A/I Manager, Inc. a Delaware corporation, the managing member of MIAMI A/I, LLC a Delaware limited liability company. he/she is personally known to me [] or produced _____ as identification.



Alexa Hackmeier
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM

[Signature]
Notary Public
Alexa Hackmeier
Typed, printed or stamped name of Notary Public

Exhibit "A" to Affidavit

Legal description of Property

Parcel B-1 (01-0103-090-1010)

The North 100 feet of Lots 1 and 2, less the East 35 feet thereof, Block 39 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel B-2 (01-0103-090-1030)

Lots 3 and 4 Block 39 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel B-3 (01-0103-090-1040)

Lots 5 and 6 Block 39 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel B-4 (01-0103-090-1050)

Lots 7, 8 and 13, together with the South 90 feet of Lots 11 and 12, all in Block 39 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel B-5 (01-0103-090-1060)

Lots 9 and 10, together with the North 60 feet of Lots 11 and 12, all in Block 39 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel B-6 (01-0103-090-1110)

Lot 14 Block 39 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel B-7 (01-0103-090-1120)

Lot 15 Block 39 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel B-8 (01-0103-090-1130)

Lot 16, less the South 8 feet thereof, Block 39 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel B-9 (01-0103-090-1140)

Lots 17 and 18, less the South 8 feet thereof, Block 39 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel B-10 (01-0103-090-1020)

Lots 19 and 20, less the South 60.5 feet thereof and less the East 35 feet of Lot 20, together with the South 50 feet of Lot 1, less the East 35 feet, and the South 50 feet of Lot 2, all in Block 39 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-1 (01-0104-020-1010)

The North 140 feet of Lot 1, less the East 10 feet thereof, Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-2 (01-0104-020-1030)

The East one-half of the North 140 feet of Lot 2 Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-3 (01-0104-020-1040)

The West one-half of the North 140 feet of Lot 2 Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-4 (01-0104-020-1050)

Lot 3 Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-5 (01-0104-020-1080)

Lot 4, 5 and 6 Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-6 (01-0104-020-1090)

Lot 7 Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-7 (01-0104-020-1100)

Lot 8 Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-8 (01-0104-020-1110)

Lots 9 and 10 Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-10 (01-0104-020-1140)

Lot 13 Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-11 (01-0104-020-1150)

Lot 14 Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-15 (01-0104-020-1190)

Lot 18 Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-16 (01-0104-020-1200)

The South 100 feet of Lot 19 Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-17 (01-0104-020-1210)

The South 100 feet of Lot 20, less the East 10 feet thereof, Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel C-18 (01-0104-020-1020)

The South 10 feet of Lots 1 and 2, together with the North 50 feet of Lots 19 and 20, all in Block 42 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel D-1 (01-0105-090-1020)

All of Lots 1 through 10, except the South 45 feet of Lots 1 through 10 and except the East 33 feet of Lot 1, and except the West 10 feet of Lot 10 thereof, Block 59 North, City of Miami,

according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel E-1 (01-0105-080-1010)

The North 120 feet of Lot 1, less the East 10 feet of Lot 1 and the East three-quarters of the North 105 feet of Lot 2, Block 58 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida.

Parcel E-9 (01-0105-080-1120)

The South 120 feet of Lots 19 and 20, less the East 10 feet of Lot 20, Block 58 North, of CITY OF MIAMI, according to the plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Miami-Dade County, Florida.

**AFFIDAVIT OF OWNERSHIP AND CONSENT
MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT**

STATE OF Florida
COUNTY OF Miami-Dade

On this 16th day of March, 2015, personally appeared before me, Nathan Forbes, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Authorized Signatory of FORBES MIAMI NE 1ST AVENUE LLC, a Michigan limited liability company (the "Company").
2. The Company is the owner of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property").
3. Affiant hereby represents that she/he has full authority to execute all documents and instruments on behalf of the Company, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Miami World Center Community Development District (the "Proposed CDD").
4. The Property constitutes a portion of the real property to be included in the Proposed CDD.
5. Affiant, on behalf of the Company, hereby consents to the establishment of the Proposed CDD.

FORBES MIAMI NE 1ST AVENUE LLC,
a Michigan limited liability company

By: Nathan Forbes
Name: Nathan Forbes
Its: Authorized Signatory

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 16 day of March, 2015, by Nathan Forbes, as Authorized Signatory of FORBES MIAMI NE 1ST AVENUE, LLC, a Michigan limited liability company. He/she is personally known to me [] or produced _____ as identification.



Alexa Hackmeier
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM

Alexa Hackmeier
Notary Public
Alexa Hackmeier
Typed, printed or stamped name of Notary Public

Exhibit "A" to Affidavit

Legal description of Property

Parcel K-18 (01-0104-020-1120)

The North 50 feet of Lots 11 and 12, Block 42 North, "City of Miami", according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami Dade County, Florida.

EXHIBIT 4

INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS

Name: John Chiste
Address: 1951 NW 19th
Boca Raton, FL 33431

Name: Stephen Colamarino
Address: 1951 NW 19th
Boca Raton, FL 33431

Name: Joe DiCristina
Address: 1951 NW 19th
Boca Raton, FL 33431

Name: Cora DiFore
Address: 1951 NW 19th
Boca Raton, FL 33431

Name: Neil Eisner
Address: 1951 NW 19th
Boca Raton, FL 33431

All of the initial members of the Board of Supervisors are residents of the State of Florida and citizens of the United States.

John F. Chiste C.P.A.
Curriculum Vitae

Encore Housing Opportunity Fund I, Fund II and Rescore Property Corp., Chief Financial Officer, 2010 to Present,

Private Equity Funds with assets under management in excess of \$1.0 billion focused on acquiring opportunistic and distressed residential real estate primarily in Florida, Texas, Arizona and California.

Falcone Group, Chief Financial Officer, 2005 to Present

Work directly with the Founders with total financial responsibility of this privately held multi-billion dollar diversified real estate portfolio of companies, including financial accounting and reporting, budgeting and forecasting along with managing and increasing credit facilities;

Worked on Transeastern sale to Technical Olympic USA (TOUSA) including subsequent restructuring and dissolution of joint venture;

Worked on sale of Century Communications to Comcast and Brighthouse (full-service TV, internet, alarm and communications company associated with Transeastern);

Ongoing work with Miami Worldcenter: 18 million square foot, mixed-use, master-planned development in downtown Miami, FL.

SOLITRON DEVICES, INC., Member Board of Directors, 2015-present, Director and Chairman of Audit Committee of this publicly held manufacturing and Distribution Company.

FORWARD INDUSTRIES, INC., Member, Board of Directors, 2008 - 2015

Director and Chairman of Audit Committee of this publicly held design, marketing and Distribution Company.

BLUEGREEN CORPORATION (NYSE: BXG), Chief Financial Officer, 1997 - 2005

Total responsibility and accountability for the financial functions of \$600 million NYSE listed developer and operator of timeshare resorts, residential land and golf communities;

Presided over staff of more than 175 employees in the areas of financial reporting and accounting, acquisitions and investments, federal & state taxes, mortgage operations, title and risk management;

Directed transition from residential land developer to the sixth-largest U.S. developer and operator of timeshare resorts, and residential land and golf communities:

- ◊ Timeshare revenues increased from \$27 million to \$311 million annually,
- ◊ Residential land and golf revenues increased from \$72 million to \$192 million annually,
- ◊ Employees grew from 2,000 to 4,500;

Secured financing to fortify financial position and fund organic and acquisition-led growth, including:

- ◊ \$325 million Rule 144A private offerings of timeshare loan-backed securities,
- ◊ \$110 million high yield debt offering,
- ◊ \$50 million in newly issued common stock to Morgan Stanley, which was subsequently sold to Levitt Corporation (NYSE: LEV),
- ◊ \$400 million in separately arranged timeshare receivables facilities,
- ◊ \$200 million in acquisition & development lines,
- ◊ \$15 million in unsecured working capital lines of credit;

Contributed to increased shareholder value from 2001 to 2004:

- ◊ Total revenue increased from \$275 million to \$602 million,
- ◊ Net income rose from \$3 million to \$36 million,
- ◊ Shareholders' equity increased from \$137 million to over \$272 million,
- ◊ Debt-to-equity ratio was reduced from 1.60:1 to 0.9:1,
- ◊ Reduced effective tax rate from 41% to 38.5%;

Co-Chaired Information Technology Steering Committee

- ◊ Sponsored investment in and implementation of cross-functional, multi-discipline platforms that controlled costs, improved efficiencies and enhanced customer service;

Conducted road show presentations in connection with various financings and investor relations responsibilities;

Directed activities of outside investor relations firm, established and maintained relationships with sell-side analysts, buy-side professionals and rating agencies;

Responsible for successful implementation of Sarbanes-Oxley compliance measures and Section 404 certification;

The Company was named by Forbes as one of America's "200 Best Small Companies" in 2004.

COMPSCRIPT, INC., Chief Financial Officer, 1997 .

Total financial and accounting responsibility for this NASDAQ provider of pharmacy management services;

Negotiated and closed three acquisitions during a four-month period;

Left for better opportunity with Bluegreen Corporation.

COMPUTER INTEGRATION CORP., Chief Financial Officer, 1992 – 1997

Total financial and accounting responsibility for this \$450 million NASDAQ provider of information products and services;

Negotiated and closed three acquisitions aggregating approximately \$400 million in revenues;

Completed a reverse merger to obtain public company status;

Company was acquired by CompuCom Inc.

ERNST & YOUNG, LLP, Senior Manager, 1983 – 1992

Served a variety of publicly-held and privately owned entities in the following industries: real estate and construction, finance, manufacturing, distribution;

Developed significant expertise related to GAAP and SEC reporting, M&A, debt and equity offerings, and due diligence;

Coordinator of recruiting efforts for South Florida Practice;

State and national instructor for professional staff and client education classes.

EDUCATION / CERTIFICATIONS / PERSONAL AFFILIATIONS

Florida Atlantic University, BBA, Accounting

Certified Public Accountant (CPA), State of Florida

Past President/Executive Board for Big Brothers/Big Sisters of Palm Beach
County

Stephen Colamarino
Managing Director – Capital Markets
Encore Capital Management
1951 NW 19TH Street, Suite 200
Boca Raton, FL 33431

Current Employment:

Encore Capital Management 2008-Present
Managing Director – Capital Markets
Head of sourcing, underwriting and structuring multifamily acquisitions nationwide

Past Employment:

Lennar Corporation 2006-2008
Director of Corporate Development, Lennar Financial Services / Lennar Ventures

Westfield Corporation 2005-2006
Management Associate, Corporate Finance

Burger King Corporation 2001-2003
Senior Financial Analyst, Finance Business Development

Donaldson Lufkin & Jenrette 1998-2000
Analyst, Investment Banking

Education:

Stanford University Graduate School of Business 2003-2005
M.B.A.

Yale University 1993-1997
B.A. in Political Science with concentration in International Relations

Additional Information:

Member of the Urban Land Institute

JOSEPH G. DICRISTINA
11877 Sandlake Drive, Boca Raton, FL 33428
(305) 525-2987
jdicristina@comcast.net

SUMMARY OF QUALIFICATIONS

- >Extensive experience in taking conceptual strategies for real estate businesses and applying "hands-on" leadership to grow them into highly competitive, profitable entities.
- >Proven abilities in acquisition and development of sites, market analysis, investment strategy, entitlements, capital procurement, construction, cost control, lease up and repositioning of existing assets.
- >Proficient in public/private deal structuring and governmental negotiations.
- >Formulated redevelopment and public finance strategies.
- >Excellent oral, written, leadership and management skills. Proven team player.

PROFESSIONAL EXPERIENCE

Encore Capital Management, Boca Raton, FL 2012 to Present
President and Chief Investment Officer, Multifamily Division

- >Responsible for creating and leading market rate multifamily investment business
- >Entity owns/controls over \$750 million in investments – 3,300 units

AMERICAN GROUP ADVISORS, LLC, Miami, FL, 2007 to 2011
Managing Principal

- >Court appointed receiver and REO services for financial institutions and court systems.

DICRISTINA & ASSOCIATES, Boca Raton, FL, 2002 to Present
President

- >Provides advisory services on real estate, development and investment matters.

THE CORNERSTONE GROUP, Coral Gables, FL 2000 to 2002
Managing Director, Market Rate Division

- >Recruited to create, manage and execute business plan for market rate multifamily rental "startup" subsidiary of an existing tax-credit developer.
- >Entity ultimately developed approximately \$140 million in investments – 1,500 units.
- >Prepared strategic plan including target markets, volume and return on investment targets.

AMERITON PROPERTIES INCORPORATED, Denver, CO 1997 to 1999
Executive Director, Development and Operations

- >Member of senior management team responsible for creating "startup" subsidiary of Archstone Communities Trust.
- >Entity's business focus included development of multifamily communities through direct ownership and equity investments.
- >In 1999 entity controlled over \$400 million in investments – 4,700 units in 13 cities.

ARCHSTONE COMMUNITIES TRUST, Austin, TX 1994 to 1997

Senior Vice President, Investments – Central Region

- >Overall responsibility for \$250 million multifamily development/redevelopment program in Denver, San Antonio, Austin, Houston, El Paso, Kansas City and Dallas for NYSE listed REIT.
- >Responsible for development of 3,100 multifamily units.
- >Responsible for redevelopment/repositioning of 1,800 units in 5 communities.
- >Supervised execution of \$3 million capital expenditure program for 12,000 units.
- >Obtained entitlements for Memorial Heights Village and structured its Tax Increment Financing District (TIF) – a 73 acre mixed-use development (multifamily, owner occupied housing, retail and parks) adjacent to downtown Houston.
- >Responsible for development of Village of Monterey Ranch in Austin (ultimate build out 1,200 units + 60,000 sf of commercial/retail space).

ROBERTSON HOMES, Stockton, CA 1985 to 1994

Vice President, Forward Planning

- >Obtained entitlements for 8 multifamily projects (2,600 units) throughout California.
- >Obtained entitlements for Rolling Hills Ranch, 160-acre mixed-use development in Riverside County, CA.
- >Obtained entitlements and developed infrastructure for 305 single-family home subdivision in Riverbank, CA.
- >Structured and administered the private assessment district for the development of the 330-acre Archibald Ranch mixed use development in Ontario, CA.

THE HARLAN COMPANY, INC., N.Y. N.Y. 1984 TO 1985

Associate

- >Prepared the financial analysis for the sale of the 3mm s.f. Water Tower Place in Chicago.
- >Lead the premarketing turnaround program for a 110-unit coop conversion in Manhattan.
- >Completed residential, office, hotel and retail financial and market studies.

EDUCATION

UNIVERSITY OF PENNSYLVANIA, Philadelphia, PA.

Master of City Planning, Student at Wharton School, 1984

ARIZONA STATE UNIVERSITY, Tempe, AZ.

Bachelor of Science, Certificate in City Planning, 1982

Deans List, Fall 1980, Spring 1981, Fall 1981, Spring 1982

Cora DiFiore

Experience

August 2004 - Present - Falcone Group, LLC, Boca Raton, FL
Vice President

- Administration of all aspects of human resources
- Responsible for company insurance
- Payroll
- Various other responsibilities in administration
- Handle all personal matters for Arthur Falcone

January 1990 - July 2004 - Transeastern Properties, Inc., C.S., FL

Vice President of Administration

- Administration of all aspects of human resources
- Responsible for company insurance
- Responsible for monitoring of company home closings
- Accounts Payable -- Accounts Receivable
- Payroll
- Various other responsibilities in administration

Other

December 2012 to Present - Reunion East CDD

Board Member

December 2012 to Present - Reunion West CDD

Board Member

May 2007 to December 2009 - Waterford Landing CDD

Board Member

Education

1974-1978

University of Stony Brook,

Stony Brook, NY

B.A., Sociology

Neil Eisner
Managing Director
South Florida Region at Encore Capital Management
1951 NW 19TH Street, Suite 200
Boca Raton, FL 33431

Employment:

Encore Capital Management **Present**
Managing Director
Head of Master Planned Residential Communities

Crystalline Capital **Present**
Managing Principal

Crystalline Real Estate Group **Present**
Managing Principal

Transeastern Homes **1994 – 2006**
President & Chief Operating Officer

Education:

University of Maryland – School of Business & Management 1977

Additional Information:

Florida's Gold Coast Builders Association – Two term President
National Association of Home Builders - Member

EXHIBIT 5

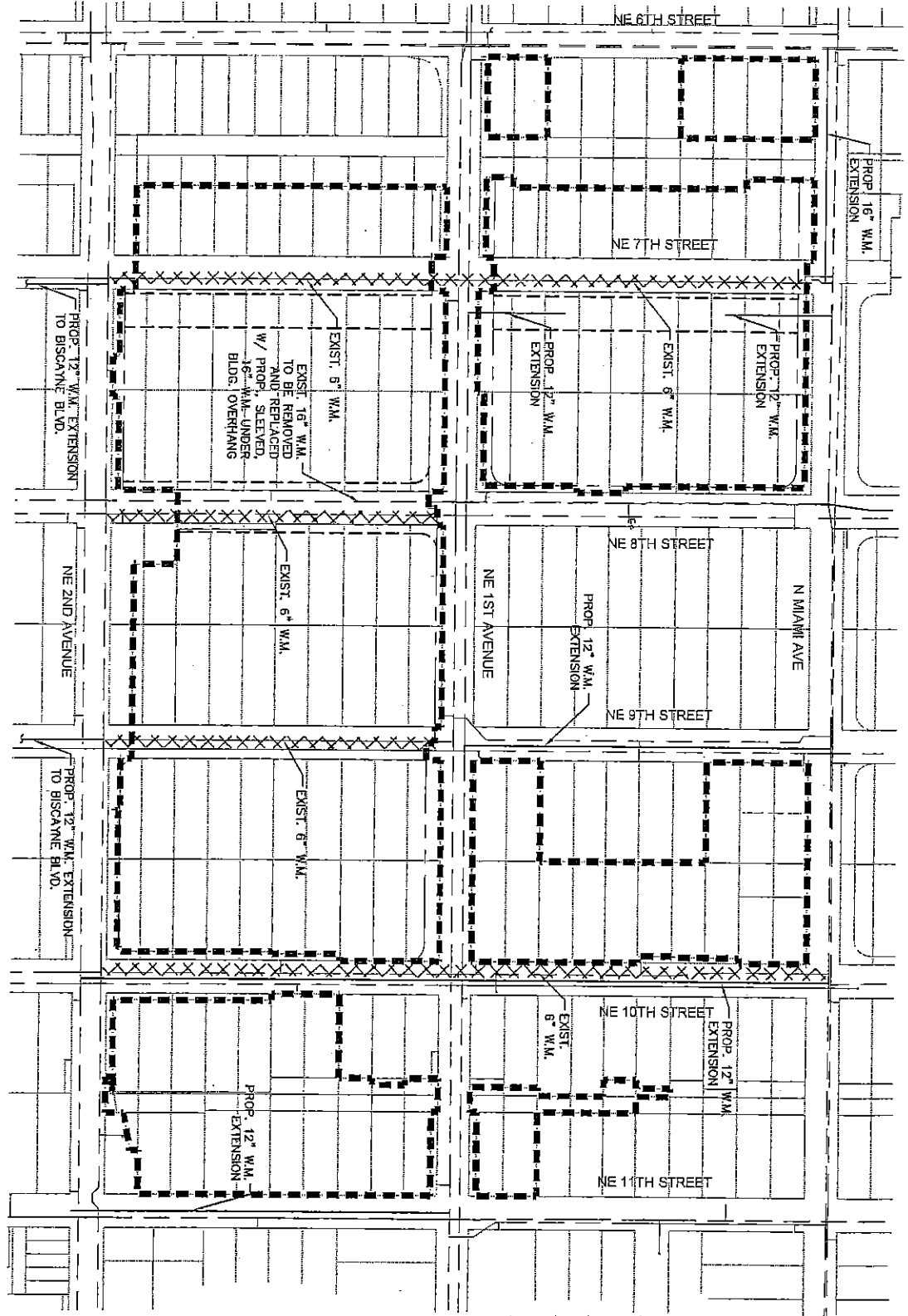
MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS

Kimley-Horn
 © 2008 KIMLEY-HORN AND ASSOCIATES, INC.
 1421 BRICKWOOD DRIVE, SUITE 400
 MIAMI, FL 33134
 WWW.KIMLEY-HORN.COM CA 0000088

MIAMI WORLD CENTER

WATER DISTRIBUTION SYSTEM

CITY OF MIAMI, FLORIDA



LEGEND:

- RIGHT-OF-WAY
- - - WATER MAIN
- XXXXX WATER MAIN TO BE REMOVED
- PROPOSED WATER MAIN (SEE EXHIBIT FOR EASEMENTS AND RIGHT-OF-WAY TO BE VACATED)
- DISTRICT BOUNDARY

GRAPHIC SCALE IN FEET
 0 75 150 300

NORTH

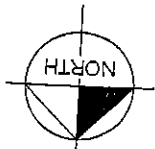
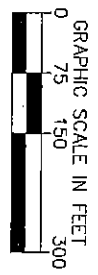
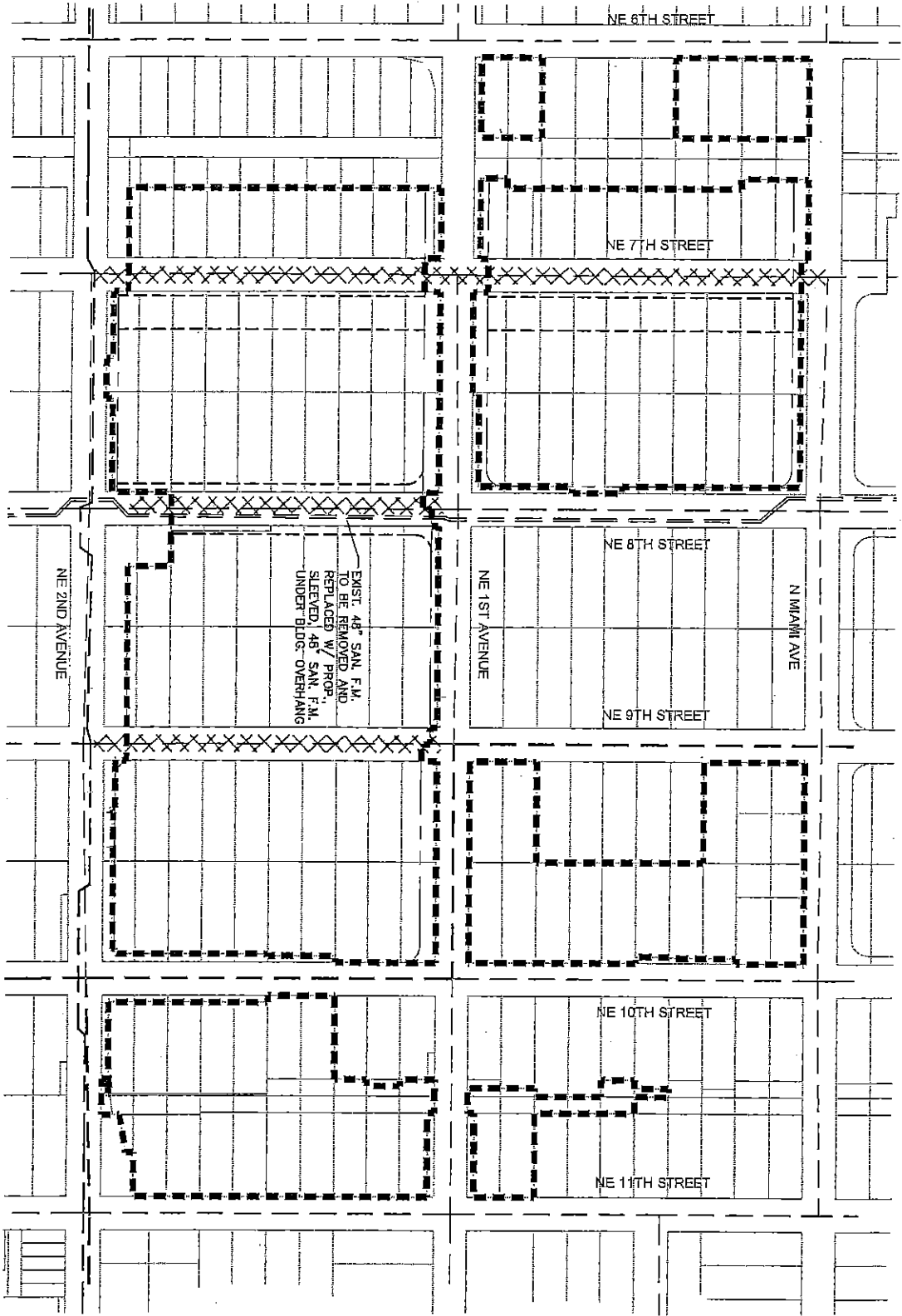
OK

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 1320 BRICKELL AVENUE, SUITE 400, MIAMI, FL 33131
 WWW.KIMLEY-HORN.COM CA 0009085

MIAMI WORLD CENTER

SANITARY SEWER SYSTEM

CITY OF MIAMI, FLORIDA



LEGEND:

- RIGHT-OF-WAY
- SEWER MAIN
- SANITARY SEWER TO BE REMOVED
- PROPOSED SANITARY SEWER (SEE EXHIBIT FOR EASEMENTS AND RIGHT-OF-WAY TO BE VACATED)
- DISTRICT BOUNDARY

14

7

EXHIBIT 6

PROPOSED TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS

	<u>Start Date</u>	<u>Completion Date</u>
Stormwater Management System	June 2015	June 2018
Water Distribution System	June 2015	June 2018
Wastewater Collection System	June 2015	June 2018
Roadway Improvements	September 2015	June 2018
Landscaping/Open Space/Lighting/Signage	June 2015	June 2018
Mass-Transit Facilities	June 2016	June 2018

EXHIBIT 7

ESTIMATED COSTS OF DISTRICT IMPROVEMENTS

	<u>Costs:</u>
Stormwater Management System	\$3,600,000
Water Distribution System	\$3,200,000
Wastewater Collection System	\$4,700,000
Roadway Improvements	\$23,100,000
Landscaping/Open Space/Lighting/Signage	\$31,200,000
Mass-Transit Facilities	\$7,000,000
Total Estimated Costs:	\$72,800,000

EXHIBIT 8

ZONING APPROVAL



City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Master Report

Ordinance 13039

File ID #: 08-01015zc

Enactment Date: 11/13/08

Version: 3

Controlling Office of the City
Body: Clerk

Status: Passed

Title: AN ORDINANCE OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AMENDING PAGE NOS. 23 AND 36 OF THE ZONING ATLAS OF ZONING ORDINANCE NO. 11000, AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF MIAMI, BY ADDING SD-16.3 "MIAMI WORLDCENTER", GENERALLY BOUNDED BY NORTHEAST 2ND AVENUE TO THE EAST, NORTH MIAMI AVENUE TO THE WEST, NORTHEAST 11TH STREET TO THE NORTH AND NORTHEAST 6TH STREET TO THE SOUTH, EXCLUDING THE AREAS GENERALLY DESCRIBED AS "THE CLUB DISTRICT" AND THE "NETWORK ACCESS POINT OF THE AMERICAS (NAP CENTER)"; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Reference:

Introduced: 9/29/08

Name: Zoning Change - NE 2 Av to E, N Mia Av to W, NE 11 St to N & NE 6 St to S

Requester:

Cost:

Final Action: 11/13/08

Board PAB-08-041

Board Enactment 10/15/08
Date:

Enactment

Number:

Notes:

Sections:

Indexes:

Attachments: 08-01015zc Color Map.pdf, 08-01015zc Analysis.pdf, 08-01015zc CC Legislation (Version 2).pdf, 08-01015zc Exhibit A.pdf, 08-01015zc CC FR Fact Sheet.pdf, 08-01015zc PAB Reso.PDF, 08-01015zc-Submittal-Downtown Development Authority Resolution.pdf, Item#P.2- 08-01015zc- SD-16.3 Zoning Atlas- PAB_10.15.08.pdf, 08-01015zc CC Legislation (Version 3).pdf, 08-01015zc CC SR Fact Sheet.pdf

Action History

Ver.	Acting Body	Date	Action	Sent To	Due Date	Returned	Result
1	Planning Advisory Board	10/15/08	Recommended Approval				1

75

A motion was made by Janice I. Tarbert, seconded by Donna E. Milo, that this matter be Recommended Approval. The motion carried by the following vote:

Aye: 5 - Guillermo A. Revuelta, Maria Sardiña Mann, Janice I. Tarbert, Donna E. Milo and Ernest Martin

Absent: 5 - Tamara Gort, Nina West, Maria Beatriz Gutierrez, Arva Moore Parks McCabe and Vivian Villaamil

- | | | | |
|---|-----------------------------|----------|--|
| 2 | Office of the City Attorney | 10/20/08 | Review Pending |
| 3 | City Commission | 10/23/08 | PASSED ON FIRST READING WITH MODIFICATIONS |

1

A motion was made by Marc David Sarnoff, seconded by Michelle Spence-Jones, that this matter be PASSED ON FIRST READING WITH MODIFICATIONS. Chair Sanchez: All right. Now we go to PZ.10, which is a companion item, and this item pertains to the atlas change which basically supports the land change to create the Miami Worldcenter.

Roberto Lavernia (Chief of Land Development, Planning Department): Exactly.

Chair Sanchez: You're recognized for the record.

Mr. Lavernia: It's just putting on the zoning atlas the boundaries for the district as SD-16.3.

Chair Sanchez: Okay.

Commissioner Sarnoff: So moved.

Vice Chair Spence-Jones: Second.

Commissioner González: Second.

Chair Sanchez: There's a motion by Commissioner Sarnoff, second by the Vice Chair. Before we open up for discussion, it requires a public hearing. It is an ordinance on first reading; it requires to come back to the Commission on second reading. Anyone from the public wishing to address this item? Seeing no one, the public hearing is closed, coming back for deliberation. Hearing no comments, read the ordinance into the record, followed by a roll call.

The Ordinance was read by title into the public record by Deputy City Attorney Maria J. Chiaro.

Chair Sanchez: Okay, roll call.

Pamela E. Burns (Assistant City Clerk): And we also have a substitution on this item, Mr. Chair?

Chair Sanchez: I don't believe so. There's no substitution on this item. Is it the same item? Do you got a --

Mr. Lavernia: The same one. The result of the Planning Advisory Board.

Chair Sanchez: Okay. All right. I do apologize, Madam Clerk.

Ms. Burns: Roll call.

A roll call was taken, the result of which is stated above.

Ms. Burns: This item has passed on first reading, 5/0, as modified.

Chair Sanchez: All right. The motion carried by the following vote:

Aye: 5 - Angel González, Marc David Sarnoff, Joe Sanchez, Tomas Regalado and Michelle Spence-Jones

3 Office of the City Attorney 11/12/08 Reviewed and Approved

3 City Commission 11/13/08 ADOPTED

1

A motion was made by Angel González, seconded by Michelle Spence-Jones, that this matter be ADOPTED. Chair Sanchez: All right. PZ.5 is also an ordinance on second reading, and what this does is adds the SD-16.3, Miami Worldcenter, to the atlas -- zoning atlas. Now can you just state something briefly on the record?

Roberto Lavernia (Chief of Land Development, Planning Department): No.

Chair Sanchez: Okay. Need a motion and a second.

Commissioner González: Move it.

Chair Sanchez: There's a motion --

Vice Chair Spence-Jones: Second.

Chair Sanchez: -- by Commissioner González, being second by the Vice Chair. Before we open up for discussion, it requires a public hearing. The public hearing is open. Anyone from the public wishing to address this item? If not, the public hearing is closed, and it comes back to the Commission. Any discussion on the item? No discussion on the item. It is an ordinance on second reading. Read the ordinance, followed by a roll call.

The Ordinance was read by title into the public record by Deputy City Attorney Maria J. Chiaro.

Chair Sanchez: All right, roll call.

Pamela E. Burns (Assistant City Clerk): Roll call.

A roll call was taken, the result of which is stated above.

Ms. Burns: This item has been adopted on second reading, 4/0. The motion carried by the following vote:

Aye: 4 - Angel González, Joe Sanchez, Tomas Regalado and Michelle Spence-Jones

Absent: 1 - Marc David Samoff

3 Office of the Mayor 11/17/08 Signed by the Mayor Office of the City Clerk

3 Office of the City Clerk 11/19/08 Signed and Attested by City Clerk

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City of Miami

Legislation

Ordinance

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 08-01015zc

Final Action Date:

AN ORDINANCE OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AMENDING PAGE NOS. 23 AND 36 OF THE ZONING ATLAS OF ZONING ORDINANCE NO. 11000, AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF MIAMI, BY ADDING SD-16.3 "MIAMI WORLDCENTER", GENERALLY BOUNDED BY NORTHEAST 2ND AVENUE TO THE EAST, NORTH MIAMI AVENUE TO THE WEST, NORTHEAST 11TH STREET TO THE NORTH AND NORTHEAST 6TH STREET TO THE SOUTH, EXCLUDING THE AREAS GENERALLY DESCRIBED AS "THE CLUB DISTRICT" AND THE "NETWORK ACCESS POINT OF THE AMERICAS (NAP CENTER)"; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Miami Planning Advisory Board, at its meeting of October 15, 2008, Item No. P.2, following an advertised hearing, adopted Resolution No. PAB-08-041 by a vote of five to zero (5-0), recommending APPROVAL of a change of the zoning atlas, as hereinafter set forth; and

WHEREAS, the City Commission after careful consideration of this matter deems it advisable and in the best interest of the general welfare of the City of Miami and its inhabitants to amend the Zoning Atlas of Ordinance No. 11000 as hereinafter set forth;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The Zoning Atlas of Ordinance No. 11000, as amended, the Zoning Ordinance of the City of Miami, Florida, Pages 23 and 36 of the Zoning Atlas of the City of Miami, Florida, by adding the SD-16.3 "Miami Worldcenter", generally bounded by Northeast 2nd Avenue to the East, North Miami Avenue to the West, Northeast 11th Street to the North and Northeast 6th Street to the South, with the exception of areas generally described as "The Club District" and The Network Access Point of the Americas "NAP Center"; boundaries more specifically identified in the map attached hereto as Exhibit "A"; and

Section 2. It is found that this change:

- (a) is consistent with the intent of the area and will not impose an adverse impact on the adjacent community.
- (b) is in conformity with the adopted Miami Comprehensive Neighborhood Plan;
- (c) is not contrary to the established land use pattern;
- (d) will not create an isolated district unrelated to adjacent and nearby districts;
- (e) is not out of scale with the needs of the neighborhood or the City;
- (f) will not materially alter the population density pattern or increase or overtax the load on public facilities such as schools, utilities, streets, etc.;
- (g) is necessary due to changed or changing conditions;
- (h) will not adversely influence living conditions in the neighborhood;

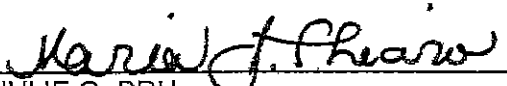
- (i) will not create or excessively increase traffic congestion or otherwise affect public safety;
- (j) will not create a drainage problem;
- (k) will not seriously reduce light and air to adjacent area;
- (l) will not adversely affect property value in the adjacent area;
- (m) will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations; and
- (n) will not constitute a grant of special privilege to an individual owner so as to compromise the protection of the public welfare.

Section 3. Page Nos. 23 and 36 of the Zoning Atlas, made a part of Ordinance No. 11000, as amended, the Zoning Ordinance for the City of Miami, Florida, by reference and description in said Ordinance, is hereby amended to reflect the changes made necessary by this Amendment.

Section 4. If any section, part of section, paragraph, clause, phrase, or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

Section 5. This Ordinance shall become effective thirty (30) days after final reading and adoption thereof. {1}

APPROVED AS TO FORM AND CORRECTNESS:



JULIE O. BRU
CITY ATTORNEY

Footnotes:

{1} This Ordinance shall become effective as specified herein unless vetoed by the Mayor within ten days from the date it was passed and adopted. If the Mayor vetoes this Ordinance, it shall become effective immediately upon override of the veto by the City Commission or upon the effective date stated herein, whichever is later.



City of Miami

Master Report

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Enactment Number: 13483

File Number: 08-01015zt1	File Type: Ordinance	Status: Passed
Version: 3	Reference:	Controlling Body: Office of the City Clerk
File Name: Zoning Text Amendment - Miami Worldcenter		Introduced: 6/10/2014
Requester:	Cost:	Final Action: 9/29/2014

Title: AN ORDINANCE OF THE MIAMI CITY COMMISSION TO AMEND ORDINANCE NO. 13114, THE ZONING ORDINANCE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, BY AMENDING APPENDIX D, TITLED SD-16.3 MIAMI WORLDCENTER TO MODIFY CERTAIN DESIGN STANDARDS; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Sponsors:

Notes: See companion FileID 08-01015dal

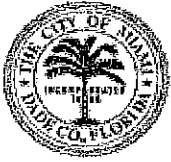
Indexes:

Attachments: 08-01015zt1 PZAB 06-23-14 Supporting Documents.pdf,08-01015zt1 PZAB 06-23-14 Development Standards (OLD).pdf,08-01015zt1 PZAB 09-03-14 Supporting Documents.pdf,08-01015zt1 PZAB 09-03-14 Development Standards.pdf,08-01015zt1 PZAB 09-03-14 MWC Tables.pdf,08-01015zt1 FR Fact Sheet.pdf,08-01015zt1 PZAB Resolution.pdf,08-01015zt1 Legislation.pdf,08-01015zt1-Submittal-Planning and Zoning Department.pdf,08-01015zt1-Submittal- Iris Escarra-Paseo Examples.pdf,08-01015zt1-Submittal-Wendy Kallergis-Letter of Support.pdf,08-01015zt1-Submittal-Gail Feldman-Brickell Homeowners Association Resolution.pdf,08-01015zt1-Submittal-Paul Savage-Miami Worldcenter Amendments.pdf,08-01015zt1-Submittal-Alyce Robertson-DDA Resolution.pdf,08-01015zt1-Submittal-Paul Savage.pdf,08-01015zt1-Submittal-Peter Erlich.pdf,08-01015zt1-Submittal-Charles Haynes-Letters of Support.pdf,08-01015zt1 SR Fact Sheet.pdf,08-01015zt1 PZAB Resolution.pdf,08-01015zt1 Legislation (v3).pdf,08-01015zt1 Dev Standards.pdf,

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning, Zoning and Appeals Board	6/23/2014	CONTINUED				Pass
1	Planning, Zoning and Appeals Board	9/3/2014	Recommended Approval				Pass
2	Office of the City Attorney	9/5/2014	Review Pending				
2	City Commission	9/11/2014	PASSED ON FIRST READING WITH MODIFICATIONS				Pass
3	Office of the City Attorney	9/26/2014	Review Pending				

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City of Miami

Master Report

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Enactment Number: 13483

3	City Commission	9/29/2014	ADOPTED		Pass
3	Office of the Mayor	10/6/2014	Signed by the Mayor	Office of the City Clerk	
3	Office of the City Clerk	10/6/2014	Signed and Attested by City Clerk		



City of Miami

Legislation

Ordinance

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number 08-01015zt1

Final Action Date:

AN ORDINANCE OF THE MIAMI CITY COMMISSION TO AMEND ORDINANCE NO. 13114, THE ZONING ORDINANCE OF THE CITY OF MIAMI, AS AMENDED, BY AMENDING APPENDIX D, TITLED SD-16.3 MIAMI WORLDCENTER TO MODIFY CERTAIN DESIGN STANDARDS; CONTAINING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 13, 2008, the City Commission adopted Ordinance No. 13038, creating the 25 +/- acre zoning district entitled SD-16.3 "MIAMI WORLDCENTER", as amended; and

WHEREAS, on October 22, 2009, the City Commission adopted Ordinance No. 13114, the Miami 21 Code, the Zoning Ordinance of the City of Miami, Florida, as amended incorporating SD-16.3 as Appendix D: Miami Worldcenter; and

WHEREAS, the "Miami Worldcenter" project integrates public improvements and infrastructure while providing greater flexibility resulting in higher quality architecture and design; and

WHEREAS, transformative projects such as Miami Worldcenter are critically important to the economic revitalization and enhancement of the City of Miami Downtown area; and

WHEREAS, the amended "Miami Worldcenter" Development Standards will benefit the area by promoting the development of a significant mixed -use community in the City's Urban Core inclusive of a retail commercial center, residential units, hotel rooms, multiple central open plazas promoting interaction with existing uses including but not limited to, Biscayne Boulevard, Park West, Southeast Overtown, Miami River and Downtown; and

WHEREAS, the Miami Planning, Zoning, and Appeals Board, at its meeting of September 3, 2014, Item No. PZAB.3, following an advertised hearing, adopted Resolution No. PZAB-R-14-056 by a vote of nine to zero (9-0), RECOMMENDING APPROVAL of the update of the Appendix D: Miami Worldcenter text amendment; and

WHEREAS, the City Commission after careful consideration of this matter deems it advisable and in the best interest of the general welfare of the City of Miami and its inhabitants to amend Ordinance No. 13114 as hereinafter set forth;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Ordinance are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The "Appendix D: Miami Worldcenter", as amended, inclusive of the Amended Zoning Regulations and the Development Standards, as approved, shall be binding upon any development project within the district boundaries.

Section 3. Ordinance No. 13114, the Zoning Ordinance of the City of Miami, Florida, is hereby amended by making modifications to Appendix D in the following particulars {1}:

"APPENDIX D: MIAMI WORLDCENTER"

* * *

MIAMI WORLDCENTER

The Miami Worldcenter (hereinafter also referred to as the "~~SD-16.3~~ Miami Worldcenter area") is generally bounded by NE 2nd Avenue on the east, North Miami Avenue on the west, NE 11th Street on the north, and NE 6th Street on the south, excluding the areas generally described as "The Club District" and the "Network Access Point of the Americas (NAP Center)". The boundaries are more specifically identified in Map 1, as included in the Development Standards.

16.12.1 Section 1 MIAMI WORLDCENTER GOALS

The conservation goals include conserving energy and reducing carbon dioxide emissions through improved street connectedness to encourage improving pedestrian connectivity and encouraging walkability, multi-modal mass and transit use, increased increasing tree canopy, new public spaces, and encouraging green buildings.

16.12.1.1 Section 1(a) The development goals include:

- a. 1. Establishing ~~S~~pecific areas that are ~~compact~~, pedestrian-oriented and mixed-use. Increased density and intensity of use is encouraged due to the proximity of current and proposed transit service and appropriate building densities and land uses should occur within walking distance of transit stops.
- b. 2. Maintaining the future growth of downtown infill redevelopment ensuring Miami's focus for the region's economic, civic, and cultural activities.
- e. 3. A Creating a diversity of uses distributed throughout the selected specific area ~~of an existing District~~ that enables a variety of economic activity, workplace, ~~residences~~ residential and civic space. Civic and commercial activity should be embedded in the mixed-use District as identified in the Intent for ~~SD-16, 16.1, 16.2~~ the Southeast Overtown-Park West Commercial-Residential Districts.
- d. 4. Reinforcing community identity through thoughtful placement of ~~C~~civic and public gathering spaces should ~~be located to reinforce community identity.~~
- e. 5. Constructing ~~B~~uildings and landscaping that contribute to the physical definition of Thoroughfares as civic places.
- f. 6. A specific area within an existing District that includes Establishing a framework of transit and pedestrian systems that accommodates automobiles while respecting the pedestrian and the special form of public spaces.
- g. 7. Ensuring that private development contributes to infrastructure and embellishes promotes a pedestrian and transit friendly public and private realm of the highest quality.

46-12.4.2 Section 1(b) ~~The Miami Worldcenter Design Development Standards ("Design Development Standards") and the Miami Worldcenter Regulating Plan ("Regulating Plan") provide more detailed clarification to~~ are intended to provide context and illustrative examples of permitted and compatible development of the SD-16.3 Miami Worldcenter area and are incorporated herein by reference.

46-12.2 Section 2 EFFECT OF SD-16.3 MIAMI WORLDCENTER AREA DESIGNATION

~~The SD-16.3 Miami Worldcenter Master Plan Design Development Standards and the regulations herein shall supplant those otherwise in conflict with the Miami 21 Zoning Ordinance, districts or portions of districts included within the SD-16 Special District boundaries to the extent indicated herein. Unless stated otherwise herein, these regulations supersede any provisions within the Miami 21 Code.~~

46-12.3 CLASS II SPECIAL PERMIT Section 3 WARRANT

46-12.3.1 Section 3 (a) When required

~~A Class II Special Permit Warrant shall be required prior to approval~~ the issuance of any a building permit for: (1) any development which seeks a deviation from the standards in this Appendix D; (2) a development which substantially affects the height, mass bulk, location or exterior configuration of any existing building; (3) the construction of a new building; or (4) for the implementation of signage, awnings, fences or any other improvement visible from a public right-of-way.

46-12.3.2 Section 3(b) Considerations in making Class II Special Permit determinations

~~The purpose of the Class II Special Permit Warrant shall be to ensure conformity of the future development applications with the Appendix D, as amended, keeping in mind the expressed intent of Sec. 646, SD-16, 16.1, 16.2, the Southeast Overtown-Park West Commercial-Residential Districts, with the general considerations listed in Section 1305, Article 4, Table 12 and with the special considerations contained in the Miami Worldcenter Master Plan Design Development Standards and Regulating Plan incorporated herein by reference. A Traffic Study shall only be required in connection with: (1) an original Warrant application for a new Building; or (2) modifications to approved Buildings where the proposed use(s) is substantially different from that originally approved.~~

46-12.3.3 Section 3(c) Waiver of Design Standards Special District Permit Minor Modifications & Modifications to Approvals

~~Pursuant to Sec. 1512, unless otherwise required by the SD-16.3 Miami Worldcenter area, as amended, Ordinance 11000, as amended, the Code of the City of Miami, as amended, or the Florida Building Code, as amended, and Miami Worldcenter Master Plan Design Development Standards, incorporated by reference (collectively, "Design Guidelines and Standards"), may be waived by the Planning Director pursuant to a Class II Special Permit. Waivers by the Planning Director for numerically measured Design Guidelines and Standards may not vary more than twenty percent (20%) from the numeric standard.~~

~~(1) Unless otherwise required by these Development Standards, as amended, the Zoning Code of the City of Miami, as amended, or the Florida Building Code, as amended, these Development Standards may be modified by the Planning Director, or his or her designee, pursuant to a Special District Permit ("Special District Permit"). The Zoning Administrator, or his or her designee, may waive or modify any provision of these Development Standards, up to ten percent (10%), by Special District Permit, except Density, Intensity and Height, on a case by case basis, when doing so will promote the intent of the Miami Worldcenter or these~~

Development Standards. All applications for a Special District Permit shall be submitted in writing to the Zoning Administrator, detailing the need for the modification or correction, as the case may be, together with a fee detailed in the City's adopted fee schedule. Special District Permit applications shall be reviewed by the Zoning Administrator within fifteen (15) days of submission, and shall be referred to the Planning Director, or his or her designee, within five (5) days after the expiration of the initial fifteen (15) days review period. If the requested relief or modification to these Development Standards is determined to be in compliance with the intent of these Development Standards, the Planning Director shall approve the Special District Permit. Special District Permit applications may be filed in connection with a new building or in connection with the modification of a previously issued approval, including, but not limited to a Warrant.

(2) The Planning Director, or his or her designee, may authorize variations or modifications to this Ordinance, including these Development Standards, up to a maximum of twenty percent (20%) by Warrant, on a case by case basis, when such variation would promote the intent of these Development Standards, or is otherwise found by the Planning Director to be appropriate given the particular facts and circumstances of the Warrant application.

(3) An applicant may modify a Warrant or Special District Permit approved under this Article, as a minor modification through the Special District process. Minor Modifications include:

1. Those changes that meet these Appendix D regulations; or
2. Changes in the project phasing; or
3. An increase in height not exceeding five percent (5%) of the approved height; in no instance can such increase exceed the twenty percent (20%) cumulative increase available by Warrant in Appendix D, as amended.

In the event that the modification is determined to be "not minor" a new Warrant shall be required.

Modifications available under this Section 3(c) shall not be applicable to the Building Configuration contained in Section 9(a).

16.12.4 Section 4 FLEXIBLE ALLOCATION OF DEVELOPMENT CAPACITY

~~When pProperty within the SD-16.3 Miami Worldcenter area containing nine or more contiguous acres under the ownership or control of a single entity is submitted as a project ("Project"), the allowable floor area within the project may be allocated by the owner to individual building sites unconstrained by the FAR for any individual site. may be subject to a Declaration of Restrictive Covenant(s) in Lieu of Unity of Title in a form approved by the City and the City Attorney ("Covenant in Lieu"), which permits flexible allocation of Density and Intensity for sites within the Miami Worldcenter area so long as the overall FAR Height and mass distribution does not result in development that is out of scale or character within the permitted Building envelope(s). The Covenant in Lieu shall be consistent with development allowed under the land development regulations for the Miami Worldcenter area, or for the adjacent areas, and the Miami Comprehensive Neighborhood Plan. allocates FAR sSufficient FLR must be allocated to build structures to a minimum of two stories on all parcels within the project except eOpen sSpace and eCivic sSpace sites, and provides all SD-16.3 Miami Worldcenter area requirements, including open space, civic space, and parking.~~

16.12.4.1 Major Use Special Permit

~~Notwithstanding any other provisions of the SD 16.3 Miami Worldcenter area or Ordinance 11000, when property within the SD 16.3 Miami Worldcenter area containing nine or more contiguous acres under the ownership or control of a single entity is submitted as a project, a Major Use Special Permit within the project is required for: (1) non residential or lodging uses in a single building that exceeds 975,000 square feet; (2) more than 800 residential units in a single building; or (3) any combined use which exceeds 2,800 parking spaces in a single building, except that a MUSP shall be required when a conference center, conference center hotel and related office building with a mix of retail and office uses, exceeds two million square feet.~~

16.12.5 Section 5 DEFINITIONS

For the purpose of the ~~SD 16.3 Miami Worldcenter area~~, the following definitions shall apply: Terms not defined herein shall have the meaning provided in Miami 21 Article 1 Sec.2502 of the Zoning Ordinance of the City of Miami ("Zoning Ordinance").

~~Accessway: An ingress/egress easement for pedestrian and vehicular access as designated by a recorded plat, deed, or other legal instrument.~~

~~Abutting: to reach or touch; to touch at the end or be contiguous with; join at the border or boundary; terminate on. Abutting properties include properties across a street or alley.~~

~~Arcade: A covered pedestrian outdoor space along the any side of a Building at the ground level that is open on three sides and has a minimum width of 15 feet depth, which may provide access to shops along one (1) or more sides, per the Design Development Standards.~~

~~Architectural Screening Layer: An architectural treatment along the face of a building façade intended to conceal all internal building elements such as ramping, plumbing pipes, fans, ducts, ceilings, slab edges and lighting. An Architectural Screening Layer is required for any parking garage or portion thereof that is not concealed by a Liner.~~

~~Back of Curb Line: A straight building reference line established at the back of the street curb that does not offset for projections into the street such as bulb-outs or tree planting areas, as shown in Table 3 and in the Regulating Plan and Design Standards.~~

~~Balcony: An unenclosed habitable structure cantilevered from or inset within a facade or elevation.~~

~~Block: The aggregate of private lots, passages, rear lanes and Alleys, the perimeter of which abuts Thoroughfares.~~

~~Building Configuration: The form of a Building, based on its massing, relationship to Frontages and lot lines, and height.~~

~~Building Disposition: The placement of a Building on its lot.~~

~~Building Use: The uses accommodated by a Building and its lot.~~

Building Height: The vertical extent of a building measured in Stories.

~~**Build-to-line:** A line established within a given Lot indicating where the outer edge of a structure must be located.~~

Civic Space: An outdoor area provided or dedicated for public use in perpetuity by fee title or easement. Civic Space types are defined by the combination of certain physical constants including the relationship between their intended use, their size, their landscaping and their enfronting buildings. See Table 2 and Design of the Development Standards.

~~**Corridor:** A lineal geographic system incorporating transportation, walkways, and/or greenways.~~

Courtyard: Open space, partially defined by walls or buildings as regulated by the SD-16.3 Miami Worldcenter area. See Design Development Standards.

~~**Design Speed:** The speed at which a Thoroughfare is designed to be driven.~~

Development Standards: Those standards attached hereto and incorporated herein, inclusive of the Regulating Plan, Street Designs, Building Designs and applicable Tables.

Display Windows: Areas of storefront glazing that are designed to display items for sale within the retail space behind the display.

Elevation, Floor: Height of floor level.

~~**Enfront:** To place an element along a Frontage, as in "porches enfront the street."~~

~~**Entrance, principal:** The main point of access of pedestrians into a Building.~~

Facade: The exterior wall of a building that is set along a Frontage

Floorplate: The total indoor and outdoor Floor Area of any given Story of a Building, measured to the exterior of the wall, or balcony excluding Balconies.

Frontage: Lot face abutting a public space, such as a Thoroughfare, whether at the front, rear, or side of a lot.

Gallery: A covered pedestrian area abutting the any side of a building on the ground floor which may provide access along one or more sides of a building.

Green Space: ~~a~~ An outdoor Open Space outdoors, at grade, unroofed, landscaped and free of impervious surfaces.

~~**Habitable Space:** Building space which use involves human presence with direct view of the enfronting streets or public or private open space, excluding parking garages, self-~~

~~service storage facilities, warehouses, and display windows separated from retail activity.~~

Height: See Building Height.

Infrastructure and Utilities: A facility related to the provision of roads, water and sewer lines, electrical, telephone and cable transmission, and all other utilities and communication systems necessary to the functioning of a community.

Layer, First: ~~The area between the Back of Curb Line and the Build to Line~~ Base Building Line and the required setback as shown in the Design Development Standards.

Layer, Second: ~~Twenty feet (20) siteward from the Build to Line.~~

Layer, Third: ~~That portion of the lot that is not within the First and Second Layer.~~

Layer: A range of depth of a lot within which certain elements are permitted as regulated in the SD-16.3 Miami Worldcenter area, as provided in the Design Development Standards.

Liner: ~~A building or part of a building with Habitable Space specifically designed to enfront a public space, masking a use that has no capacity to monitor public space, such as a parking lot, parking garage or storage facility.~~

Master Sign Package: The Master Sign Package shall allow buildings exceeding 200,000 square feet of Building Floor Area, mixed use developments over four (4) stories, entertainment establishments, and Civil Support Uses exceeding 200,000 square feet of Building Floor Area greater flexibility in Sign regulations to result in a higher or specialized quality of design. A Master Sign Package shall include the following: a plan view of each block indicating location of each sign type on each level, and specifications for each sign type.

Open sSpace: Any parcel or area of land or water, located at the ground level floor, essentially unimproved by permanent buildings, and any ground floor level area of Galleries, Arcades, and Paseos, as depicted in the Development Standards, which is and set aside, dedicated, or otherwise designated or reserved for public use or enjoyment, or private use or enjoyment or for the use and enjoyment of by the owners and occupants of land adjoining or neighboring such open spaces. Open Space includes the ground floor level of Galleries, Arcades and covered and uncovered paseos.

Parking Garage or Parking Structure: A structure containing vehicular parking, including robotic and/or mechanical parking systems.

Paseo: ~~An access way public open space restricted limited to pedestrian use and limited controlled vehicular access that connectings streets, plazas, alleys, garages and other public use spaces. Paseos must have a minimum width of 20' feet and may be enclosed or otherwise secured. Paseos will remain open to the public during regular business hours but may be secured during non-business hours.~~

Podium: ~~That portion of a building up to the eighth story 129 feet, as measured from the average elevation of the crown of the adjacent right-of-way.~~

Porte Cochere: ~~A vehicular entrance/drop-off area that includes a canopy element and a driveway that extends into the First Layer.~~

Public Benefits Bonus: ~~aAn advantage that allows a developer to increase FAR FLR by an additional 7050% of FAR FLR capacity within the district Miami Worldcenter area in exchange for the developer's contribution to specified programs that provide benefit, advantages, and increased use and enjoyment of the district to the public.~~

Public Parking: ~~A structured parking facility or portion thereof or garage available to the general public for parking motor vehicles and bicycles.~~

Retail Frontage: ~~Lot faces designated where the ground level is available for retail use.~~

Roof Structure: ~~A structure above the Podium as described in the Development Standards.~~

Signature Tower: ~~The Miami Worldcenter Signature Tower shall be a distinct and unique Tower to be located on Tract A of the Miami Worldcenter Plat which shall front on NE 1st Avenue and maintain a minimum distance of 100 feet from any other Tower located on Tract A as shown on the Regulating Plan within the Development Standards.~~

Setback: ~~The distance from a specified reference line to the point where a building may be constructed.~~

Story: ~~A level within a building by which Height is measured.~~

Special District Permit: ~~The Special District Permit shall be an administrative permit as described in Section 3(c) of this Article.~~

Stepback: ~~Offset in the facade of the Podium as depicted in the Development Standards.~~

Street Corridor: ~~The space defined by the Streetwall (building facades) and the ground plane in between the Streetwalls.~~

Streetscape: ~~The urban element that establishes the major part of the public realm. The streetscape is composed of Thoroughfares (travel lanes for vehicles, parking lanes for cars, and sidewalks or paths for pedestrians) as well as the amenities of the Frontages (street trees and plantings, benches, streetlights, paving, street furniture, Building Facades and elevations, yards, fences, etc.).~~

Streetscreen: A freestanding wall no greater than eight (8) feet high built along the Frontage ~~Build-to-line~~, or coplanar with the Facade, often for the purpose of masking a parking lot or other structure from the Thoroughfare.

Streetwall: Refers to the facades of buildings up to the first eight stories of the Podium that face a Thoroughfare, as provided in the Design Development Standards. Streetwalls shape the level of visual interest on each block and create a sense of enclosure for pedestrians. Streetwall height is measured from the average grade of the sidewalk level to the first building Setback from the ~~Build-to-Line~~ Base Building Line, as shown in the Design Development Standards.

Tract A: The area encompassed and depicted in the Miami Worldcenter Plat and generally bounded by NE 10th Street on the north, NE 7th Street on the south, NE 2nd Avenue on the east, and NE 1st Avenue on the west and as shown on the Regulating Plan in the Development Standards.

~~Thoroughfare:~~ ~~A vehicular way incorporating travel lanes for vehicles, parking lanes for cars, and sidewalks or paths for pedestrians as part of an interconnected network for vehicular and pedestrian mobility.~~

Tower: That portion of a building that extends above the Podium, excluding Roof Structures as described in the Development Standards.

~~Underground Parking:~~ ~~Parking in which the ceiling or roof of the top level does not rise above any adjoining public sidewalk.~~

~~View Corridor:~~ ~~An axial view terminating on a natural, historical, or special feature.~~

46.12.6 Section 6 LOTS AND FRONTAGES

46.12.6.1 Section 6 (a) Buildable sites shall Enfront a vehicular Thoroughfare, or Civic Space with at least one Frontage, as depicted in the Design Development Standards and Regulating Plan.

46.12.6.2 Section 6 (b) For the purposes of the SD-46.3 Miami Worldcenter area, lots are divided into Layers which control development on the lot.

~~46.12.6.3~~ ~~Where the property to be developed abuts an existing building, the Planning Director may approve, pursuant to a Class II Special Permit, a transition so that the proposed building location matches or provides a transition to the adjacent building location.~~

46.12.7 Section 7 MEASUREMENT OF HEIGHT

16.12.7.1 Section 7 (a) Unless otherwise specified herein, the Height of Buildings shall be measured in Stories. The ~~h~~Height of fences, walls and hedges shall be measured in feet. The Height of Building facades facing the street, fences, walls, and hedges shall be measured from the Average Sidewalk Elevation or Base Flood Elevation as established by FEMA.

16.12.7.2 Section 7(b) A Story is a habitable level within a Building. Except as otherwise provided in this ~~o~~Ordinance, the maximum ~~h~~Height of a Story from finished floor to finished floor is 14 feet. ~~Below-grade levels~~ Basements that are fully below-grade are not considered Stories for the purposes of determining Building Height.

16.12.7.2.1 Section 7(b)(1) A ground level retail Story may exceed the 14 foot limit up to 25 feet. ~~A retail single floor level exceeding 20 feet, or 25 feet at ground level, shall be counted as 2 Stories.~~ Where the first 2 stories are contain retail uses, ~~their total~~ the maximum combined ~~h~~Height shall be limited to 39 40 feet and the first floor shall be a minimum of 14 feet. Where the first three stories are retail, their total maximum combined ~~h~~Height shall be ~~59~~ 60 feet and the ground floor and second floor shall be a maximum of ~~39~~ 40 feet in combined floor to floor ~~h~~Height. The three retail floors shall be counted as 3 Stories, and the total finished floor to finished floor ~~h~~Height of the Podium shall not exceed 129 feet.

16.12.7.2.2 Section 7(b)(2) Single floors within in a Podium above ground level used for public functions, such as ballrooms, meeting rooms, convention halls, classrooms, lecture rooms, theaters, and sports facilities may have a single Story floor to floor ~~h~~Height up to a maximum of 60 feet. The total finished floor to finished floor ~~h~~Height of the Podium shall not exceed 129 feet.

16.12.7.2.3 Section 7(b)(3) Mezzanines are permitted. Mezzanines ~~extending beyond larger than~~ thirty-three percent (33%) of the ~~f~~loor ~~a~~Area of the ~~floor plate~~ Floorplate below shall be counted as an additional floor.

16.12.7.2.4 Section 7(b)(4) A Parking Structure or a portion of a structure containing parking, ~~concealed by a Liner or a~~Architectural element Screening Layer ~~as provided in the Design Standards and Regulating Plan~~ may be equal to the Height of the Podium, without regard for the number of Stories in the Parking Structure as further defined in the Development Standards.

16.12.7.3 Section 7 (c) Building Heights shall be measured in Stories and shall conform to Table 3 and to the ~~Design~~ Development Standards. First-floor elevation shall be at average Sidewalk grade. A first level Residential use or Lodging use shall be raised a minimum of two (2) feet and a maximum of three and a half (3.5) feet above average sidewalk street grade, except that entrance lobbies and public spaces may be at sidewalk level.

16.12.7.3.1 Section 7(c)(1) Except as specifically provided herein, the Height limitations of the ~~SD-16.3~~ Miami Worldcenter area shall not apply to (1) any ~~roof~~ Structures for housing elevators, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain the Building (provided that such Structures shall not cover more than twenty-five percent (25%) of roof area and shall not exceed the maximum Height by 14 feet; (2) water towers, flagpoles, vents, or similar Structures, which may be allowed to exceed the maximum Height by ~~Glass~~ Special Permit Warrant; or (3) fire or parapet walls. ~~Roof decks shall be permitted up to the maximum Height.~~ Trellises may extend above the maximum Height up to fourteen (14) feet.

16.12.7.3.2 Section 7(c)(2) Except as provided in Subsection 7(d) 16.12.7.4, there shall be no ~~h~~Height or coverage limits for (1) non-functional decorative architectural elements, and (2) solar or wind energy collectors.

46.12.7.4 Section 7(d) No Building or other Structure shall be located in a manner or built to a Height which constitutes a hazard to aviation or creates hazards to persons or property by reason of unusual exposure to aviation hazards. In addition to any Height limitations established by the SD-16.3 Miami Worldcenter area, limitations established by the Miami-Dade County Height Zoning Ordinance as stated in Article 37 of the Code of Miami-Dade County (Miami International Airport), as may be amended from time to time, shall apply to Heights of Buildings and Structures.

A letter authorizing clearance from the Miami-Dade Aviation Department ~~or~~ and the Federal Aviation Administration (FAA) ~~may~~ shall be required by the Zoning Administrator prior to the issuance of any Building permit.

46.12.8 Section 8 BUILDING DISPOSITION

46.12.8.1 Section 8(a) Improvements on newly platted lots shall be dimensioned according to Table 3 ~~incorporated herein by reference~~ of the Development Standards.

46.12.8.2 Section 8(b) Lot coverage by any Building shall not exceed that shown in Table 3 ~~incorporated herein by reference~~ of the Development Standards.

46.12.8.3 Section 8(c) Buildings shall be disposed in relation to the boundaries of their lots according to Table 3 ~~incorporated herein by reference and the Regulating Plan~~.

46.12.8.4 Section 8(d) Buildings shall have their principal pedestrian entrances on a Frontage ~~Build to Line~~ or from a ~~Courtyard~~ at the Second Layer as depicted in the Design Development Standards.

46.12.8.5 Section 8(e) For the first two ~~Stories~~, Facades shall be along the Frontage a minimum of seventy percent (70%) of its length ~~on~~ addressing the Build to Line Setback Line as shown in Table 3 ~~and in the Design Development Standards~~.

46.12.8.6 Section 8(f) At the first Story, Facades along a Frontage ~~Build to Line~~ shall have frequent doors and windows as provided in the ~~Design Development Standards~~. Vehicular entries should be minimized to the maximum extent possible consistent with the level of use and shall occur at a minimum spacing of sixty (60) feet unless a shorter distance is approved ~~and approved by Glass II special Permit Warrant~~.

46.12.8.7 Section 8(g) Setbacks from the ~~Back of the Curb Line~~ Base Building Line for Buildings shall be as shown in Table 3 ~~incorporated herein by reference and the Regulating Plan of the Development Standards~~. Setbacks from the ~~Back of Curb Line~~ Base Building Line may be adjusted to conform to an existing adjacent building location by Glass II Special permit Warrant. Frontage Setbacks from the ~~Build to Line~~ Base Building Line above the eighth floor Podium where for lots having have one dimension measuring one hundred (100) feet or less may be a minimum of zero (0) feet by Glass II Special permit Warrant. Lots abutting the FEC Railway and the Metromover Rail may have a zero (0) Setback for the Podium and Tower. The Frontage Setback from the ~~Build to Line~~ Base Building Line shall not be required for a Frontage facing a Pedestrian Promenade, Plaza, Civic Space, or a Street Corridor 90-70 feet or greater in width, as provided in the Regulating Plan and Design Development Standards. A heavily landscaped and Streetscreened outdoor vehicle storage area may be located on NE 10th Street between North Miami Avenue and NE 1st Avenue, by Warrant, having a reduced parking

placement Setback of only 10 feet on all frontages.

~~46-12.8.8 Section 8(h) Above the eighth floor Podium, minimum building Tower spacing is sixty (60) feet, except the Signature Tower which shall be spaced a minimum of one hundred (100) feet, Tower to Tower. For lots having one dimension of one hundred (100) feet or less along a street Frontage or its longest depth, side and rear Setbacks from non-Frontage lot lines above the eighth floor Podium may be reduced to a minimum of twenty (20) zero (0) feet by Class-II Special Permit Warrant. Above the eighth floor in the Second Layer, at a Setback from the Build to Line of not less than ten (10) feet, an additional two stories of habitable space may extend a maximum of sixty percent (60%) of the non-tower length of the street Frontages. Above the eighth floor an additional six feet of non-habitable space may be allowed without additional Setback from the Build to Line to accommodate depth of swimming pools, landscaping, transfer beams, and other structural and mechanical systems and will not count as FAR-area~~

Section 8(i) Above the Podium, additional habitable space shall be permitted as described in the Development Standards, Roof Structures.

46-12.9 Section 9 BUILDING CONFIGURATION

~~46-12.9.1 Section 9(a) Above the eighth floor Podium, the maximum Building Tower Floorplate dimensions shall be limited as follows: detailed below. Length of Building shall be measured parallel to the Frontage Line.~~

- ~~a. 48,000 20,000 square feet for Residential Uses.~~
- ~~b. 30,000 square feet for Commercial Uses and for parking.~~
- ~~c. Vertical mixed-use buildings with at least 33-10% of the Tower floors having in Commercial Uses may use the 30,000 square foot Floorplate average for the entire Tower.~~
- ~~d. 180 feet maximum length of a side for Residential Uses.~~
- ~~e. d. 225 200 linear feet maximum Tower length of a side for Commercial Uses or Residential Uses.~~
- ~~e. 22,500 square feet for Residential Uses and 225 linear feet maximum Tower Floorplate length of a side for Residential Uses on Tract A.~~
- ~~f. The Signature Tower may contain a Floorplate of up to 27,500 square feet and may have a maximum Tower length of 275 linear feet.~~

~~46-12.9.2 Section 9(b) Projections into the First Layer shall be as follows: Above the first story, up to 1/2 of the Streetwall Façade may project up to 6 feet into the First layer; Entry canopies may project up to one hundred percent (100%) of the depth of the First Layer, except as may be further allowed by Chapter 54 of the City Code; Canopies and cantilevered awnings may project into the First Layer up to 15 feet; Above the first Story, cantilevered balconies and bay windows may project a maximum 6 feet into the First Layer; Above the Streetwall, balconies and bay windows may project up to 6 feet into the setback from the Streetwall; Roof cantilevers, trellises, and crowns may project up to 15 feet into the First Layer and be elevated one story above the roof terrace; and, Facade components promoting energy efficiency such as shading and Screening devices that are non-accessible may project a maximum of 4 feet into the First Layer.~~

~~46-12.9.3 Section 9(c) Galleries and Arcades shall be a minimum of 15 feet wide deep and, notwithstanding any provisions to the contrary in Ordinance 11000, as amended, or the Code of the City of Miami, as amended may overlap the whole width of the Sidewalk to within two (2)~~

feet of the curb, except where the Gallery or Arcade is located under the Miami Dade County Transit System, then the Gallery or Arcade may be reduced in conformance with that permitted by the Miami Dade County Transit Authority. The Height of an Arcade, measured to its lowest point, shall be no less than its width.

16.12.9.4 Section 9(d) All outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be located within the Second or Third Layer and concealed from view from any Frontage or Sidewalk by Liner Buildings, walls, Streetscreens, or opaque gates.

16.12.9.5 Section 9(e) Loading Docks and service areas shall be internal to the building served. Required Loading Spaces may be reduced by process of Warrant upon submittal of a shared service management plan. Vehicular entries to loading docks and service areas shall be as provided in the Design Development Standards, Parking, Loading, and Service Access Diagram.

16.12.9.6 Section 9(f) All ground floor utility infrastructure and mechanical equipment shall be concealed from public view. At the building Frontage, all equipment such as backflow preventers, Siamese connections, and the like shall be placed within the line of the Facade or behind the Streetscreen. Exhaust air fans and louvers may be allowed on the Facade only above the first second floor as shown described in the Design Development Standards, Services and Utilities. Rooftop equipment, except antennas, shall be screened from lateral view.

16.12.9.7 Section 9(g) Within the Second and Third Layers, fences, walls and hedges shall not exceed a height of eight (8) feet; this limitation shall not apply on top of the Podium.

16.12.10 Section 10 BUILDING USE & DENSITY

16.12.10.1 Section 10(a) Principal and accessory uses of Buildings shall conform to Article 4, Table 3, Building Function: Uses, for T6-O, Urban Core, Zoning Ordinance 14000, Sections 646.4 and 646.5, respectively. All uses permitted by Right (R), shall continue to be permitted by Right. Open Air Retail (excluding Flea Markets), Large Scale Retail Establishments, College/University, and Community Facilities shall also be permitted by Right. Alcohol Beverage Establishments shall be permitted pursuant to Chapter 4 of the City Code. All other uses shall conform to the necessary approval as described in Article 4, Table 3.

16.12.10.2 Section 10(b) Densities are permitted in accordance with Article 4, Diagram 9, Residential Density Increase Areas within the Park West District, as amended. Lot Area, inclusive of dedications, is used for purposes of calculating Density and Intensity, and Intensities shall conform to Table 3 incorporated herein by reference be equivalent to the following:
Floor Lot Ratio (FLR) (18)/50% additional Public Benefit

16.12.10.3 The calculation of the FAR shall not apply to on-site parking, to that portion of the building that is entirely below the elevation of the sidewalk, to balconies or terraces, or to same store retail uses that have a ground floor with direct access to the sidewalk and street Frontages.

16.12.11 Section 11 PARKING STANDARDS

16.12.11.1 Section 11(a) The required parking shall be calculated based on the Habitable Rooms of each Use as follows:

USE	MINIMUM	MAXIMUM
Retail and Commercial	1 space / 1000 sf	1 space / 300 sf
Office	1 space / 1000 sf	1 space / 600 sf
Residential	1 space / dwelling unit	2 spaces / dwelling unit
Hotel	1 space / 4 guest rooms	1.5 spaces / guest room
Theater	1 space / 7 seats	1 space / 3 seats
<u>Bicycles</u>	<u>1 rack / 20 required parking spaces</u>	<u>N/A</u>
Other	1 space / 1000 sf	1 space / 600 sf

16.12.11.1.1 Section 11(b) On-street parking in the SD-16.3 Miami Worldcenter area shall count toward the minimum parking requirements.

16.12.11.1.2 Section 11(c) For residential uses located within 1,000 feet of an existing Metromover stop, no off-street parking is required. Parking may be reduced as described in Article 4, Table 4 of Miami 21, as may be amended.

16.12.11.2 Section 11(d) Vehicular parking design standards and loading shall be required as shown in Table 1 incorporated herein by reference of the Development Standards.

16.12.11.3 Section 11(e) Required Parking and loading is encouraged to shall be accessed by an Alley when available and otherwise as provided in the Design Standards as detailed on the Parking, Loading, and Service Access Diagram of the Development Standards unless approved by Warrant.

16.12.11.4 Section 11(f) All parking, including open parking areas, covered parking, garages, loading docks and service areas shall either be located within the Third Layer or shall be masked from the Frontage by: (1) an architectural screening layer per Sec. 12(d) 16.12.12.4 below, (2) a Liner Building or, (3) a Streetscreen, as illustrated in the Design Development Standards and in a design to be approved by the Planning Director. Underground parking may extend into the Second and First Layers only if it is fully underground and does not require raising the first-floor elevation of the First and Second Layers above that of the sidewalk. Ramps to underground parking shall be within the Second or Third Layers.

16.12.11.5 Section 11(g) The vehicular entrance of a parking lot or garage on a Frontage shall be no wider than 45 feet; and the minimum distance between vehicular entrances shall be sixty (60) feet. A ten percent (10%) deviation may be approved by Class II Special Permit.

46.12.12 Section 12 ARCHITECTURAL STANDARDS

46.12.12.1 Section 12(a) Only permanent ~~e~~Structures shall be allowed. Temporary ~~s~~Structures such as mobile homes, construction trailers, travel trailers, recreational vehicles and other temporary structures shall not be allowed except as otherwise provided by ~~Article 9 Chapter 62~~ of the City Code.

46.12.12.2 Section 12(b) The Facades on Retail Frontages Frontage Lines shall be detailed as storefronts and glazed with clear glass beginning no more than 30" ~~—~~above the sidewalk and extending no less than seventy percent (70%) of the length of the sidewalk-level Story and any second floor façade containing pedestrian active use as provided in the Design Development Standards, except retail establishments with a ground floor area of 35,000 square feet or more shall be detailed as storefronts and glazed with clear glass beginning no more than 30" above the sidewalk and extending no less than fifty percent (50%) of the length of the unencumbered Facade. Display Windows ~~in on Retail Frontages Frontage Lines~~ must be a minimum of three (3) feet in depth, must include three-dimensional displays, should include visibility into the retail space, and must be accessible from the insides stated herein. ~~Display Windows are areas of storefront glazing that are designed to display items for sale within the retail space behind the display.~~ Security screens shall be seventy percent (70%) open.

46.12.12.3 Section 12(c) Roof materials should be light-colored, high albedo, or planted surface and shall be designed in accordance with the regulations in Section 3.13.2 of the Zoning Ordinance.

46.12.12.4 Section 12(d) The Façade of a parking garage that is not concealed behind a Habitable Liner shall be screened behind an Architectural ~~s~~Screening ~~l~~Layer—recessed at least two (2)-feet from the outside face of along the Façade to conceal all internal elements such as plumbing pipes, fans, ducts, ceilings, slab beds edges and lighting, as illustrated in the Design Development Standards. The architectural expression shall complement and enhance the building. Ramping ~~should~~ shall be internalized ~~wherever possible.~~ Exposed spandrels shall be prohibited. Spandrels that are integrated into the wall system shall be permitted. Spandrels are considered to be integrated when there is no open space adjacent to the spandrel(s); the intent is to integrate the spandrel into the wall system, and to screen interior elements form view. As depicted in the Development Standards, parking may extend into the Second Layer above the second Story if an Architectural Screening Layer is provided for one hundred (100%) percent of that portion of the Podium Façade.

46.12.13 Section 13 LANDSCAPE STANDARDS

46.12.13.1 Section 13(a) The First Layer shall be surfaced and landscaped as shown in the Design Development Standards.

46.12.13.2 Section 13(b) Public ~~e~~Open ~~s~~Space shall be a minimum ten percent (10%) of the total gross Net Lot Area. A minimum of ten percent (10%) of the public open space shall be landscaped, as provided in the Design Development Standards and Regulating Plan.

46.12.14 Section 14 SIGN STANDARDS

Notwithstanding any other provision of the City ~~e~~Code and Zoning Ordinance ~~41000~~, signs shall be permitted in the ~~SD 16.3~~ Miami Worldcenter area in accordance with the Development

Standards, and consistent with the intent of Article 10, Table 15 of the Zoning Ordinance, as applicable to T6-O must be approved by Class II permit Warrant, either for an individual sign or a Master Sign Package.

Approval of an individual sign or a Master Sign Package, including deviation from Article 10, Table 15 of the Zoning Ordinance, shall be by Warrant.

46.12.15 Section 15 AMBIENT LIGHTING STANDARDS

46.12.15.1 Section 15(a) Average lighting levels measured at the Building Frontage shall not exceed two (2) foot-candles except where a greater level is approved by a ~~Class II Special Permit Warrant~~.

46.12.15.2 Section 15(b) Streetlights shall be of a type illustrated in ~~the Design Development Standards~~. Interior garage lighting fixtures shall not be visible from streets.

46.12.16 Section 16 CIVIC SPACE

At least twenty percent (20%) of the required public ~~Open Space~~ in the ~~SD-16.3 Miami Worldcenter~~ area shall be assigned to Civic Space, as described in Table 2 ~~incorporated herein by reference and of the Design Development Standards~~.

46.12.17 Section 17 ALLOWABLE INCREASES IN FAR FLR FOR PROVIDING PUBLIC BENEFITS

46.12.17.1 Section 17(a) The intent of this section is to provide bonus building capacity in the ~~SD-16.3 Miami Worldcenter~~ area in exchange for the developer's contribution to specified programs that provide benefit and enjoyment to the public. A bonus of an additional ~~seventy~~ fifty percent (~~70~~ 50%) of FAR FLR capacity shall be permitted if the proposed development contributes to the specified programs below in the amount and manner set forth herein in Section 3.14 of the Zoning Ordinance. ~~The percentage increase shall be based on the approved square footage for the project, including all bonuses approved pursuant to other provisions of Ordinance 11000, as amended.~~

46.12.17.2 Affordable/Workforce Housing

~~A developer may acquire bonus floor area up to a maximum of 25% of the total FAR capacity by contributing to the Affordable Housing Trust Fund, or by providing onsite Affordable/Workforce housing, as that term is defined by the City.~~

46.12.17.2.1 Trust Fund Contributions

~~A developer may acquire one additional square foot of buildable space for each nonrefundable contribution of \$12.40 (as of the time of approval and subject to applicable price adjustments at the time of building permit application) to the Affordable Housing Trust Fund administered by the City of Miami. Future adjustments to the amount of contribution per square foot of buildable space in the SD-16.3 Worldcenter area shall be consistent with the per-square foot contributions for other properties within the Southeast Overtown / Park West CRA boundary.~~

46.12.17.2.2 Affordable/workforce housing on the site of the development

~~For each square foot of affordable/workforce housing provided on-site, the development shall be allowed two square feet of additional buildable space.~~

46.12.17.3 Public Open space

~~For every square foot of public open space that a project provides onsite in excess of the required amount of public open space, the development shall be allowed 3.29 times the development capacity of the land provided. The open space may be a courtyard, plaza, or pedestrian passage through a site connecting two streets, as these spaces are described in Table 2, or part of the Streetscape, per the Design Standards.~~

16.12.17.4 Section 17(b) Sustainability

~~Fifteen (15) percent additional FAR capacity shall be allowed for buildings certified by the U.S. Green Building Council as LEED certified. If the City adopts a sustainability program, the 15% bonus for the minimum standard for the SD 16.3 Miami Worldcenter area shall match the City's minimum standard for certification. Additional increments of FAR capacity provided under the City program for LEED certifications at higher than the minimum standard shall be added to the base 15% established herein. (For example, if silver certification is adopted by the City as the minimum standard, with a 2% increase in floor area to go from silver to a gold, projects in the SD 16.3 Worldcenter area would receive a 15% increase for meeting the minimum silver standard and a 17% increase for meeting the gold standard). If at the time the first Certificate of Occupancy is issued for the building that received a public benefits bonus for a Green Building, the anticipated LEED certification has not been achieved, then the owner shall post a performance bond in a form acceptable to the City of Miami. The performance bond shall be determined based on the value of land per square foot of building in the area of the City in which the proposed project is located, which may be adjusted from time to time based on market conditions. The methodology for determining the value of land per square foot of building shall be maintained in the Planning Department. The City will draw down on the bond funds if LEED certification has not been achieved and accepted by the City within one year of the City issuance of the Certificate of Occupancy for the building. Funds that become available to the City from the forfeiture of the performance bond shall be placed in the Affordable Housing Trust Fund. All buildings in the Miami Worldcenter area shall be certified by the United States Green Building Council ("USGBC"), at a minimum, as LEED Silver, or by an equivalent certification agency approved by the City, within a year after obtaining a certificate of occupancy or its equivalent.~~

16.12.17.5 Streetcar Infrastructure

~~A developer in the SD 16.3 Miami Worldcenter district may select to contribute and build the associated infrastructure for a proposed Miami streetcar system to be placed within the district in exchange for an equivalent bonus into one of the other Public Benefits.~~

16.12.18 Section 18 ~~If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected. In the event of a conflict between the text of Appendix D and the visual charts, graphics, and maps comprising the Development Standards, the text shall control.~~

* * **

Section 4. If any section, part of a section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

Section 5. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Zoning Ordinance of the City of Miami,

Florida, as amended, which provisions may be renumbered or relettered and that the word "ordinance" may be changed to "section", "article", or other appropriate word to accomplish such intention.

Section 6. This Ordinance shall become effective immediately upon adoption and signature of the Mayor.{2}

APPROVED AS TO FORM AND CORRECTNESS:

VICTORIA MÉNDEZ
CITY ATTORNEY

..Footnote

{1} Words and/or figures stricken through shall be deleted. Underscored words and/or figures shall be added. The remaining provisions are now in effect and remain unchanged. Asterisks indicate omitted an unchanged material.

{2} This Ordinance shall become effective as specified herein unless vetoed by the Mayor within ten days from the date it was passed and adopted. If the Mayor vetoes this Ordinance, it shall become effective immediately upon override of the veto by the City Commission or upon the effective date stated herein, whichever is later.

EXHIBIT 9

FUTURE LAND USE

Miami Worldcenter

City of Miami Future Land Use Map

Legend

Future Land Use

- Concentration
- Public Parks and Recreation
- Commercial Recreation
- Marine Facilities
- Single Family - Residential
- Duplex - Residential
- Low Density Multifamily Residential
- Medium Density Multifamily Residential
- High Density Multifamily Residential
- Low Density Restricted Commercial
- Medium Density Restricted Commercial
- Restricted Commercial
- Central Business District
- General Commercial
- Major Use: Public Facilities, Transit and Light Industrial
- Industrial
- Not Designated on Map
- Residential Density Increase Areas
 - Broken - 500 Units/Ac
 - Lint - Medium - 200 Units/Ac
 - Chm - 500 Units/Ac
 - Five Subplots - 500 Units/Ac
 - SEOPW - 300 Units/Ac
 - UCBD
- Health District Regional Activity Center
- Buena Vista Regional Activity Center
- Ecotone Area
- City Boundary
- CDD Boundaries



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EXHIBIT 10

STATEMENT OF ESTIMATED REGULATORY COSTS

STATEMENT OF ESTIMATED REGULATORY COSTS
Miami World Center Community Development District

1.0 Introduction

1.1 Purpose

This statement of estimated regulatory costs (“SERC”) supports the petition to form the Miami World Center Community Development District (“District” or “CDD”). Miami First, LLC, and other affiliated and participating companies (“Petitioners”) are master planning a +/- 23.958 acre mixed-use community, Miami World Center (“Project”), located just east of the American Airlines Center in the City of Miami (“City”), Miami-Dade County (“County”), Florida.

The District will provide community Infrastructure that will serve all the land in the proposed District. The District plans to provide community infrastructure including, but not necessarily limited to, utilities, roadway improvements, stormwater management improvements, landscape and hardscape, and other community improvements to support the development of the Project. The District plans to finance community Infrastructure by issuing bonds (“Bonds”) secured by, among other things, proceeds of non-ad valorem special assessments (the “Assessments”) levied on land within the District that will specially benefit from the community infrastructure all as discussed more fully below.

1.2 Scope of the Analysis

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

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

As noted above, the proposed District intends to provide community infrastructure and services along with their operations and maintenance, to the approximate 23.958 acres comprising the Project. The current development program for the land contained in the District is shown in Table 1 below. These plans are subject to change as market conditions may dictate in the future.

**Table 1. Miami World Center Community Development District
Development Program**

<i>Land Uses</i>		<i>Phase 1A</i>	<i>Phase 1B</i>	<i>Phase 2</i>	<i>Total</i>
Retail	SF	765,000	50,000	111,500	926,500
Condos	DU	466	550	3,950	4,966
Apartments	DU	420	1,004	0	1,424
Hotel	Room	0	150	0	150

Source: Miami First.

1.3 Requirements for Statement of Estimated Regulatory Costs

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

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

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

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

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed

in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.

(e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S. The City is not defined as a small city for purposes of this requirement.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a)[of Section 120.541, F.S.] and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.”

- 2.0 (a) An economic analysis showing whether the rule directly or indirectly is likely to (1) have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; (2) have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after implementation of the rule; or (3) increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.**

It is unlikely the establishment/creation of the District will meet any of the triggers in Section 120.541(2)(a), F.S. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 herein.

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

As noted above, the proposed District will provide infrastructure and community services to the +/-23.958 acres of land planned for the Project as outlined in Table 1. All of the ultimate property owners in the District will be required to comply with District rules and their properties will be encumbered with District obligations to pay for infrastructure and operations and maintenance expenses incurred by the District. Based on the current development program the following entities and individuals would be affected by the formation of the District: the owners and occupants of (a) 4,966 condo unit owners; (b) 1,424 apartment units, (c) 926,500 square feet of retail space, and (d) 150 hotel rooms. The ownership of the retail space may ultimately be divided among a number of future landowners. Of course prior to the development and sale of the real estate, all of the

undeveloped land owned by Petitioners and any other landowner within the District boundaries will also be under the jurisdiction of the District.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

State Governmental Entities

The cost to State entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 1,000 acres. Therefore, the County will review and act upon the petition to establish the District.

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

Miami-Dade County and the City of Miami

This petition to establish the District will require the County to review the petition and its supporting exhibits. In addition, the County will hold public hearings to discuss the petition and to take public input. These activities will absorb staff time and time of the County Commission.

However, these costs are very modest at most for the following reasons. First, the review of this petition to form the District does not include an analysis of the Project itself. In fact, such a review of the Project is prohibited by statute. Second, the petition contains all of the information necessary for its review. Third, the County already has all of the staff necessary to review the petition. Fourth, no capital costs are involved in the review. Fifth, the County routinely processes similar petitions for land use and zoning changes that are far more complicated than this petition to form the District. Finally, Petitioners will pay a statutorily prescribed filing fee to the County designed to offset these costs.

The County will incur only a small additional annual cost if this petition is approved. The proposed District is an independent unit of local government, so the District is responsible for its own budget, reporting, and the full conduct of its powers within its boundaries. The District will provide the City and the County with its budget each year, but no City or County action is required.

4.2 Impact on State and Local Revenues

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

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

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

The District plans to provide various community facilities and services to the land in the District, as outlined in Table 2 below. The District plans to fund, own, operate and maintain the landscape, hardscape, lighting and signage, and part of the stormwater management improvements. The District plans to fund the public roadways, utilities, additional stormwater management improvements, and upgraded mass-transit facilities, all of which will be owned by the District or dedicated to the County or City, and the County or City will operate and maintain these dedicated public infrastructure facilities.

Table 2. Proposed Facilities and Services

<i>Facility</i>	<i>Funded By</i>	<i>O&M By</i>	<i>Ownership</i>
Roadway Improvements	CDD	City/County/CDD	City/County/CDD
Waste Water Collection System	CDD	County	County
Water Distribution System	CDD	County	County
Stormwater Management ¹	CDD	City/County/CDD	City/County/CDD
Mass-Transit Facilities	CDD	County	County
Landscaping/ Open Space/Lighting/Signage	CDD	CDD	CDD

Source: Miami First

Petitioners have estimated the costs for providing the capital facilities as outlined in Table 2, and these are shown in Table 3. Total costs for these facilities are estimated to be approximately \$72,800,000. To fund this construction program, in

¹ The portion of the stormwater management system located inside the public rights-of-way will be owned and maintained by the City of Miami or Miami-Dade County; and the portion of the stormwater management system located outside the public rights-of-way in open spaces to be owned by the District will be owned and maintained by the District.

whole or in part, the District may issue special assessment or other revenue bonds. The Bonds would be repaid through non-ad valorem assessments levied on all lands in the District that may benefit from the District's proposed facilities and services as outlined in Table 2 and any other available revenue source.

Table 3. Summary of Estimated Capital Costs for Proposed Miami World Center Community Development District

<i>Facility</i>	<i>Total</i>
Roadway Improvements	\$23,100,000
Waste Water Collection System	\$4,700,000
Water Distribution System	\$3,200,000
Stormwater Management	\$3,600,000
Landscaping/ Open Space/Lighting/Signage	\$31,200,000
Mass-Transit Facilities	\$7,000,000
	<hr/> <hr/>
Total	\$72,800,000

Source: Miami First

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

It is important to note that the various costs outlined in Table 3 are typical for developments of the type contemplated here. In other words, there is nothing peculiar about the District's financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer-provided infrastructure and facilities. Along these same lines, District-imposed assessments for operations and maintenance costs are similar to what would be charged in any event by a property owners' association common to most master planned developments.

Real estate markets are quite efficient, because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive the operations and maintenance charges must also be in line with the competition.

Furthermore, locating in the District by new landowners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the District's costs in tradeoff for the benefits that the District provides.

The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, City provision (directly or via a dependent special district), or through developer bank loans.

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

There will be no impact on small businesses because of the formation of the proposed District. If anything, the impact may be positive. This is because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The development is located in the City Miami. As of the 2000 Census, the City has a population in excess of 10,000 people. Therefore, the proposed District is not located in a City defined as a "small city" (10,000) according to Section 120.52, F.S.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from Petitioners' Engineer and other professionals associated with Petitioners.

Finally, it is useful to reflect upon the question of whether the proposed formation of the District is the best alternative to provide community facilities and services to the Project. As an alternative to the District, the City or County could approve a dependent special district for the area, such as a Municipal Service Benefit Unit ("MSBU") or a special taxing district under Chapter 170, F.S. Either of these alternatives could finance the improvements contemplated in Table 2 in a fashion similar to the proposed District.

However, each of these alternatives is inferior to the District. Unlike the District, the alternatives would require the City or County to continue to administer the Project and its facilities and services. As a result, the costs for these services and facilities would not be sequestered to the land directly benefiting from them, as the case would be with the District.

A District also is preferable from a government accountability perspective. With a District as proposed, landowners and renters in the District would have a focused unit of government under their direct control. The District can then be more responsive to landowner needs without disrupting other City or County responsibilities.

Another alternative to the District would be for the developer to provide the infrastructure and to use a property owners association ("POA") for operations and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments along with other property taxes. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Second, the proposed District is a unit of local government. Therefore, unlike the POA the District must abide by all governmental rules and regulations.

**APPENDIX A
LIST OF REPORTING REQUIREMENTS**

REPORT	FLORIDA STATUTE CITE	DATE
Annual Financial Audit	11.45	12 months after end of fiscal year
Annual Financial Report (AFR)	218.32	by March 31
TRIM Compliance Report	200.068	30 days after adoption of assessment resolution
Form 1 - Limited Financial Disclosure	112.3144	by July 1
Public Depositor	215	by November 15
Proposed Budget	190.008	sixty (60) days prior to adoption of final budget
Public Meetings Schedule	189.417	beginning of fiscal year
Bond Report	218.38	When issued

EXHIBIT 11

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIAMI
SUPPORTING THE ESTABLISHMENT OF THE DISTRICT**



City of Miami
Certified Copy

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

File Number: 14-00073

Enactment Number: R-14-0086

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), SUPPORTING THE CREATION OF THE MIAMI WORLDCENTER COMMUNITY DEVELOPMENT DISTRICT ("CDD") BY MIAMI WORLDCENTER GROUP, LLC, AND THEIR AFFILIATES AND SUBSIDIARIES ("DEVELOPER") FOR THE TWENTY-FIVE (25) +/- ACRE SITE GENERALLY BOUNDED ON THE NORTH BY NORTHEAST 11TH STREET, ON THE SOUTH BY NORTHEAST 6TH STREET, ON THE EAST BY NORTHEAST 2ND AVENUE, AND ON THE WEST BY NORTH MIAMI AVENUE, MIAMI, FLORIDA, WITH THE EXCEPTION OF THE PARCELS LISTED ON EXHIBIT "A" ("EXCLUDED PARCELS"), ATTACHED AND INCORPORATED; ENCOURAGING THE MIAMI-DADE COUNTY COMMISSION TO APPROVE A PETITION SUBMITTED BY THE DEVELOPER TO CREATE THE CDD CONSISTENT WITH THE DEVELOPMENT AGREEMENT.

WHEREAS, pursuant to Resolution No. 08-0658, adopted November 13, 2008, the Miami WorldCenter Group, LLC, and their affiliates and subsidiaries ("Developer") and the City of Miami ("City") entered into a Development Agreement ("Agreement"); and

WHEREAS, pursuant to Ordinance No. 13039 adopted November 13, 2008, the City Commission approved the Rezoning of the Site from SD-16.1 to SD-16.3 ("Rezoning"); and

WHEREAS, on October 22, 2009, Ordinance No. 13114 ("Miami 21") was adopted as the new Zoning Ordinance for the City; and

WHEREAS, the regulations for SD-16.3 were carried over into Appendix D of Miami 21; and

WHEREAS, consistent with the Agreement, the Rezoning, and Miami 21, the City is committed to facilitating the (re)development of the twenty-five+/-acre site ("Site") with a large-scale urban infill development, which shall include substantial public open spaces, enhanced pedestrian areas, and enhanced access to mass transit facilities, known as the Miami WorldCenter Project ("Project"); and

WHEREAS, consistent with the Agreement, the City supports the creation of the Miami WorldCenter Community Development District ("CDD") to assist in funding and constructing various onsite and offsite infrastructure and related public improvements for the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as fully set forth in this Section.

Section 2. The City Commission supports the creation of the CDD by the Developer, for the Site bounded on the North by Northeast 11th Street, on the South by Northeast 6th Street, on the East by Northeast 2nd Avenue, and on the West by North Miami Avenue, Miami, Florida, with the exception

of the Excluded Parcels, listed on Exhibit "A", attached and incorporated.

Section 3. The City Commission encourages the Miami-Dade County Commission to approve a petition submitted by the Developer to create the CDD consistent with the Agreement.


Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{1}

Date: FEBRUARY 27, 2014
Mover: COMMISSIONER CAROLLO
Seconder: COMMISSIONER SARNOFF
Vote: AYES: 3 - COMMISSIONER(S) GORT, SARNOFF AND CAROLLO
ABSENT: 2 - COMMISSIONER(S) SUAREZ AND HARDEMON
Action: DEFERRED

Date: MARCH 13, 2014
Mover: COMMISSIONER SUAREZ
Seconder: COMMISSIONER SARNOFF
Vote: AYES: 5 - COMMISSIONER(S) GORT, SARNOFF, CAROLLO, SUAREZ AND HARDEMON
Action: ADOPTED

Date: MARCH 21, 2014
Action: SIGNED BY THE MAYOR

I, Todd B. Hannon, City Clerk of the City of Miami, Florida, and keeper of the records thereof, do hereby certify that this constitutes a true and correct copy of Resolution No. R-14-0086, with attachment, passed by the City Commission on 3/13/2014.



Deputy Clerk (for Todd B. Hannon, City Clerk)

March 24, 2014

Date Certified

{1} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

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EXHIBIT "A"

EXCLUDED PARCELS

BLOCK	FOLIO NUMBER	ADDRESS
18	01-0101-080-1020	60 NE 11 ST
	01-0101-080-1030	50 NE 11 ST
	01-0101-080-1040	34 NE 11 ST
	01-0101-080-1050	30 NE 11 ST
	01-0101-080-1060	20 NE 11 ST
	01-0101-080-1070	1035 N MIAMI AV
	01-0101-080-1160	100 NE 1 AV
	01-0101-080-1150	63 NE 10 ST
	01-0101-080-1140	53 NE 10 ST
	01-0101-080-1080	1001 N MIAMI AV
	01-0101-080-1100	21 NE 10 ST
	01-0101-080-1130	45 NE 10 ST
19	01-0103-090-1150 f/a/u 01-0101-090-1011 Miami Dade Transit Parcel N7C	1040 NE 2 AV
	01-0103-090-1150 f/a/u 01-0101-090-1141 Miami Dade Transit Parcel N7A	1020 NE 2 AV
23	01-0102-030-1190	61 NE 9 ST
	01-0102-030-1180	53 NE 9 ST
	01-0102-030-1170	45 NE 9 ST
	01-0102-030-1160	35 NE 9 ST
	01-0102-030-1150	27 NE 9 ST
38	01-0103-080-1050	50 NE 9 ST
39	01-0103-090-1150 f/a/u 01-0103-090-1011 Miami Dade Transit Parcel N5D	800 NE 2 AV
	01-0103-090-1150 f/a/u 01-0103-090-1150 Miami Dade Transit Parcel N5A	850 NE 2 AV

BLOCK	FOLIO NUMBER	ADDRESS
42	01-0104-020-1120	717 NE 1 AV
58	01-0105-080-1110	55 NE 6 ST
	01-0105-080-1100	45 NE 6 ST
	01-0105-080-1090	33 NE 6 ST
58/59	01-0100-000-0550	FEC ROW
59	01-0103-090-1150 f/a/u 01-0105-090-1021 Miami Dade Transit Parcel N3C	170 NE 7 ST
	01-0103-090-1150 f/a/u 01-0105-090-2090 Miami Dade Transit Parcel N3A	175 NE 6 ST
	01-0105-090-2080	169 NE 6 ST
	01-0105-090-2070	165 NE 6 ST
	01-0105-090-2060	155 NE 6 ST
	01-0105-090-2050	147 NE 6 ST
	01-0105-090-2040	135 NE 6 ST
	01-0105-090-2030	125 NE 6 ST
	01-0105-090-2020	119 NE 6 ST
	01-0105-090-2010	601 NE 1 AV

COMPOSITE EXHIBIT 12

DECLARATION OF RESTRICTIVE COVENANTS

This instrument was prepared by:	
Name:	Gerald L. Knight, Esq.
Address:	Billing, Cochran, Lyles, Mauro & Ramsey, PA 515 East Las Olas Blvd. Fort Lauderdale, Florida 33301
(Space Reserved for Clerk)	

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned Owners (collectively, "Owner") hold the fee simple title to the land described in the attached Exhibit A (the "Property"), located in Miami-Dade County, Florida (the "County"); and

WHEREAS, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the Miami World Center Community Development District (the "District") filed _____, and approved pursuant to Ordinance No. _____ enacted by the Board on _____ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

WHEREAS, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into contracts for improved residential units within the Property (each a "Prospective Initial Purchaser"), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit (defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the

District to finance such capital costs until such bonds are retired (collectively, "Capital Assessments"), and (2) the costs associated with (i) operations of the District including administration ("Operations Assessments") and (ii) maintenance of public infrastructure by the District ("Infrastructure Maintenance Assessments"; Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as "Administrative Assessments"); and

WHEREAS, other covenants made by Owner include provisions for the long-term maintenance of infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping; and

WHEREAS, this Declaration of Restrictive Covenants and the covenants herein created apply solely to the Prospective Initial Purchasers of improved residential condominium units within the Property; and

WHEREAS, such covenants of Owner are made in order to assure the Board that the representations made by Owner in support of the Petition will be abided by,

NOW, THEREFORE, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, makes the following Declaration of Restrictive Covenants covering and running with the Property (this "Declaration"):

1. COVENANTS.

1.1 Public Records Notice of Existence of District. This Declaration shall serve as notice in the public records of the County that unless the District is terminated in accordance with the requirements of Chapter 190, Florida Statutes, and such termination is reflected in the public records of the County, the Property and all lands, parcels, lots, and units located within the District's boundaries are subject to the Capital Assessments and Administrative Assessments levied and imposed by the District, subject only to the exceptions or exemptions from such assessments expressly provided by Florida law. The provisions of this

Declaration are not applicable to lands, parcels, lots, and units, or portions thereof, located within the District's boundaries that are used for purposes other than the sale of Dwelling Units.

1.2 CDD and Purchase Contract Notices.

1.2.1 Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential condominium unit within the Property (individually, a "Dwelling Unit") written notice of the estimated annual Capital Assessments and Administrative Assessments (the "CDD Notice") to be imposed on such individual Dwelling substantially in the form attached hereto as Exhibit B prior to, or contemporaneously with, the execution of a purchase and sale contract ("Purchase Contract") for such Dwelling Unit. For the purposes of this Declaration, the term "Owner" means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the "Effective Date of the Ordinance") but was not given an contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given together with the following written notice and must be sent to such Prospective Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$60,000 FOR CONDOMINIUM UNITS IN EXCESS OF 1,500 SQUARE FEET IN SIZE AND \$45,000 FOR CONDOMINIUM UNITS 1,500 SQUARE FEET OR LESS IN SIZE. THE DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$30,744.90 FOR

CONDOMINIUM UNITS IN EXCESS OF 1,500 SQUARE FEET IN SIZE AND \$23,058.68 FOR CONDOMINIUM UNITS 1,500 SQUARE FEET OR LESS IN SIZE IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$2,000 FOR CONDOMINIUM UNITS IN EXCESS OF 1,500 SQUARE FEET IN SIZE AND \$1,500 FOR CONDOMINIUM UNITS 1,500 SQUARE FEET OR LESS IN SIZE FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

Owner shall promptly refund any amounts due under the foregoing notice if a Prospective Initial Purchaser properly rescinds a Purchase Contract during the time provided. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to the foregoing notice.

1.2.2 Owner shall also provide substantially the following disclosure ("Purchase Contract Notice") on the first page of each Purchase Contract executed after the Effective Date of the Ordinance for a Dwelling Unit within the Property, immediately after disclosure of the purchase price for the Dwelling Unit:

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$60,000 FOR CONDOMINIUM UNITS IN EXCESS OF 1,500 SQUARE FEET IN SIZE AND \$45,000 FOR CONDOMINIUM UNITS 1,500 SQUARE FEET OR LESS IN SIZE. THE

DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$30,744.90 FOR CONDOMINIUM UNITS IN EXCESS OF 1,500 SQUARE FEET IN SIZE AND \$23,058.68 FOR CONDOMINIUM UNITS 1,500 SQUARE FEET OR LESS IN SIZE IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$2,000 FOR CONDOMINIUM UNITS IN EXCESS OF 1,500 SQUARE FEET IN SIZE AND \$1,500 FOR CONDOMINIUM UNITS 1,500 SQUARE FEET OR LESS IN SIZE FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: _____

Owner shall cause each Prospective Initial Purchaser to initial the Purchaser Contract Notice where indicated.

1.3 Relief to Prospective Initial Purchaser for Owner Default.

1.3.1 Owner shall provide relief, in the manner provided by this Section 1.3 to any Prospective Initial Purchaser who has not yet closed on a Dwelling Unit if any one of the following events shall occur (an "Owner Default"):

1.3.1.1. Owner fails to provide a timely CDD Notice or Purchase Contract Notice as required; and/or

1.3.1.2.Owner provides a timely CDD Notice; however, such CDD Notice underestimates the aggregate or monthly actual Administrative Assessments for the District's first three fiscal years by more than five percent (5%); and/or

1.3.1.3.Owner provides a timely CDD Notice and/or Purchase Contract; however, such CDD Notice and/or Purchase Contract Notice underestimates the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or monthly actual Annual Capital Assessments by more than five percent (5%).

1.3.2 In the event of any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a "Termination Notice"), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the

opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "Extended Late Notice") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the "Extended Cure Period"). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

1.3.4 Every Late Notice or Extended Late Notice sent by Owner to a Prospective Initial Purchaser must include the following in bold type in a font at least as large as the largest font in such Late Notice or Extended Late Notice (*with correct type of notice indicated*):

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A [LATE NOTICE or EXTENDED LATE NOTICE] UNDER SUCH

DECLARATION. IF OWNER PROVIDES YOU WITH THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS [LATE NOTICE or EXTENDED LATE NOTICE]. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT., AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

1.3.5 If the Owner Default involves the failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract Notice in substantially the correct form and location; however, such Purchase Contract Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the annual Capital Assessments by more than five percent (5%), then the Late Notice or Extended Late Notice shall also contain the following:

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: [INSERT PURCHASE PRICE INFORMATION]. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$60,000 FOR CONDOMINIUM UNITS IN EXCESS OF 1,500 SQUARE FEET IN SIZE AND \$45,000 FOR CONDOMINIUM UNITS 1,500 SQUARE FEET OR LESS IN SIZE. THE DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$30,744.90 FOR CONDOMINIUM UNITS IN EXCESS OF 1,500 SQUARE FEET IN SIZE AND \$23,058.68 FOR CONDOMINIUM UNITS 1,500 SQUARE FEET OR LESS IN SIZE IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$2,000 FOR CONDOMINIUM UNITS IN EXCESS OF 1,500 SQUARE FEET IN SIZE AND \$1,500 FOR CONDOMINIUM UNITS 1,500 SQUARE FEET OR LESS IN SIZE FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL

SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

1.3.6 If the Owner Default involves the failure to provide a CDD Notice or Owner provided a timely CDD Notice; however, such CDD Notice underestimated (i) the actual aggregate Administrative Assessments for each of the District's first three fiscal years by more than five percent (5%) and/or (ii) the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessment by more than five percent (5%), then the Late Notice or Extended Late Notice must also include a CDD Notice, if the Owner Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely but inaccurate CDD Notice.

1.4 Relief to a Prospective Initial Purchaser Who Actually Closes on a Dwelling Unit After an Uncorrected Owner Default.

1.4.1 In the event Owner fails to give a Prospective Initial Purchaser a timely CDD Notice, and such failure is not corrected by a timely and accurate Late Notice, then a Prospective Initial Purchaser that closes on the Dwelling Unit ("Actual Initial Purchaser") may demand, in writing, that Owner pay such Actual Initial Purchaser (i) the amount necessary to prepay all Capital Assessments principal, and interest on such Capital Assessments principal due

through the next applicable bond payment date respecting the Dwelling Unit *plus* (ii) an amount equal to the sum of the share of the actual Administrative Assessments levied by the District on such Dwelling Unit for the District's first three (3) fiscal years immediately following the closing respecting the Dwelling Unit.

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital

Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

1.4.4 Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessment and Administrative Assessments first appear on any bill sent to the Actual Initial Purchaser by the District for the affected Dwelling Unit. After the expiration of that year,

Owner shall not be obligated to provide any relief to such Actual Initial Purchaser under this Declaration.

1.4.5 Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the individual Dwelling Unit of liability for all lawful taxes and assessments including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

1.5 Additional Disclosure through District Sign. Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN MIAMI WORLD CENTER. A PURCHASER OF PROPERTY IN MIAMI WORLD CENTER WILL BE OBLIGATED TO PAY ANNUAL ASSESSMENTS TO AMORTIZE THE DEBT AND FOR DISTRICT ADMINISTRATION, WHICH AMOUNTS ARE SEPARATE FROM THE PURCHASE PRICE OF THE PROPERTY AND OTHER ASSESSMENTS ON THE PROPERTY, AND WHICH MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT ALLOCATED TO THE PROPERTY ASSESSED, AND ARE EXPECTED TO APPEAR ON A PURCHASER'S PROPERTY TAX BILL EACH YEAR, BUT MAY BE BILLED DIRECTLY BY THE MIAMI WORLD CENTER COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER SHALL HAVE THE OPTION

TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE. FOR FURTHER INFORMATION ON THE MIAMI WORLD CENTER AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT *[INSERT APPROPRIATE CONTACT INFORMATION]*."

1.6 Inspection of District Records by County Representatives. Owner shall allow or provide for the District to allow County representatives to review all pertinent records in order to assess the overall performance of Owner in providing timely and accurate disclosure of estimated Capital Assessments and Administrative Assessments on Dwelling Units within the District. Prompt access shall be provided without prior notice of inspection by the County representatives, but only during normal business hours and without disruption of sales operations. The purpose of such inspection is only to determine Owner's overall compliance with the aforementioned notice requirements and such inspection shall not authorize the County to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

2. BENEFITS AND ENFORCEMENT.

2.1 The covenants set forth in Sections 1.2, 1.3 and 1.4 shall run and be in favor of and to the benefit of Prospective Initial Purchasers and Actual Initial Purchasers of individual Dwelling Units within the Property, and their heirs, successors, and assigns, and shall be enforceable exclusively by such persons. After an individual Dwelling Unit has been once conveyed to an Actual Initial Purchaser, no further notice shall be required to be provided by Owner to any purchaser of a Dwelling Unit if the same has been improved with a residence. If a Dwelling Unit is conveyed as unimproved land, then such Dwelling Unit shall not be deemed to have been conveyed to a Prospective Initial Purchaser or Actual Initial Purchaser, and all of the

covenants set forth in Sections 1.2, 1.3 and 1.4 shall apply to the Dwelling Unit and any Owner offering such Dwelling Unit for sale to Prospective Initial Purchasers.

2.2 The covenants set forth in Sections 1.6 shall run and be in favor of and to the benefit of the County or any successor municipal government, and shall be enforceable exclusively by such governmental entity.

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration 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 attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the public records of the County, following the acceptance by the Board of an ordinance approving the creation of the District, and shall remain in full force and effect and be binding upon the undersigned Owner, and its successors and assigns, until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

4. TERM.

This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the County.

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, or of such portion as will be affected by the modification, amendment, or release, including joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

Should this Declaration be modified, amended, or released, the County Manager or successor official of the County, or the assistant in charge of the office in the County Manager's absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

6. 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 such exercise preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

7. SEVERABILITY.

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However, if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced, or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

8. ACCEPTANCE OF DECLARATION.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Declaration of Restrictive Covenants this 16th day of March, 2015.

OWNERS:

MIAMI FIRST, LLC, a Delaware limited liability company

By: Miami First Manager, Inc.,
a Delaware corporation, its managing member

By: [Signature]
Nitin Motwani
Title: Vice President

STATE OF Florida
COUNTY OF Miami-dade

The foregoing instrument was acknowledged before me by Nitin Motwani the Vice-President of Miami First Manager, Inc., a Delaware corporation, the managing member of Miami First, LLC, a Delaware limited liability company this _____ day of March, 2015, who is personally known to me or who produced _____ as identification.



Alexa Hackmeier
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM

[Signature]
Notary Public, State of Florida
Print Name: Alexa Hackmeier
My commission expires: 11/16/18

MIAMI SECOND, LLC, a Delaware limited liability company

By: Miami Second Manager, Inc.,
a Delaware corporation, its managing member

By: [Signature]
Nitin Motwani
Title: Vice President

STATE OF Florida
COUNTY OF Miami-dade

The foregoing instrument was acknowledged before me by Nitin Motwani the Vice-President of Miami Second Manager, Inc., a Delaware corporation, the managing member of Miami Second, LLC, a Delaware limited liability company this _____ day of March, 2015, who is personally known to me or who produced _____ as identification.



Alexa Hackmeier
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM

[Signature]
Notary Public, State of Florida
Print Name: Alexa Hackmeier
My commission expires: 11/16/18

MIAMI THIRD, LLC, a Florida limited liability company

By: Miami Third Manager, Inc., a Delaware corporation, its managing member

By: [Signature]
Nitin Motwani
Title: Vice President

STATE OF Florida
COUNTY OF miami-dade

The foregoing instrument was acknowledged before me by Nitin Motwani the Vice-President of Miami Third Manager, Inc., a Delaware corporation, the managing member of Miami Third, LLC, a Florida limited liability company this _____ day of March, 2015, who is personally known to me or who produced _____ as identification.



Alexa Hackmeier
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM

Alexa Hackmeier
Notary Public, State of Florida
Print Name: Alexa Hackmeier
My commission expires: 11/16/18

MIAMI FOURTH, LLC, a Florida limited liability company

By: Miami Fourth Manager, Inc., a Delaware corporation, its managing member

By: [Signature]
Nitin Motwani
Title: Vice President

STATE OF Florida
COUNTY OF miami-dade

The foregoing instrument was acknowledged before me by Nitin Motwani the Vice-President of Miami Fourth Manager, Inc., a Delaware corporation, the managing member of Miami Fourth, LLC, a Florida limited liability company this _____ day of March, 2015, who is personally known to me or who produced _____ as identification.



Alexa Hackmeier
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM

Alexa Hackmeier
Notary Public, State of Florida
Print Name: Alexa Hackmeier
My commission expires: 11/16/18

MIAMI A/I, LLC, a Delaware limited liability company

By: Miami A/I Manager, Inc.,
a Delaware corporation, its managing member

By: [Signature]
Nitin Motwani
Title: Vice President

STATE OF Florida
COUNTY OF miami-dade

The foregoing instrument was acknowledged before me by Nitin Motwani the Vice-President of Miami A/I, Manager, Inc., a Delaware corporation, the managing member of Miami A/I, LLC, a Delaware limited liability company this _____ day of March, 2015, who is personally known to me or who produced _____ as identification.



Alexa Hackmeier
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM

[Signature]
Notary Public, State of Florida
Print Name: Alexa Hackmeier
My commission expires: 11/16/18

Exhibit A

LEGAL DESCRIPTION

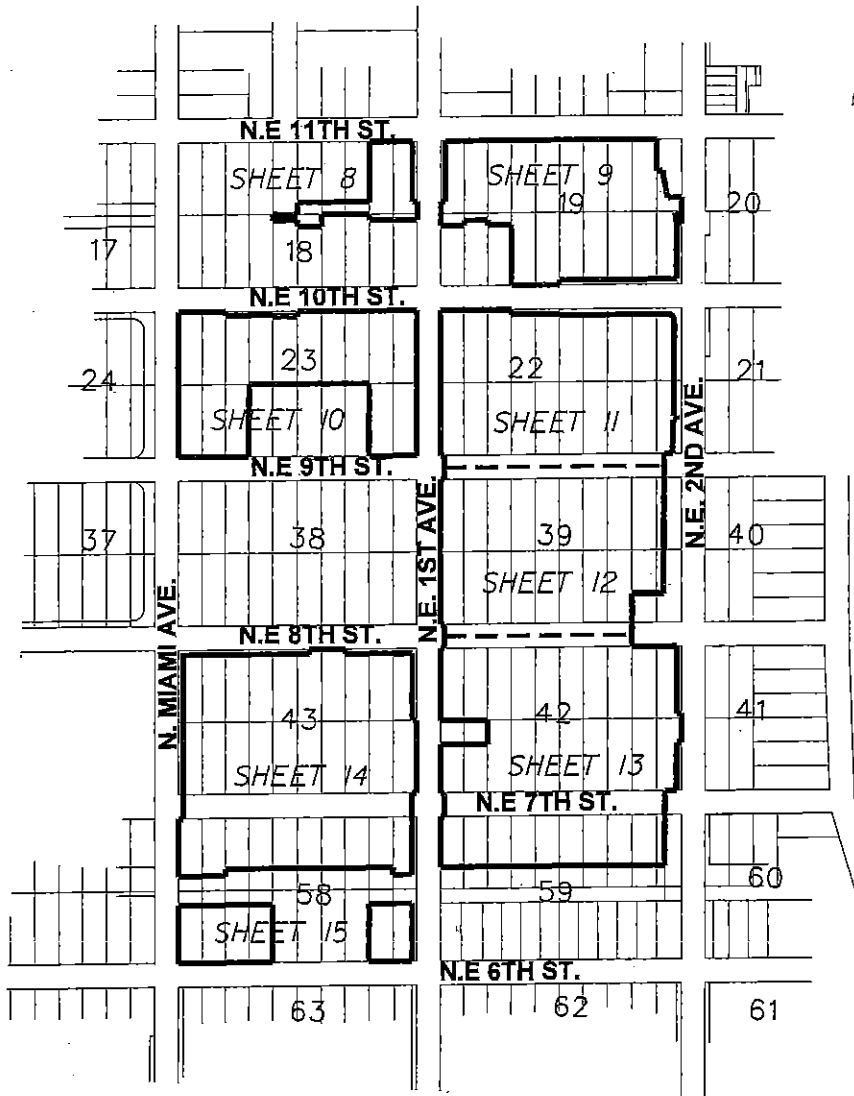
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

EXHIBIT A SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER



CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

[Signature]
JEFF S. MODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name: MIAMI WORLDCENTER	DATE: 03/11/2014
JOB NO. 07139	REV. 2-14-2015
DWG BY: JSH	SHEET 1 OF 15
CK'D By: JEK	

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PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

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Certificate of Authorization No. LB7264

Tel: (561) 241-9988
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLDCENTER

LEGAL DESCRIPTION

(1) All of Lot 2 Block 18 North, together with a portion of Lots 1, 3, 4, 5, 15, 16, 19 and 20 Block 18 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 2 Block 18 North; thence North 87° 43'42" East, along the North line of said Lots 2 and 1, a distance of 90.18 feet; thence South 02° 13'55" East, along a line 10 feet West of and parallel with the East line of said Lot 1, a distance of 125.12 feet; thence North 87° 43'42" East, along a line 25 feet North of and parallel with the South line of said Lot 1, a distance of 10.00 feet; thence South 02° 13'55" East, along the East line of said Lots 1 and 20, a distance of 37.50 feet; thence South 87° 43'42" West, along a line 12.5 feet South of and parallel with the North line of said Lots 19 and 20, a distance of 100.15 feet; thence North 02° 14'32" West, along the East line of said Lot 18, a distance of 12.50 feet; thence South 87° 43'42" West, along the South line of said Lots 3 and 4, a distance of 100.15 feet; thence South 02° 15'08" East, along the east line of said Lot 16, a distance of 25.00 feet; thence South 87° 43'42" West, along a line 25 feet South of and parallel with the North line of said Lot 16, a distance of 50.07 feet; thence North 02° 15'26" West, along the east line of said Lot 15, a distance of 12.50 feet; thence South 87° 43'42" West, along a line 12.5 feet South of and parallel with the North line of said Lot 15, a distance of 50.07 feet; thence North 02° 15'44" West, along the West line of said Lot 15, a distance of 12.50 feet; thence North 87° 43'42" East, along the North line of said Lot 15, a distance of 50.07 feet; thence North 02° 15'26" West, along the West line of said Lot 5, a distance of 25.00 feet; thence North 87° 43'42" East, along a line 25 feet North of and parallel with the South line of said Lots 5, 4 and 3, a distance of 150.23 feet; thence North 02° 14'32" West, along the West line of said Lot 2, a distance of 125.12 to the Point of Beginning.

Together with:

(2) All of Lots 2, 3, 4, 5, 6, 7, 8, 9, 14 and 15 Block 19 North, together with a portion of Lots 1, 10, 11, 12, 13, 16, 17, 18, 19 and 20 Block 19 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE, GRID NORTH, 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION, 1990 ADJUSTMENT.
3. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
4. OF THE 23.843 ACRES SHOWN ON THIS SKETCH AND DESCRIPTION, 2.033 ACRES ARE ROAD RIGHT-OF-WAY FOR NE 7th STREET, NE 8th STREET AND NE 9th STREET.
5. NO PORTION OF THIS PROPERTY FALLS WITHIN EXHIBIT "A" OF CITY OF MIAMI RESOLUTION FILE NUMBER R-14-00073.

ABBREVIATIONS

L	=	ARLENGTH
CONC.	=	CONCRETE
COR.	=	CORNER
D	=	DELTA (CENTRAL ANGLE)
L.B.	=	LICENSED BUSINESS
L.S.	=	LICENSED SURVEYOR
O.R.B.	=	OFFICIAL RECORDS BOOK
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.B.	=	PLAT BOOK
M.D.C.R.	=	MIAMI-DADE COUNTY RECORDS
PG.	=	PAGE
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
R/W	=	RIGHT-OF-WAY

JOB NO.	07139	Project Name:	MIAMI WORLDCENTER	DWG BY:	JSH	SCALE:	N/A
				CK'D By:	JEK	DATE:	03/11/2014
							SHEET 2 OF 15

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PERIMETER

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Boca Raton, Florida 33487

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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLD CENTER

LEGAL DESCRIPTION

Beginning at the Southwest corner of said Lot 14 Block 19 North; thence North $02^{\circ} 14' 10''$ West, along the West line of said Lot 14, a distance of 125.12 feet; thence South $87^{\circ} 43' 42''$ West, along a line 25 feet South of and parallel with the North line of said Lot 13, a distance of 50.00 feet; thence North $02^{\circ} 14' 05''$ West, along the West line of said Lot 13, a distance of 10.00 feet; thence South $87^{\circ} 43' 42''$ West, along a line 15 feet South of and parallel with the North line of said Lot 12, a distance of 50.00 feet; thence South $02^{\circ} 14' 00''$ East, along the West line of said Lot 12, a distance of 10.00 feet; thence South $87^{\circ} 43' 42''$ West, along a line 25 feet South of and parallel with the North line of said Lot 11, a distance of 50.00 feet; thence North $02^{\circ} 13' 55''$ West, along the West line of said Lots 11 and 10, a distance of 50.00 feet; thence North $87^{\circ} 43' 42''$ East, along a line 25 feet North of and parallel with the South line of said Lot 10, a distance of 10.00 feet; thence North $02^{\circ} 13' 55''$ West, along a line 10 feet East of and parallel with the West line of said Lot 10, a distance of 125.12 feet; thence North $87^{\circ} 43' 42''$ East, along the North line of said Lots 2 through 10, a distance of 439.95 feet; thence South $02^{\circ} 14' 38''$ East, along the East line of said Lot 2, a distance of 65.00 feet; thence North $87^{\circ} 43' 42''$ East, a distance of 11.88 feet; thence South $12^{\circ} 48' 54''$ East, a distance of 57.09 feet; thence North $87^{\circ} 43' 42''$ East, along a line 29 feet North of and parallel with the South line of said Lot 1, a distance of 27.65 feet; thence South $02^{\circ} 15' 27''$ East, along the east line of said Lots 1 and 20, a distance of 54.00 feet; thence South $87^{\circ} 43' 42''$ West, along a line 25 feet South of and parallel with the North line of said Lot 20, a distance of 10.01 feet; thence North $02^{\circ} 14' 43''$ West, along a line 10 feet West of and parallel with the East line of said Lot 20, a distance of 22.50 feet; thence South $87^{\circ} 43' 42''$ West, along a line 2.50 feet South of and parallel with the North line of said Lot 20, a distance of 2.72 feet to a point on the arc of a circular curve to the right, at which the radius point bears South $81^{\circ} 16' 36''$ West; thence Southerly along the arc of said curve, having a radius of 425.88 feet and a central angle of $06^{\circ} 28' 41''$, a distance of 48.15 feet to the point of tangency; thence South $02^{\circ} 14' 43''$ East, along a line 10 feet West of and parallel with the East line of said Lot 20 a distance of 89.57 feet; thence South $87^{\circ} 43' 41''$ West, along a line 10 feet North of and parallel with the South line of said Lots 16 through 20, a distance of 240.01 feet; thence South $02^{\circ} 14' 19''$ East, along the East line of said Lot 15, a distance of 10.00 feet; thence South $87^{\circ} 43' 41''$ West, along the South line of said lots 14 and 15, a distance of 100.00 feet to the Point of Beginning.

Together with:

(3) All of Lots 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 19 and 20 Block 23 North, together with a portion of Lots 6, 7 and 8 Block 23 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1 Block 23 North; thence South $02^{\circ} 13' 55''$ East, along the East line of said Lots 1 and 20, a distance of 299.97 feet; thence South $87^{\circ} 43' 37''$ West, along the South line of said Lots 19 and 20, a distance of 100.06 feet; thence North $02^{\circ} 14' 32''$ West, along the West line of said Lot 19, a distance of 149.99 feet; thence South $87^{\circ} 43' 39''$ West, along the South line of said Lots 3 through 7, a distance of 250.22 feet; thence South

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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLD CENTER

LEGAL DESCRIPTION

02° 16' 03" East, along the East line of said Lot 13, a distance of 149.99 feet; thence South 87° 43' 37" West, along the South line of said Lots 13, 12 and 11, a distance of 150.09 feet; thence North 02° 16' 57" West, along the West line of said Lots 11 and 10, a distance of 299.98 feet; thence North 87° 43' 41" East, along the North line of said Lots 10 and 9, a distance of 100.11 feet; thence South 02° 16' 21" East, along the East line of said Lot 9, a distance of 8.00 feet; thence North 87° 43' 41" East, along a line 8 feet South of and parallel with the North line of said Lots 8 and 7, a distance of 100.11 feet; thence South 02° 15' 45" East, along the East line of said Lot 7, a distance of 2.00 feet; thence North 87° 43' 41" East, along a line 10 feet South of and parallel with the North line of said Lot 6, a distance of 50.06 feet; thence North 02° 15' 26" West, along the East line of said Lot 6, a distance of 10.00 feet; thence North 87° 43' 41" East, along the North line of said Lots 1 through 5, a distance of 250.28 feet to the Point of Beginning.

Together with:

(4) All of Lots 8 through 19 Block 22 North, together with a portion of Lots 1 through 7 and 20 Block 22 North, and all of Lots 2 through 18 Block 39 North, together with a portion of Lots 1, 19 and 20 Block 39 North, and all of Lots 2 through 10 and 13 through 19, Block 42 North, together with a portion of Lots 1, 11, 12 and 20 Block 42 North, and a portion of Lots 1 through 10 Block 59 North, and a portion of the 50 foot platted roadway lying between said Blocks 22 and 39, and a portion of the 50 foot platted roadway lying between said Blocks 39 and 42, and a portion of the 50 foot platted roadway lying between said Blocks 42 and 59, all of City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 10 Block 22 North; thence North 87° 43' 41" East, along the North line of said Lots 10, 9 and 8 Block 22, a distance of 102.53 feet; thence South 02° 14' 10" East, along the East line of said Lot 8 Block 22, a distance of 10.00 feet; thence North 87° 43' 41" East, along a line 10 feet South of and parallel with the North line of said Lots 6 and 7, a distance of 100.01 feet; thence South 02° 14' 19" East, along the West line of said Lot 5, a distance of 2.50 feet; thence North 87° 43' 41" East, along a line 12.5 feet South of and parallel with the North line of said Lots 1 through 5, a distance of 225.51 feet to the point of curvature of a circular curve to the right; thence Easterly and Southerly along the arc of said curve, having a radius of 7.00 feet and a central angle of 90° 00' 00", a distance of 11.00 feet; thence North 87° 45' 16" East, a distance of 2.50 feet; thence South 02° 14' 43" East, along a line 15 feet West of and parallel with the East line of said Lots 1 and 20 Block 22, a distance of 202.47 feet; thence South 87° 43' 39" West, a distance of 2.50 feet; thence South 02° 14' 43" East, along a line 17.5 feet West of and parallel with the East line of said Lot 20 Block 22, a distance of 77.98 feet; thence South 87° 43' 37" West, along the South line of said Lot 20 Block 22, a distance of 17.50 feet; thence South 02° 14' 43" East, along a line 35 feet West of and parallel with the East line of said Lots 1 and 20 Block 39 and the Northerly extension thereof, a distance of 289.59 feet; thence South 87° 43' 16" West, along a line 60.5 feet North of and parallel with the South line of said Lots 20 and 19 Block 39, a distance of 65.03 feet; thence South

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02° 14' 34" East, along the West line of said Lot 19 Block 39 and the Southerly extension thereof, a distance of 110.50 feet; thence North 87° 43' 16" East, along the North line of said Lots 2 and 1 Block 42, a distance of 90.04 feet; thence South 02° 14' 43" East, along a line 10 feet West of and parallel with the east line of said Lot 1 Block 42, a distance of 140.00 feet; thence North 87° 43' 16" East, along a line 140 feet South of and parallel with the North line of said Lot 1 Block 42, a distance of 10.00 feet; thence South 02° 14' 43" East, along the east line of said Lots 1 and 20 Block 42, a distance of 60.03 feet; thence South 87° 41' 53" West, along a line 100 feet North of and parallel with the South line of said Lot 20 Block 42, a distance of 10.00 feet; thence South 02° 14' 43" East, along a line 10 feet West of and parallel with the East line of said Lot 20 Block 42, a distance of 100.00 feet; thence South 87° 41' 53" West, along the South line of said Lot 20 Block 42, a distance of 23.00 feet; thence South 02° 14' 43" East, along a line 33 feet West of and parallel with the East line of said Lot 1 Block 59 and the Northerly extension thereof, a distance of 154.94 feet; thence South 87° 41' 43" West, along a line 45 feet North of and parallel with the South line of said Lots 1 through 10 Block 59, a distance of 457.30 feet; thence North 02° 13' 55" West, along a line 10.00 feet East of the West line of said Lot 10 Block 59, a distance of 104.96 feet; thence North 87° 41' 53" East, along the North line of said Lot 10 Block 59, a distance of 12.50 feet; thence North 02° 13' 55" West, a distance of 50.00 feet; thence South 87° 41' 53" West, along the South line of said Lot 11 Block 42, a distance of 22.50 feet; thence North 02° 13' 55" West, along the West line of said Lot 11, Block 42, a distance of 100.11 feet; thence North 87° 42' 34" East, along a line 50.00 feet South of and parallel with the North line of said Lots 11 and 12 Block 42; thence North 02° 14' 05" West, along the East line of said Lot 12, Block 42, a distance of 50.00 feet; thence South 87° 42' 34" West, along the North line of said Lots 11 and 12, Block 42, a distance of 100.05 feet; thence North 02° 13' 55" West, along the West line of said Lot 10 Block 42, a distance of 150.11 feet; thence North 87° 43' 16" East, along the North line of said Lot 10 Block 42, a distance of 22.50 feet; thence North 02° 13' 55" West, a distance of 25.00 feet; thence South 87° 43' 16" West, along the centerline of said platted roadway between Blocks 39 and 42, a distance of 12.50 feet; thence North 02° 13' 55" West, a distance of 25.00 feet; thence South 87° 43' 16" West, along the South line of said Lot 11 Block 39, a distance of 10.00 feet; thence North 02° 13' 55" West, along the West line of said Lots 11 and 10 Block 39, a distance of 300.13 feet; thence North 87° 43' 37" East, along the North line of said Lot 10 Block 39, a distance of 10.00 feet; thence North 02° 13' 55" West, a distance of 25.00 feet; thence North 87° 43' 37" East, along the centerline of said platted roadway between Blocks 22 and 39, a distance of 12.50 feet; thence North 02° 13' 55" West, a distance of 25.00 feet; thence South 87° 43' 37" West, along the South line of said Lot 11 Block 22, a distance of 22.50 feet; thence North 02° 13' 55" West, along the West line of said Lots 11 and 10 Block 22, a distance of 299.97 feet to the Point of Beginning.

Together with:

(5) All of Lots 4, and 12 through 20 Block 43 North, together with a portion of Lots 1, 2 and 3 and Lots 5 through 11 Block 43 North, and a portion of Lots 1 through 10 Block 58 North, and a portion of the 50 foot platted roadway lying between said Blocks 43 and 58, all of the City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

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LEGAL DESCRIPTION MIAMI WORLDCENTER

Beginning at the Southeast corner of said Lot 20 Block 43 North; thence South $87^{\circ} 41'53''$ West, along the South line of said Lot 20 Block 43, a distance of 22.50 feet; thence South $02^{\circ} 13'55''$ East, a distance of 50.00 feet; thence North $87^{\circ} 41'53''$ East, along the North line of said Lot 1 Block 58, a distance of 12.50 feet; thence South $02^{\circ} 13'55''$ East, along a line 10 feet West of and parallel with the East line of said Lot 1 Block 58, a distance of 119.96 feet; thence South $87^{\circ} 41'43''$ West, along a line 30 feet North of and parallel with the South line of said Lot 1 Block 58, a distance of 39.95 feet; thence North $02^{\circ} 14'14''$ West, along the West line of said Lot 1, a distance of 15.00 feet; thence South $87^{\circ} 41'43''$ West, along a line 45 feet North of and parallel with the South line of said Lots 2 through 8 Block 58, a distance of 349.68 feet; thence South $02^{\circ} 16'21''$ East, along the East line of said Lot 9 Block 58, a distance of 15.00 feet; thence South $87^{\circ} 41'43''$ West, along a line 30 feet North of and parallel with the South line of said Lots 9 and 10 Block 58, a distance of 99.91 feet; thence North $02^{\circ} 16'57''$ West, along the West line of said Lot 10 Block 58, a distance of 119.98 feet; thence North $87^{\circ} 41'53''$ East, along the North line of said Lot 10 Block 58, a distance of 10.00 feet; thence North $02^{\circ} 16'57''$ West, along a line 10 feet East of and parallel with the West line of said Lots 10 and 11 Block 43 and the Southerly extension thereof, a distance of 339.84 feet to a point on the arc of a circular curve to the right, at which the radius point bears South $49^{\circ} 26'57''$ East; thence Northeasterly along the arc of said curve, having a radius of 15.00 feet and a central angle of $04^{\circ} 20'13''$, a distance of 1.14 feet; thence North $87^{\circ} 43'16''$ East, along a line 10 feet South of and parallel with the North line of said Lots 5 through 10 Block 43, a distance of 264.16 feet; thence North $02^{\circ} 15'17''$ West, along the West line of the East one-half of said Lot 5 Block 43, a distance of 10.00 feet; thence North $87^{\circ} 43'16''$ East, along the North line of said Lots 4 and 5 Block 43, a distance of 74.99 feet; thence South $02^{\circ} 14'50''$ East, along the east line of said Lot 4 Block 43, a distance of 10.00 feet; thence North $87^{\circ} 43'16''$ East, along a line 10 feet South of and parallel with the North line of said Lots 3, 2, and 1 Block 43, a distance of 139.98 feet; thence South $02^{\circ} 13'55''$ East, along a line 10 feet West of and parallel with the East line of said Lot 1 Block 43, a distance of 140.12 feet; thence North $87^{\circ} 42'34''$ East, along the South line of said Lot 1 Block 43, a distance of 10.00 feet; thence South $02^{\circ} 13'55''$ East, along the east line of said Lot 20 Block 43, a distance of 150.12 feet to the Point of Beginning.

Together with:

(6) A portion of Lots 11, 12, 13 and 14 Block 58 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 11 Block 58 North; thence North $02^{\circ} 16'57''$ West, along the West line of said Lot 11, a distance of 119.98 feet; thence North $87^{\circ} 41'43''$ East, along a line 30 feet South of and parallel with the North line of said Lots 11, 12, 13 and 14, a distance of 199.79 feet; thence South $02^{\circ} 15'45''$ East, along the East line of said Lot 14, a distance of 119.97 feet; thence South $87^{\circ} 41'34''$ West, along the South line of said Lots 11, 12, 13 and 14, a distance of 199.75 feet to the Point of Beginning.

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MIAMI WORLDCENTER

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Together with:

(7) A portion of Lots 19 and 20 Block 58 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 19 Block 58 North; thence North $02^{\circ} 14' 32''$ West, along the west line of said Lot 19, a distance of 119.97 feet; thence North $87^{\circ} 41' 43''$ East, along a line 30 feet South of and parallel with the North line of said Lots 19 and 20, a distance of 89.90 feet; thence South $02^{\circ} 13' 55''$ East, along a line 10 feet West of and parallel with the East line of said lot 20, a distance of 119.96 feet; thence South $87^{\circ} 41' 34''$ West, along the South line of said Lots 19 and 20, a distance of 89.88 feet to the Point of Beginning.

Said lands all situate in the City of Miami, Miami-Dade County, Florida and contain 23.819 acres, more or less.

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TULP

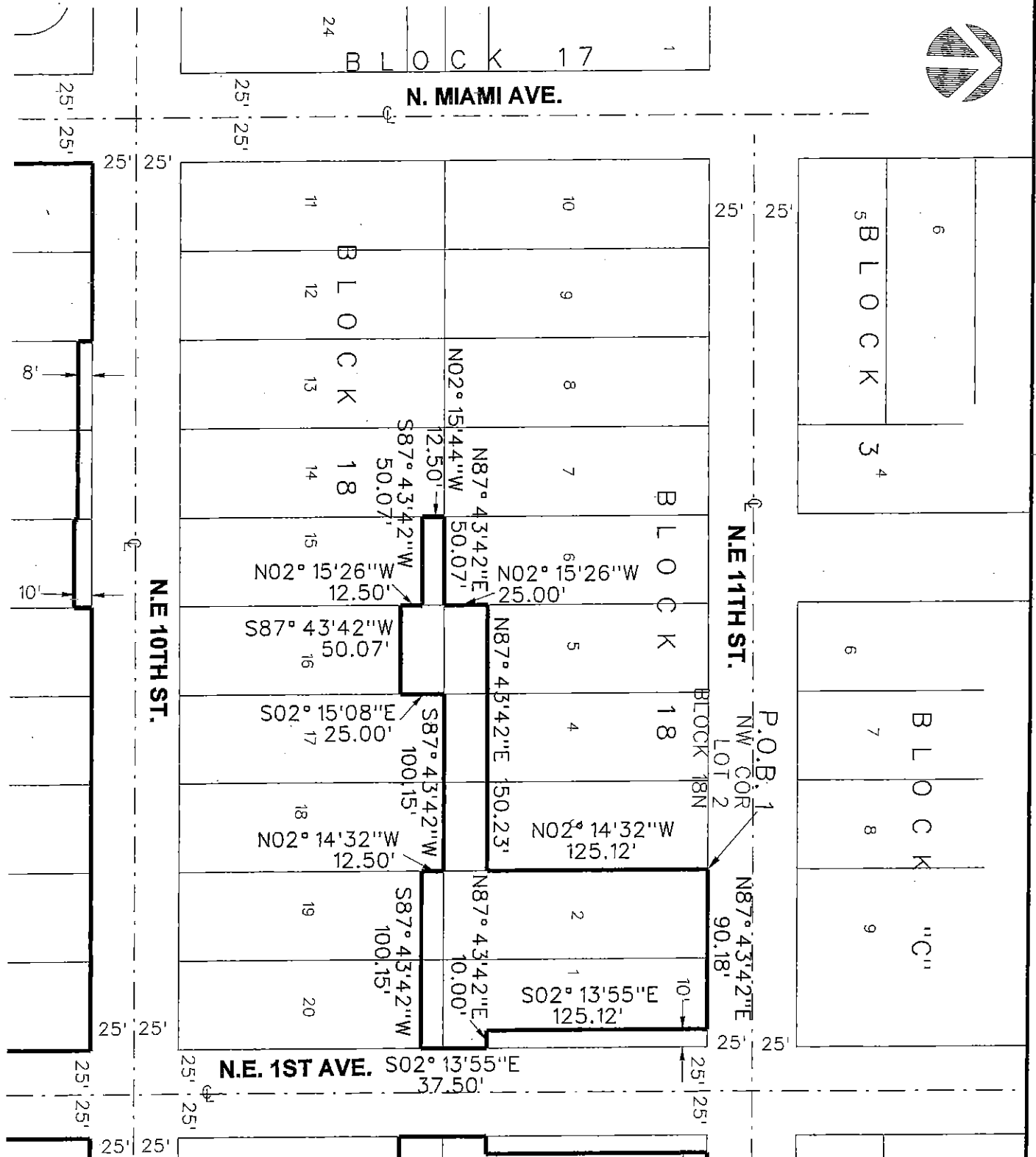
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER



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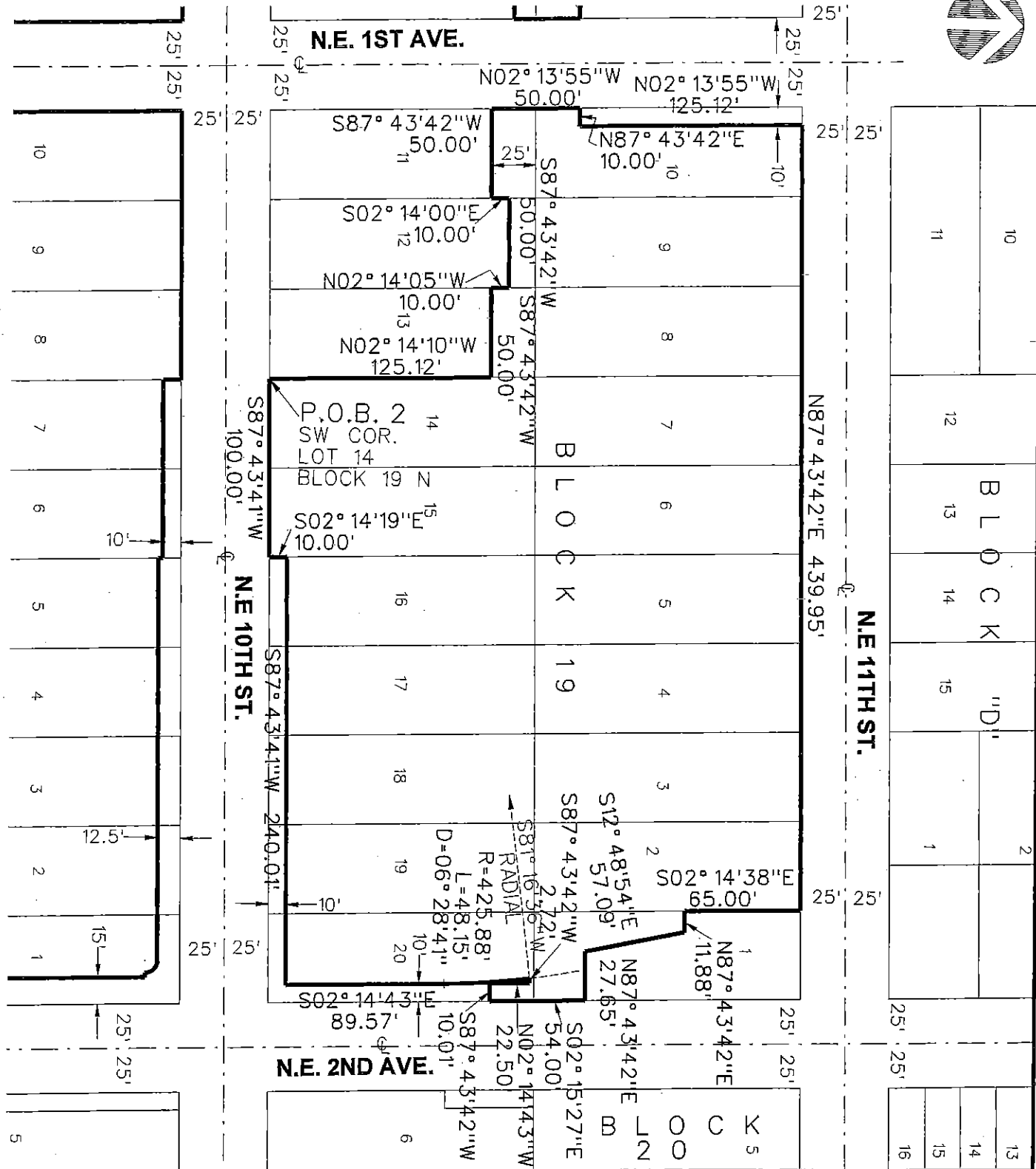
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER



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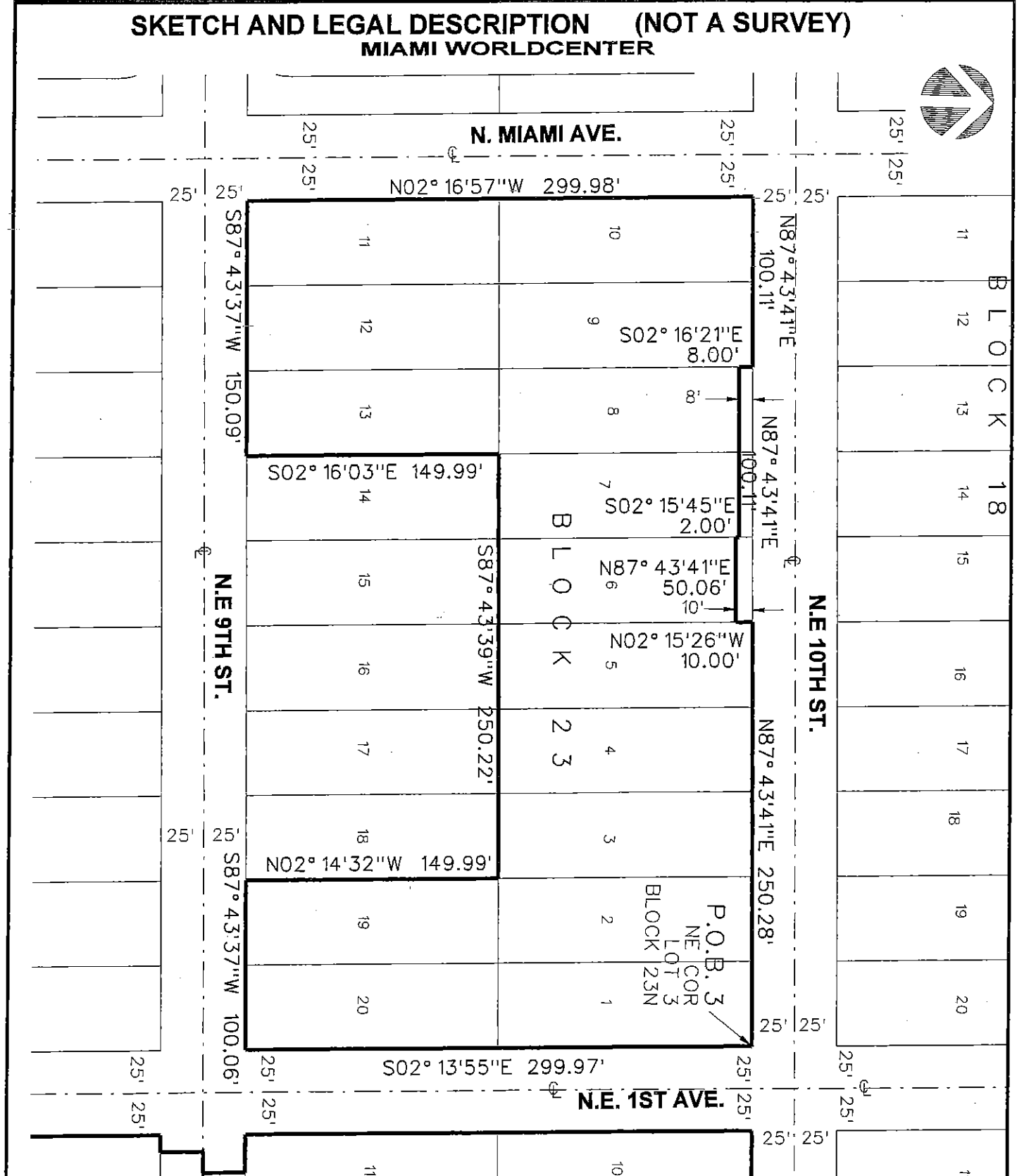
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER



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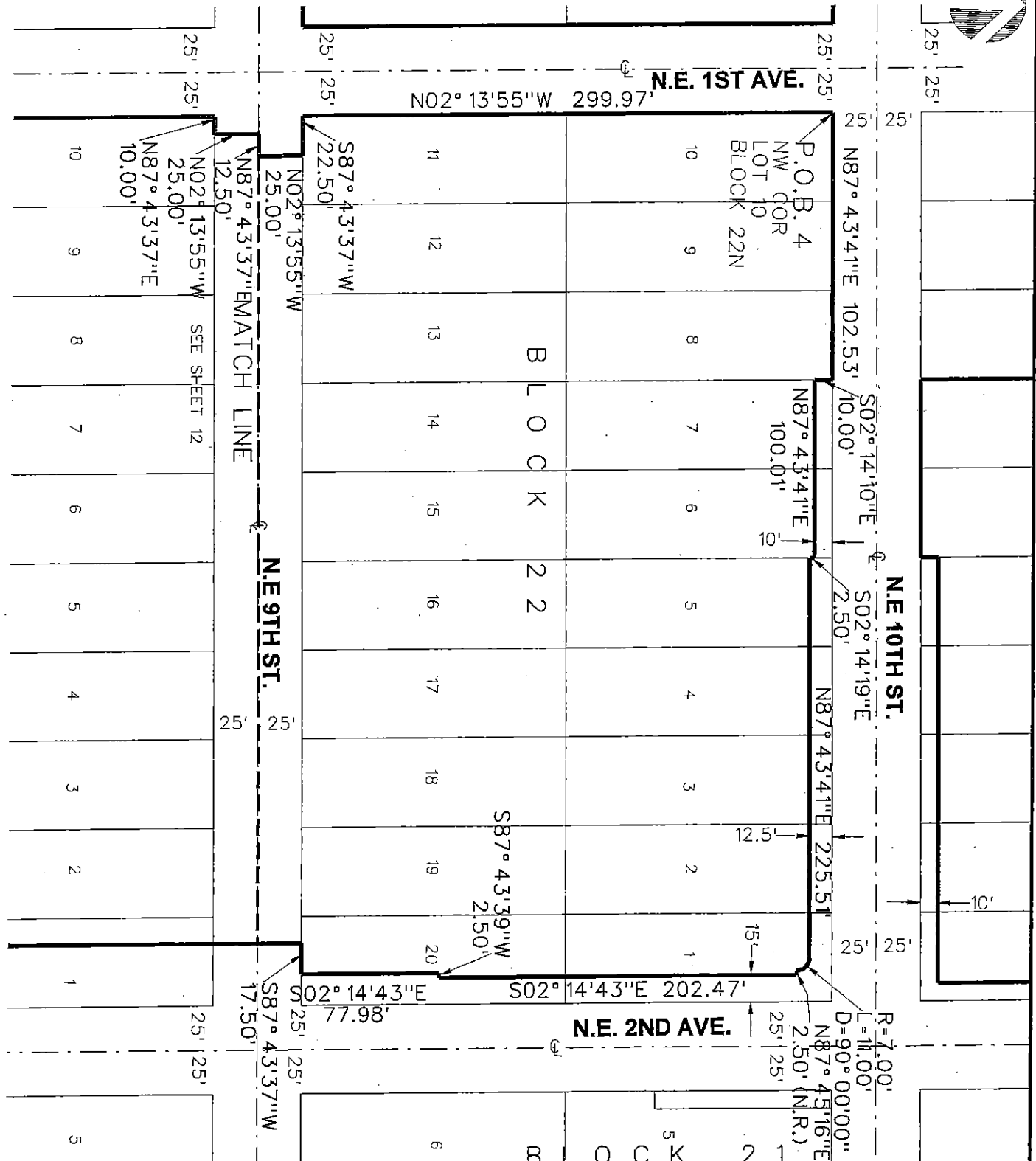
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER



JOB NO. 07139	Project Name: MIAMI WORLD CENTER	DWG BY: JSH	SCALE: 1"=80'	DATE: 03/11/2014	SHEET 11 OF 15
		CK'D By: JEK			

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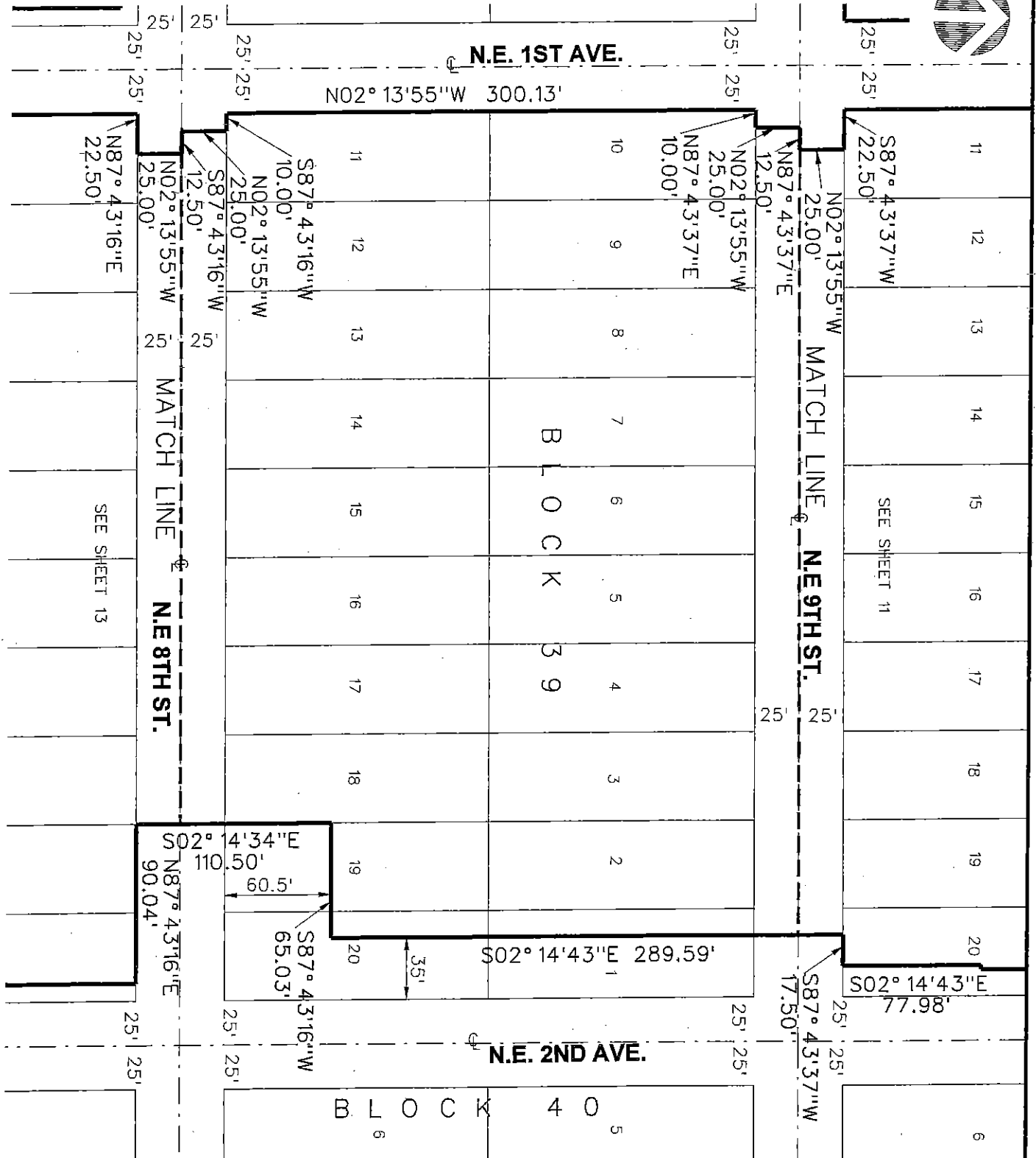
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JOB NO. 07139	Project Name: MIAMI WORLD CENTER	DWG BY: JSH	SCALE: 1"=80'	DATE: 03/11/2014
		CK'D By: JEK		SHEET 12 OF 15

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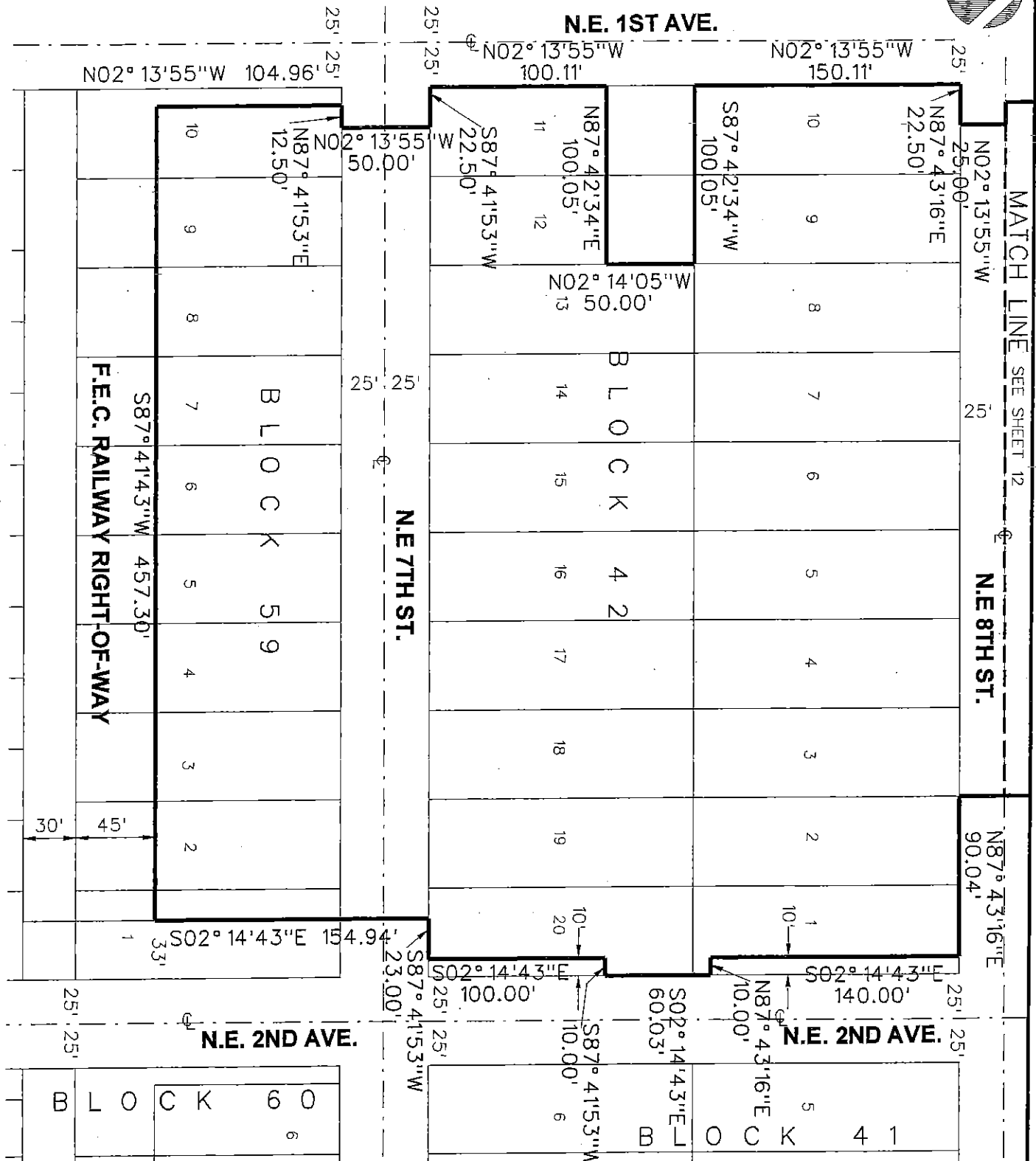
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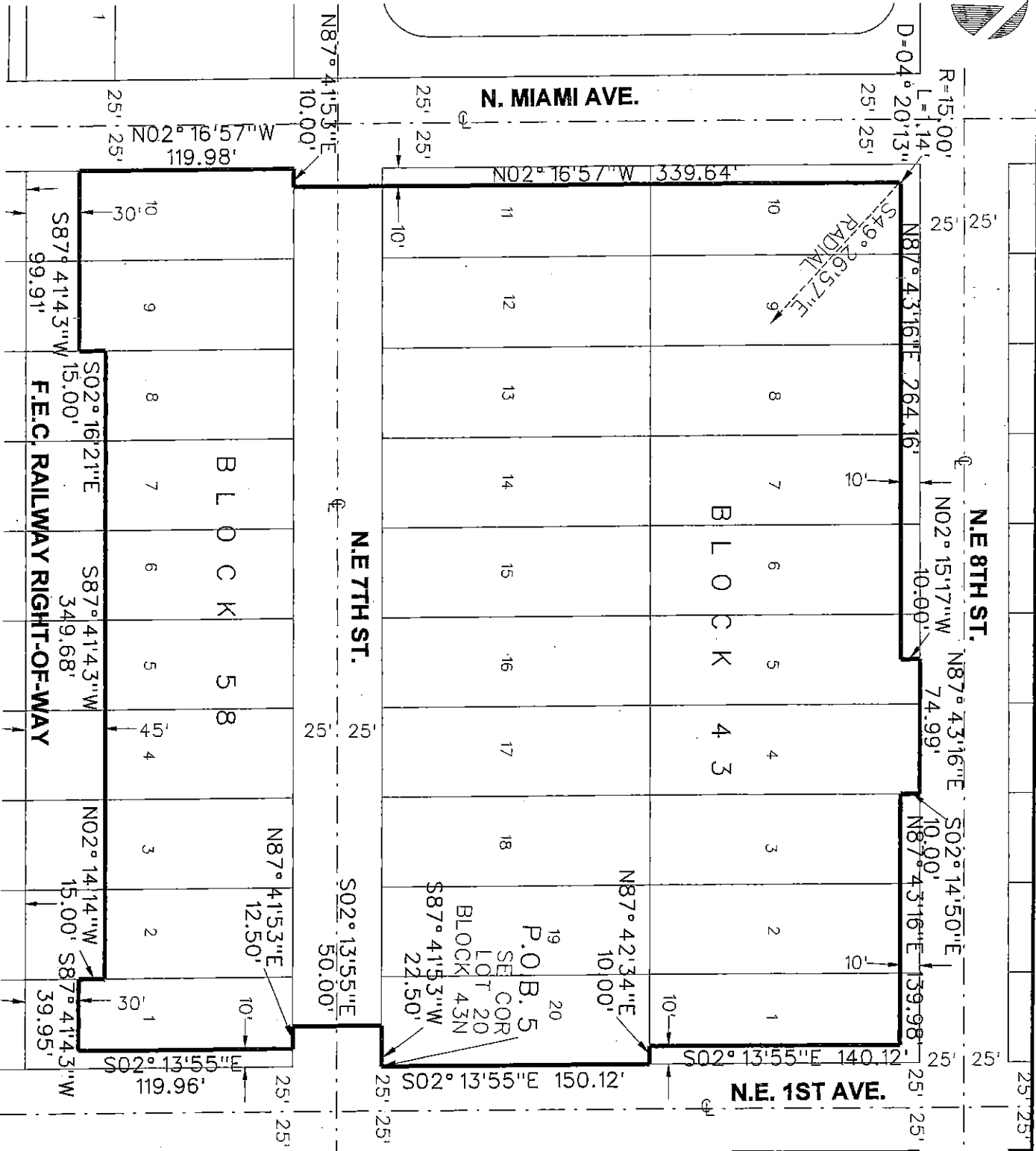
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JOB NO.	07139	Project Name	MIAMI WORLD CENTER	DWG BY:	JSH	SCALE:	1"=80'
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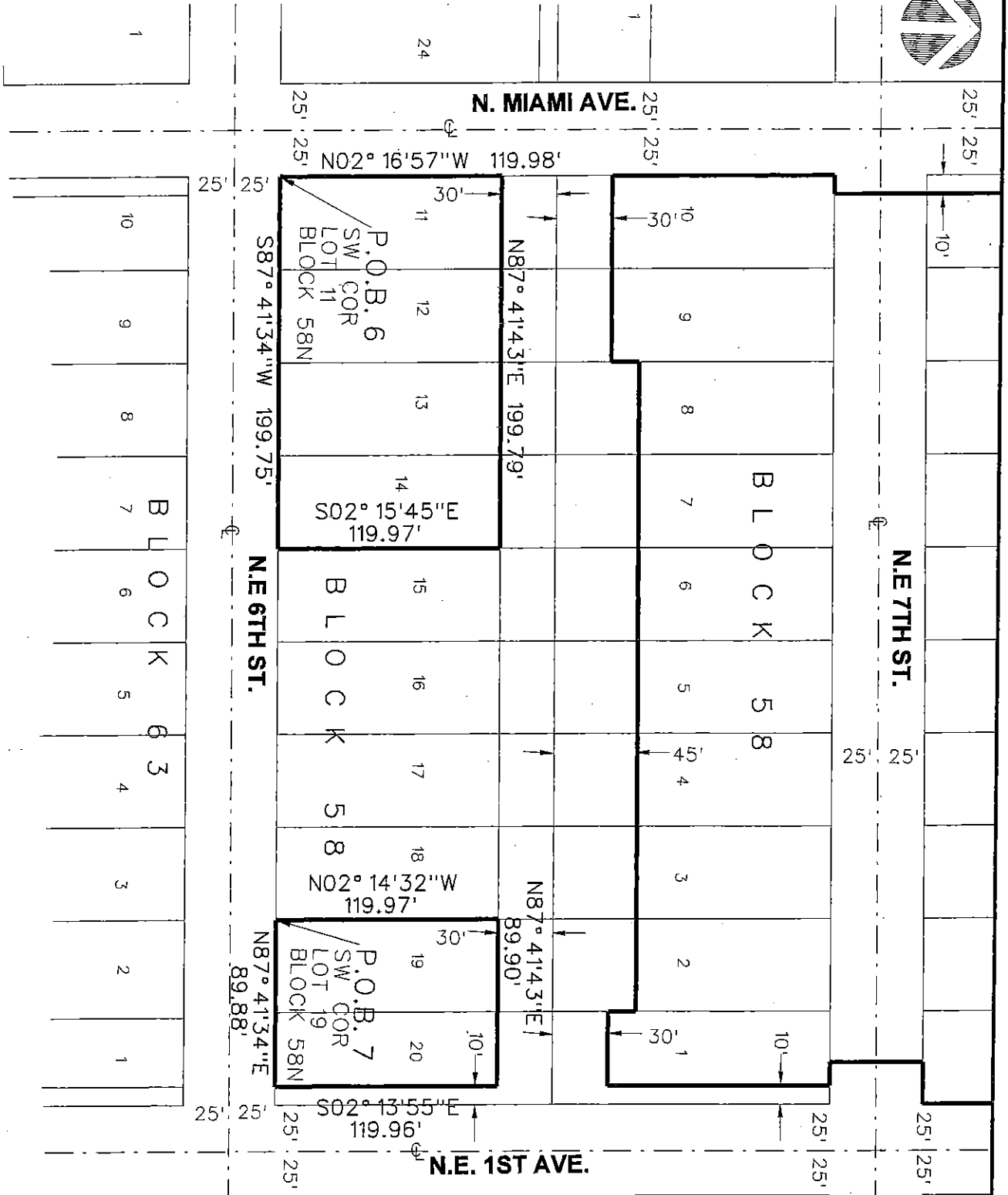
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER



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Exhibit B

CDD NOTICE

Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condominium Unit (more than 1500 SF)	\$2,000.00	\$500.00	\$2,500.00
Condominium Unit (1500 SF or less)	\$1,500.00	\$500.00	\$2,000.00

Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condominium Unit (more than 1500 SF)	\$8.33	\$33.33	\$166.66
Condominium Unit (1500 SF or less)	\$8.33	\$33.33	\$125.00

Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condominium Unit (more than 1500 SF)	\$30,744.90	\$60,000.00
Condominium Unit (1500 SF or less)	\$23,058.68	\$45,000.00

_____ PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("**Dwelling Units**") in Miami World Center (the "**Development**") are also located within the boundaries of the Miami World Center Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

_____ PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

_____ PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

_____ PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

_____ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **\$2,000.00** (approximately **\$166.66** per month) for condominium units in excess of 1,500 square feet in size and **\$1,500.00** (approximately **\$125.00** per month) for condominium units 1,500

square feet or less in size, which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds [30 years] is approximately \$60,000.00 for condominium units in excess of 1,500 square feet in size and \$45,000.00 for condominium units 1,500 square feet or less in size.

_____ PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

_____ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$500.00 per year for condominium units in excess of 1,500 square feet in size and \$ 500.00 for condominium units 1,500 square feet or less in size, after which time such assessments may vary from year to year and from time to time.

_____ PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "**District Assessments**." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

_____ PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Print Name: _____

Print Name: _____

Date: _____

Date: _____

This instrument was prepared by:	
Name:	Gerald L. Knight, Esq.
Address:	Billing, Cochran, Lyles, Mauro & Ramsey, PA 515 East Las Olas Blvd. Fort Lauderdale, Florida 33301
(Space Reserved for Clerk)	

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned Owners (collectively, "Owner") hold the fee simple title to the land described in the attached Exhibit A (the "Property"), located in Miami-Dade County, Florida (the "County"); and

WHEREAS, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the Miami World Center Community Development District (the "District") filed _____, and approved pursuant to Ordinance No. _____ enacted by the Board on _____ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter;

NOW, THEREFORE, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, makes the following Declaration of Restrictive Covenants covering and running with the Property (this "Declaration");

1. Sole Provider of Water, Wastewater, and Reuse Service Owner acknowledges and agrees that the Miami-Dade County Water and Sewer Department ("WASD"), or its successor agency or department, shall be the exclusive

provider of water, wastewater, and reuse service to all lands within the Property. Service shall be provided by WASD in accordance with its general policies and procedures for providing service throughout the County.

2. Application for Multi-Purpose Special Taxing District to Maintain Infrastructure.

The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, on or before the recording of a final plat on any portion of the Property, Owner shall apply to the Board for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the

time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

3. Covenants Run With the Land.

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the public records of the County, following the acceptance by the Board of an ordinance approving the creation of the District, and shall remain in full force and effect and be binding upon the undersigned Owner, and its successors and assigns, until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration 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 attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

4. Term.

This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the County.

5. Modification, Amendment, or Release.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, or of such portion as will be affected by the modification, amendment, or release, including joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

Should this Declaration be modified, amended, or released, the County Manager or successor official of the County, or the assistant in charge of the office in the County Manager's absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

6. 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 such exercise preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

7. Severability.

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However, if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced, or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

8. Acceptance of Declaration.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Declaration of Restrictive Covenants this 16th day of March, 2015.

OWNERS:

MIAMI FIRST, LLC, a Delaware limited liability company

By: Miami First Manager, Inc.,
a Delaware corporation, its
managing member

By: 

Nitin Motwani


Title: Vice President

STATE OF Florida
COUNTY OF miami-dade

The foregoing instrument was acknowledged before me by Nitin Motwani the Vice-President of Miami First Manager, Inc., a Delaware corporation, the managing member of Miami First, LLC, a Delaware limited liability company this 16 day of March, 2015, who is personally known to me or who produced _____ as identification.



Alexa Hackmeier
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM


Notary Public, State of Florida
Print Name: Alexa Hackmeier
My commission expires: 11/16/18

MIAMI SECOND, LLC, a Delaware limited liability company

By: Miami Second Manager, Inc., a Delaware corporation, its managing member

By: [Signature]
Nitin Motwani
Title: Vice President

STATE OF Florida
COUNTY OF miami-dade

The foregoing instrument was acknowledged before me by Nitin Motwani the Vice-President of Miami Second Manager, Inc., a Delaware corporation, the managing member of Miami Second, LLC, a Delaware limited liability company this 16 day of March, 2015, who is personally known to me or who produced _____ as identification.



Alexa Hackmeier
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM

[Signature]
Notary Public, State of Florida
Print Name: Alexa Hackmeier
My commission expires: 11/16/18

MIAMI THIRD, LLC, a Florida limited liability company

By: Miami Third Manager, Inc.,
a Delaware corporation, its
managing member

By: [Signature]
Nitin Motwani
Title: Vice President

STATE OF Florida
COUNTY OF miami-dade

The foregoing instrument was acknowledged before me by Nitin Motwani the Vice-President of Miami Third Manager, Inc., a Delaware corporation, the managing member of Miami Third, LLC, a Florida limited liability company this 16 day of March, 2015, who is personally known to me or who produced _____ as identification.



Alexa Hackmeier
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM

[Signature]
Notary Public, State of Florida
Print Name: Alexa Hackmeier
My commission expires: 11/16/18

MIAMI FOURTH, LLC, a Florida limited liability company

By: Miami Fourth Manager, Inc.,
a Delaware corporation, its
managing member

By: [Signature]
Nitin Motwani
Title: Vice President

STATE OF Florida
COUNTY OF miami-dade

The foregoing instrument was acknowledged before me by Nitin Motwani the Vice-President of Miami Fourth Manager, Inc., a Delaware corporation, the managing member of Miami Fourth, LLC, a Florida limited liability company this 16 day of March, 2015, who is personally known to me or who produced _____ as identification.



Alexa Hackmeier
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM

[Signature]
Notary Public, State of Florida
Print Name: Alexa Hackmeier
My commission expires: 11/16/18

MIAMI A/I, LLC, a Delaware limited liability company

By: Miami A/I Manager, Inc.,
a Delaware corporation, its
managing member

By: [Signature]
Nitin Motwani
Title: Vice President

STATE OF Florida
COUNTY OF miami-dade

The foregoing instrument was acknowledged before me by Nitin Motwani the Vice-President of Miami A/I, Manager, Inc., a Delaware corporation, the managing member of Miami A/I, LLC, a Delaware limited liability company this 16 day of March, 2015, who is personally known to me or who produced _____ as identification.



Alexa Hackmeier
COMMISSION # FF176769
EXPIRES: November 16, 2018
WWW.AARONNOTARY.COM

[Signature]
Notary Public, State of Florida
Print Name: Alexa Hackmeier
My commission expires: 11/16/18

**FORBES MIAMI NE 1ST AVENUE
LLC,**

a Michigan limited liability company

By: 

Name: Nathan Forbes

Its: Authorized Signatory

STATE OF Florida
COUNTY OF miami-dade

The foregoing instrument was acknowledged before me by Nathan Forbes, authorized signatory of Forbes Miami NE 1st Avenue, a Michigan limited liability company, this 16 day of March, 2015, who is personally known to me or who produced _____ as identification.



Alexa Hackmeier

COMMISSION # FF176769

EXPIRES: November 16, 2018

WWW.AARONNOTARY.COM



Notary Public, State of Florida
Print Name: Alexa Hackmeier
My commission expires: 11/16/18

EXHIBIT A

Description of Property

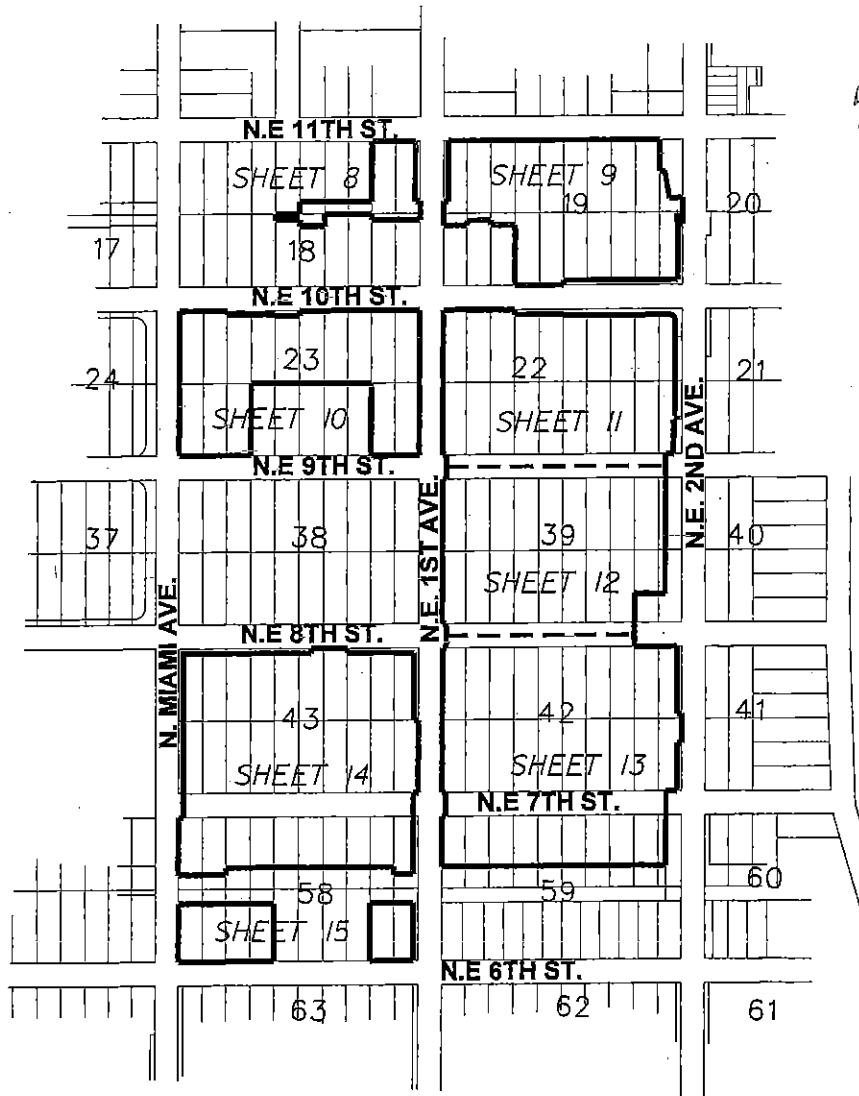
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

EXHIBIT A SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER



CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.077, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

[Signature]
JEFF S. GODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name: MIAMI WORLDCENTER	DATE: 03/11/2014
JOB NO. 07139	REV. 2-14-2015
DWG BY: JSH	SHEET 1 OF 15
CK'D By: JEK	

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947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLDCENTER

LEGAL DESCRIPTION

(1) All of Lot 2 Block 18 North, together with a portion of Lots 1, 3, 4, 5, 15, 16, 19 and 20 Block 18 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 2 Block 18 North; thence North $87^{\circ} 43' 42''$ East, along the North line of said Lots 2 and 1, a distance of 90.18 feet; thence South $02^{\circ} 13' 55''$ East, along a line 10 feet West of and parallel with the East line of said Lot 1, a distance of 125.12 feet; thence North $87^{\circ} 43' 42''$ East, along a line 25 feet North of and parallel with the South line of said Lot 1, a distance of 10.00 feet; thence South $02^{\circ} 13' 55''$ East, along the East line of said Lots 1 and 20, a distance of 37.50 feet; thence South $87^{\circ} 43' 42''$ West, along a line 12.5 feet South of and parallel with the North line of said Lots 19 and 20, a distance of 100.15 feet; thence North $02^{\circ} 14' 32''$ West, along the East line of said Lot 18, a distance of 12.50 feet; thence South $87^{\circ} 43' 42''$ West, along the South line of said Lots 3 and 4, a distance of 100.15 feet; thence South $02^{\circ} 15' 08''$ East, along the east line of said Lot 16, a distance of 25.00 feet; thence South $87^{\circ} 43' 42''$ West, along a line 25 feet South of and parallel with the North line of said Lot 16, a distance of 50.07 feet; thence North $02^{\circ} 15' 26''$ West, along the east line of said Lot 15, a distance of 12.50 feet; thence South $87^{\circ} 43' 42''$ West, along a line 12.5 feet South of and parallel with the North line of said Lot 15, a distance of 50.07 feet; thence North $02^{\circ} 15' 44''$ West, along the West line of said Lot 15, a distance of 12.50 feet; thence North $87^{\circ} 43' 42''$ East, along the North line of said Lot 15, a distance of 50.07 feet; thence North $02^{\circ} 15' 26''$ West, along the West line of said Lot 5, a distance of 25.00 feet; thence North $87^{\circ} 43' 42''$ East, along a line 25 feet North of and parallel with the South line of said Lots 5, 4 and 3, a distance of 150.23 feet; thence North $02^{\circ} 14' 32''$ West, along the West line of said Lot 2, a distance of 125.12 to the Point of Beginning.

Together with:

(2) All of Lots 2, 3, 4, 5, 6, 7, 8, 9, 14 and 15 Block 19 North, together with a portion of Lots 1, 10, 11, 12, 13, 16, 17, 18, 19 and 20 Block 19 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE, GRID NORTH, 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION, 1990 ADJUSTMENT.
3. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
4. OF THE 23.958 ACRES SHOWN ON THIS SKETCH AND DESCRIPTION, 2.033 ACRES ARE ROAD RIGHT-OF-WAY FOR NE 7th STREET, NE 8th STREET AND NE 9th STREET.

ABBREVIATIONS

L	-	ARCLength
CONC.	-	CONCRETE
COR.	-	CORNER
D	-	DELTA (CENTRAL ANGLE)
L.B.	-	LICENSED BUSINESS
L.S.	-	LICENSED SURVEYOR
O.R.B.	-	OFFICIAL RECORDS BOOK
P.O.B.	-	POINT OF BEGINNING
P.O.C.	-	POINT OF COMMENCEMENT
P.B.	-	PLAT BOOK
M.D.C.R.	-	MIAMI-DADE COUNTY RECORDS
PG.	-	PAGE
P.S.M.	-	PROFESSIONAL SURVEYOR & MAPPER
R/W	-	RIGHT-OF-WAY

JOB NO.	07139	Project Name:	MIAMI WORLDCENTER	DWG BY:	JSH	SCALE:	N/A
		CK'D By:	JEK	DATE:	03/11/2014		SHEET 2 OF 15

1109

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLDCENTER

LEGAL DESCRIPTION

Beginning at the Southwest corner of said Lot 14 Block 19 North; thence North 02° 14' 10" West, along the West line of said Lot 14, a distance of 125.12 feet; thence South 87° 43' 42" West, along a line 25 feet South of and parallel with the North line of said Lot 13, a distance of 50.00 feet; thence North 02° 14' 05" West, along the West line of said Lot 13, a distance of 10.00 feet; thence South 87° 43' 42" West, along a line 15 feet South of and parallel with the North line of said Lot 12, a distance of 50.00 feet; thence South 02° 14' 00" East, along the West line of said Lot 12, a distance of 10.00 feet; thence South 87° 43' 42" West, along a line 25 feet South of and parallel with the North line of said Lot 11, a distance of 50.00 feet; thence North 02° 13' 55" West, along the West line of said Lots 11 and 10, a distance of 50.00 feet; thence North 87° 43' 42" East, along a line 25 feet North of and parallel with the South line of said Lot 10, a distance of 10.00 feet; thence North 02° 13' 55" West, along a line 10 feet East of and parallel with the West line of said Lot 10, a distance of 125.12 feet; thence North 87° 43' 42" East, along the North line of said Lots 2 through 10, a distance of 439.95 feet; thence South 02° 14' 38" East, along the East line of said Lot 2, a distance of 65.00 feet; thence North 87° 43' 42" East, a distance of 11.88 feet; thence South 12° 48' 54" East, a distance of 57.09 feet; thence North 87° 43' 42" East, along a line 29 feet North of and parallel with the South line of said Lot 1, a distance of 27.65 feet; thence South 02° 15' 27" East, along the east line of said Lots 1 and 20, a distance of 54.00 feet; thence South 87° 43' 42" West, along a line 25 feet South of and parallel with the North line of said Lot 20, a distance of 10.01 feet; thence North 02° 14' 43" West, along a line 10 feet West of and parallel with the East line of said Lot 20, a distance of 22.50 feet; thence South 87° 43' 42" West, along a line 2.50 feet South of and parallel with the North line of said Lot 20, a distance of 2.72 feet to a point on the arc of a circular curve to the right, at which the radius point bears South 81° 16' 36" West; thence Southerly along the arc of said curve, having a radius of 425.88 feet and a central angle of 06° 28' 41", a distance of 48.15 feet to the point of tangency; thence South 02° 14' 43" East, along a line 10 feet West of and parallel with the East line of said Lot 20 a distance of 89.57 feet; thence South 87° 43' 41" West, along a line 10 feet North of and parallel with the South line of said Lots 16 through 20, a distance of 240.01 feet; thence South 02° 14' 19" East, along the East line of said Lot 15, a distance of 10.00 feet; thence South 87° 43' 41" West, along the South line of said lots 14 and 15, a distance of 100.00 feet to the Point of Beginning.

Together with:

(3) All of Lots 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 19 and 20 Block 23 North, together with a portion of Lots 6, 7 and 8 Block 23 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1 Block 23 North; thence South 02° 13' 55" East, along the East line of said Lots 1 and 20, a distance of 299.97 feet; thence South 87° 43' 37" West, along the South line of said Lots 19 and 20, a distance of 100.06 feet; thence North 02° 14' 32" West, along the West line of said Lot 19, a distance of 149.99 feet; thence South 87° 43' 39" West, along the South line of said Lots 3 through 7, a distance of 250.22 feet; thence South

JOB NO.	07139	Project Name	MIAMI WORLDCENTER	DRO BY:	JSH	SCALE:	N/A
				CK'D BY:	JEK	DATE:	03/11/2014
							SHEET 3 OF 15

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PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER

LEGAL DESCRIPTION

02° 16' 03" East, along the East line of said Lot 13, a distance of 149.99 feet; thence South 87° 43' 37" West, along the South line of said Lots 13, 12 and 11, a distance of 150.09 feet; thence North 02° 16' 57" West, along the West line of said Lots 11 and 10, a distance of 299.98 feet; thence North 87° 43' 41" East, along the North line of said Lots 10 and 9, a distance of 100.11 feet; thence South 02° 16' 21" East, along the East line of said Lot 9, a distance of 8.00 feet; thence North 87° 43' 41" East, along a line 8 feet South of and parallel with the North line of said Lots 8 and 7, a distance of 100.11 feet; thence South 02° 15' 45" East, along the East line of said Lot 7, a distance of 2.00 feet; thence North 87° 43' 41" East, along a line 10 feet South of and parallel with the North line of said Lot 6, a distance of 50.06 feet; thence North 02° 15' 26" West, along the East line of said Lot 6, a distance of 10.00 feet; thence North 87° 43' 41" East, along the North line of said Lots 1 through 5, a distance of 250.28 feet to the Point of Beginning.

Together with:

(4) All of Lots 8 through 19 Block 22 North, together with a portion of Lots 1 through 7 and 20 Block 22 North, and all of Lots 2 through 18 Block 39 North, together with a portion of Lots 1, 19 and 20 Block 39 North, and all of Lots 2 through 19, Block 42 North, together with a portion of Lots 1 and 20 Block 42 North, and a portion of Lots 1 through 10 Block 59 North, and a portion of the 50 foot platted roadway lying between said Blocks 22 and 39, and a portion of the 50 foot platted roadway lying between said Blocks 39 and 42, and a portion of the 50 foot platted roadway lying between said Blocks 42 and 59, all of City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 10 Block 22 North; thence North 87° 43' 41" East, along the North line of said Lots 10, 9 and 8 Block 22, a distance of 102.53 feet; thence South 02° 14' 10" East, along the East line of said Lot 8 Block 22, a distance of 10.00 feet; thence North 87° 43' 41" East, along a line 10 feet South of and parallel with the North line of said Lots 6 and 7, a distance of 100.01 feet; thence South 02° 14' 19" East, along the West line of said Lot 5, a distance of 2.50 feet; thence North 87° 43' 41" East, along a line 12.5 feet South of and parallel with the North line of said Lots 1 through 5, a distance of 225.51 feet to the point of curvature of a circular curve to the right; thence Easterly and Southerly along the arc of said curve, having a radius of 7.00 feet and a central angle of 90° 00' 00", a distance of 11.00 feet; thence North 87° 45' 16" East, a distance of 2.50 feet; thence South 02° 14' 43" East, along a line 15 feet West of and parallel with the East line of said Lots 1 and 20 Block 22, a distance of 202.47 feet; thence South 87° 43' 39" West, a distance of 2.50 feet; thence South 02° 14' 43" East, along a line 17.5 feet West of and parallel with the East line of said Lot 20 Block 22, a distance of 77.98 feet; thence South 87° 43' 37" West, along the South line of said Lot 20 Block 22, a distance of 17.50 feet; thence South 02° 14' 43" East, along a line 35 feet West of and parallel with the East line of said Lots 1 and 20 Block 39 and the Northerly extension thereof, a distance of 289.59 feet; thence South

JOB NO.	07139	Project Name:	MIAMI WORLD CENTER	DWG BY:	JSH	SCALE:	N/A
				CK'D BY:	JEK	DATE:	03/11/2014
							SHEET 4 OF 15

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PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLDCENTER

LEGAL DESCRIPTION

87° 43'16" West, along a line 60.5 feet North of and parallel with the South line of said Lots 20 and 19 Block 39, a distance of 65.03 feet; thence South 02° 14'34" East, along the West line of said Lot 19 Block 39 and the Southerly extension thereof, a distance of 110.50 feet; thence North 87° 43'16" East, along the North line of said Lots 2 and 1 Block 42, a distance of 90.04 feet; thence South 02° 14'43" East, along a line 10 feet West of and parallel with the east line of said Lot 1 Block 42, a distance of 140.00 feet; thence North 87° 43'16" East, along a line 140 feet South of and parallel with the North line of said Lot 1 Block 42, a distance of 10.00 feet; thence South 02° 14'43" East, along the east line of said Lots 1 and 20 Block 42, a distance of 60.03 feet; thence South 87° 41'53" West, along a line 100 feet North of and parallel with the South line of said Lot 20 Block 42, a distance of 10.00 feet; thence South 02° 14'43" East, along a line 10 feet West of and parallel with the East line of said Lot 20 Block 42, a distance of 100.00 feet; thence South 87° 41'53" West, along the South line of said Lot 20 Block 42, a distance of 23.00 feet; thence South 02° 14'43" East, along a line 33 feet West of and parallel with the East line of said Lot 1 Block 59 and the Northerly extension thereof, a distance of 154.94 feet; thence South 87° 41'43" West, along a line 45 feet North of and parallel with the South line of said Lots 1 through 10 Block 59, a distance of 457.30 feet; thence North 02° 13'55" West, along a line 10.00 feet East of the West line of said Lot 10 Block 59, a distance of 104.96 feet; thence North 87° 41'53" East, along the North line of said Lot 10 Block 59, a distance of 12.50 feet; thence North 02° 13'55" West, a distance of 50.00 feet; thence South 87° 41'53" West, along the South line of said Lot 11 Block 42, a distance of 22.50 feet; thence North 02° 13'55" West, along the West line of said Lots 11 and 10, Block 42, a distance of 300.22 feet; thence North 87° 43'16" East, along the North line of said Lot 10 Block 42, a distance of 22.50 feet; thence North 02° 13'55" West, a distance of 25.00 feet; thence South 87° 43'16" West, along the centerline of said platted roadway between Blocks 39 and 42, a distance of 12.50 feet; thence North 02° 13'55" West, a distance of 25.00 feet; thence South 87° 43'16" West, along the South line of said Lot 11 Block 39, a distance of 10.00 feet; thence North 02° 13'55" West, along the West line of said Lots 11 and 10 Block 39, a distance of 300.13 feet; thence North 87° 43'37" East, along the North line of said Lot 10 Block 39, a distance of 10.00 feet; thence North 02° 13'55" West, a distance of 25.00 feet; thence North 87° 43'37" East, along the centerline of said platted roadway between Blocks 22 and 39, a distance of 12.50 feet; thence North 02° 13'55" West, a distance of 25.00 feet; thence South 87° 43'37" West, along the South line of said Lot 11 Block 22, a distance of 22.50 feet; thence North 02° 13'55" West, along the West line of said Lots 11 and 10 Block 22, a distance of 299.97 feet to the Point of Beginning.

Together with:

(5) All of Lots 4, and 12 through 20 Block 43 North, together with a portion of Lots 1, 2 and 3 and Lots 5 through 11 Block 43 North, and a portion of Lots 1 through 10 Block 58 North, and a portion of the 50 foot platted roadway lying between said Blocks 43 and 58, all of the City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

JOB NO.	07139	Project Name:	MIAMI WORLDCENTER	DWG BY:	JSH	SCALE:	N/A
				CR'D BY:	JEK	DATE:	03/11/2014
							SHEET 5 OF 15

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PERIMETER

847 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LE7284

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

LEGAL DESCRIPTION MIAMI WORLDCENTER

Beginning at the Southeast corner of said Lot 20 Block 43 North; thence South 87° 41'53" West, along the South line of said Lot 20 Block 43, a distance of 22.50 feet; thence South 02° 13'55" East, a distance of 50.00 feet; thence North 87° 41'53" East, along the North line of said Lot 1 Block 58, a distance of 12.50 feet; thence South 02° 13'55" East, along a line 10 feet West of and parallel with the East line of said Lot 1 Block 58, a distance of 119.96 feet; thence South 87° 41'43" West, along a line 30 feet North of and parallel with the South line of said Lot 1 Block 58, a distance of 39.95 feet; thence North 02° 14'14" West, along the West line of said Lot 1, a distance of 15.00 feet; thence South 87° 41'43" West, along a line 45 feet North of and parallel with the South line of said Lots 2 through 8 Block 58, a distance of 349.68 feet; thence South 02° 16'21" East, along the East line of said Lot 9 Block 58, a distance of 15.00 feet; thence South 87° 41'43" West, along a line 30 feet North of and parallel with the South line of said Lots 9 and 10 Block 58, a distance of 99.91 feet; thence North 02° 16'57" West, along the West line of said Lot 10 Block 58, a distance of 119.98 feet; thence North 87° 41'53" East, along the North line of said Lot 10 Block 58, a distance of 10.00 feet; thence North 02° 16'57" West, along a line 10 feet East of and parallel with the West line of said Lots 10 and 11 Block 43 and the Southerly extension thereof, a distance of 339.64 feet to a point on the arc of a circular curve to the right, at which the radius point bears South 49° 26'57" East; thence Northeasterly along the arc of said curve, having a radius of 15.00 feet and a central angle of 04° 20'13", a distance of 1.14 feet; thence North 87° 43'16" East, along a line 10 feet South of and parallel with the North line of said Lots 5 through 10 Block 43, a distance of 264.16 feet; thence North 02° 15'17" West, along the West line of the East one-half of said Lot 5 Block 43, a distance of 10.00 feet; thence North 87° 43'16" East, along the North line of said Lots 4 and 5 Block 43, a distance of 74.99 feet; thence South 02° 14'50" East, along the east line of said Lot 4 Block 43, a distance of 10.00 feet; thence North 87° 43'16" East, along a line 10 feet South of and parallel with the North line of said Lots 3, 2, and 1 Block 43, a distance of 139.98 feet; thence South 02° 13'55" East, along a line 10 feet West of and parallel with the East line of said Lot 1 Block 43, a distance of 140.12 feet; thence North 87° 42'34" East, along the South line of said Lot 1 Block 43, a distance of 10.00 feet; thence South 02° 13'55" East, along the east line of said Lot 20 Block 43, a distance of 150.12 feet to the Point of Beginning.

Together with:

(6) A portion of Lots 11, 12, 13 and 14 Block 58 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 11 Block 58 North; thence North 02° 16'57" West, along the West line of said Lot 11, a distance of 119.98 feet; thence North 87° 41'43" East, along a line 30 feet South of and parallel with the North line of said Lots 11, 12, 13 and 14, a distance of 199.79 feet; thence South 02° 15'45" East, along the East line of said Lot 14, a distance of 119.97 feet; thence South 87° 41'34" West, along the South line of said Lots 11, 12, 13 and 14, a distance of 199.75 feet to the Point of Beginning.

JOB NO.	07639	Project Name:	MIAMI WORLDCENTER	DWG BY:	JSH	SCALE:	N/A
				CK'D BY:	JEK	DATE:	03/11/2014
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947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLDCENTER

LEGAL DESCRIPTION

Together with:

(7) A portion of Lots 19 and 20 Block 58 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 19 Block 58 North; thence North $02^{\circ} 14' 32''$ West, along the west line of said Lot 19, a distance of 119.97 feet; thence North $87^{\circ} 41' 43''$ East, along a line 30 feet South of and parallel with the North line of said Lots 19 and 20, a distance of 89.90 feet; thence South $02^{\circ} 13' 55''$ East, along a line 10 feet West of and parallel with the East line of said lot 20, a distance of 119.96 feet; thence South $87^{\circ} 41' 34''$ West, along the South line of said Lots 19 and 20, a distance of 89.88 feet to the Point of Beginning.

Said lands all situate in the City of Miami, Miami-Dade County, Florida and contain 23.934 acres, more or less.

JOB NO.	07139	Project Name:	MIAMI WORLDCENTER	DWG BY:	JSH	SCALE:	N/A
				CK'D By:	JEK	DATE:	03/11/2014
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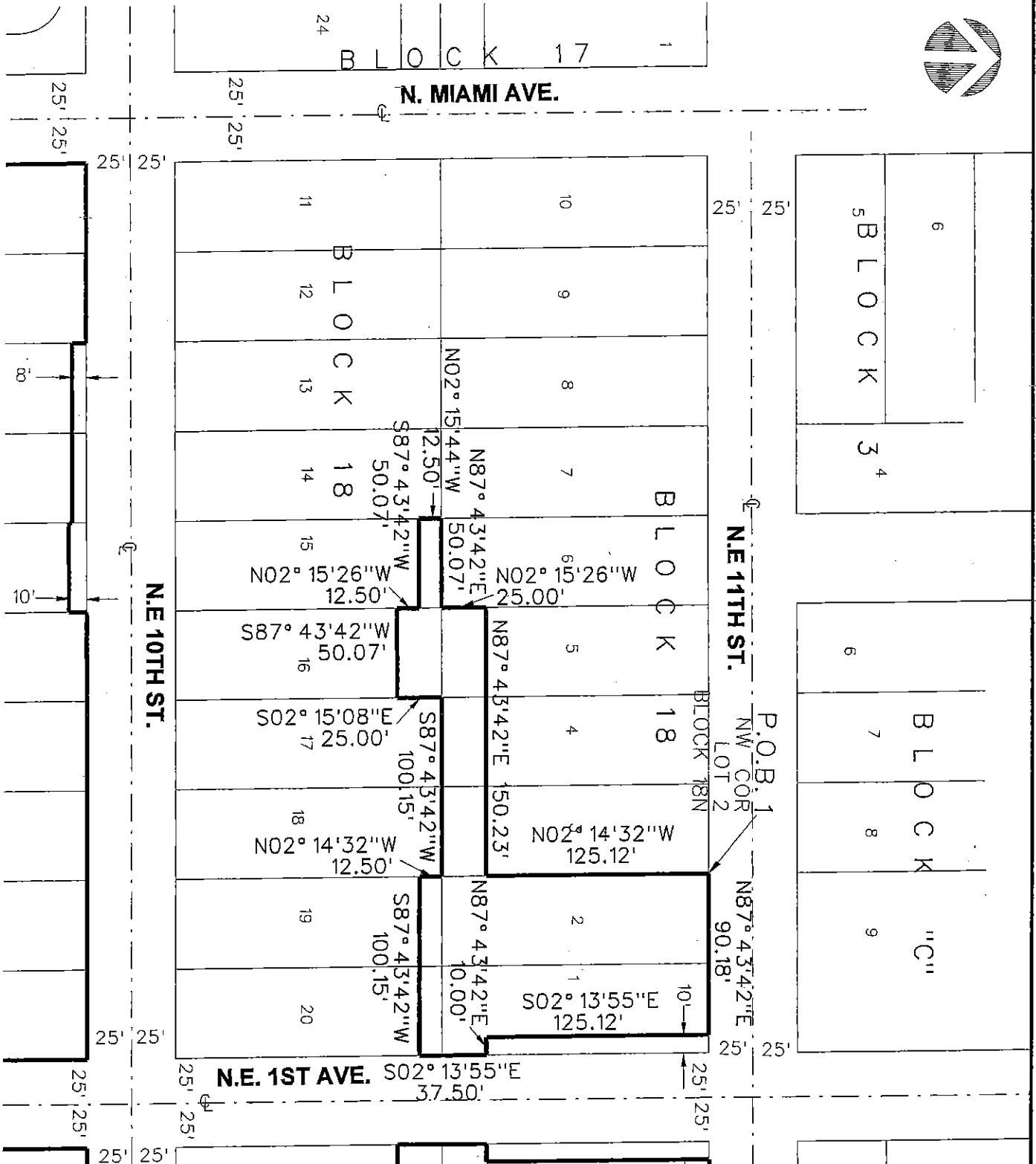
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER



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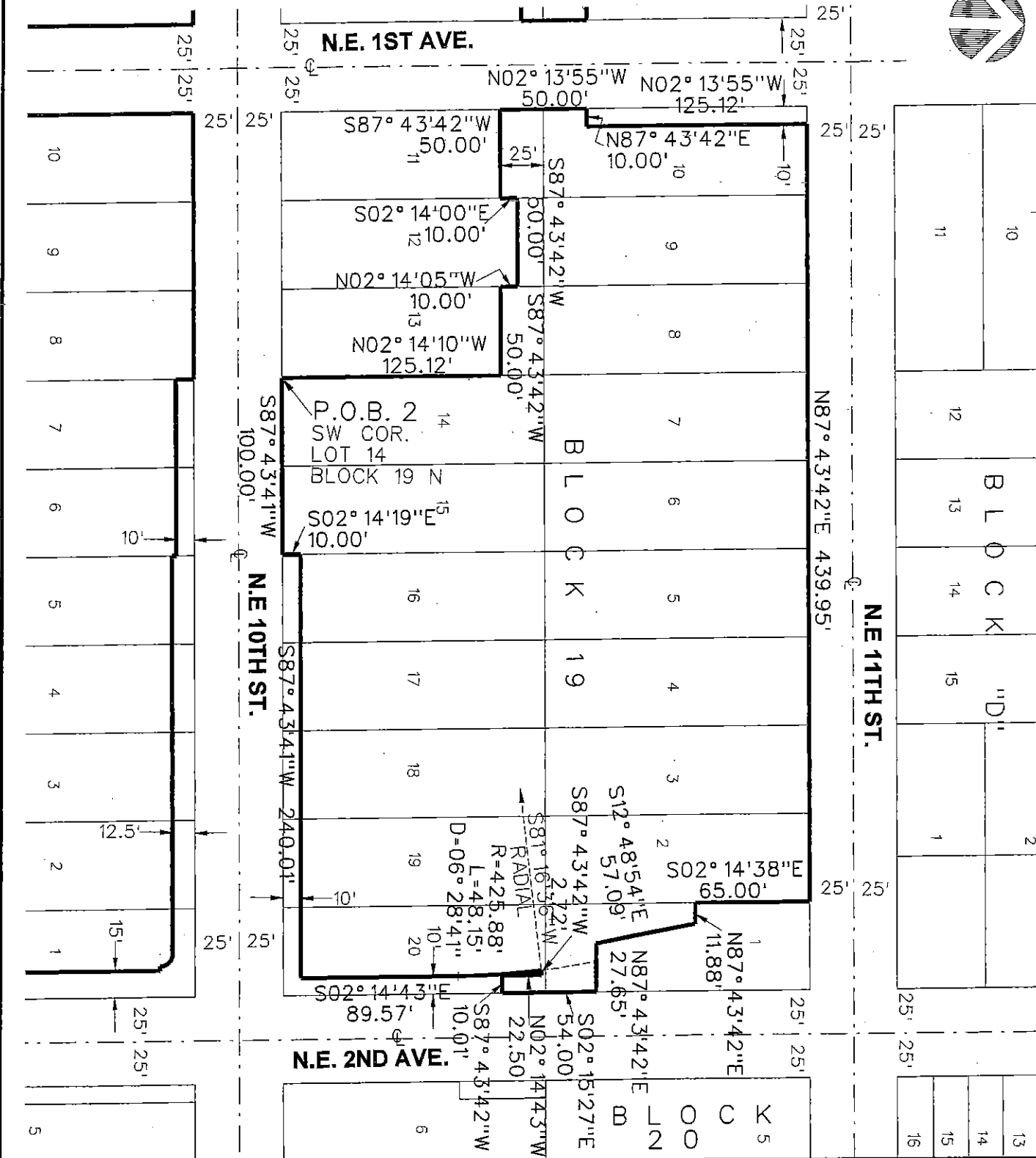
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER



JOB NO. 07139	Project Name: MIAMI WORLD CENTER	DWG BY: JSH	SCALE: 1"=80'
		CK'D BY: JEK	DATE: 03/11/2014

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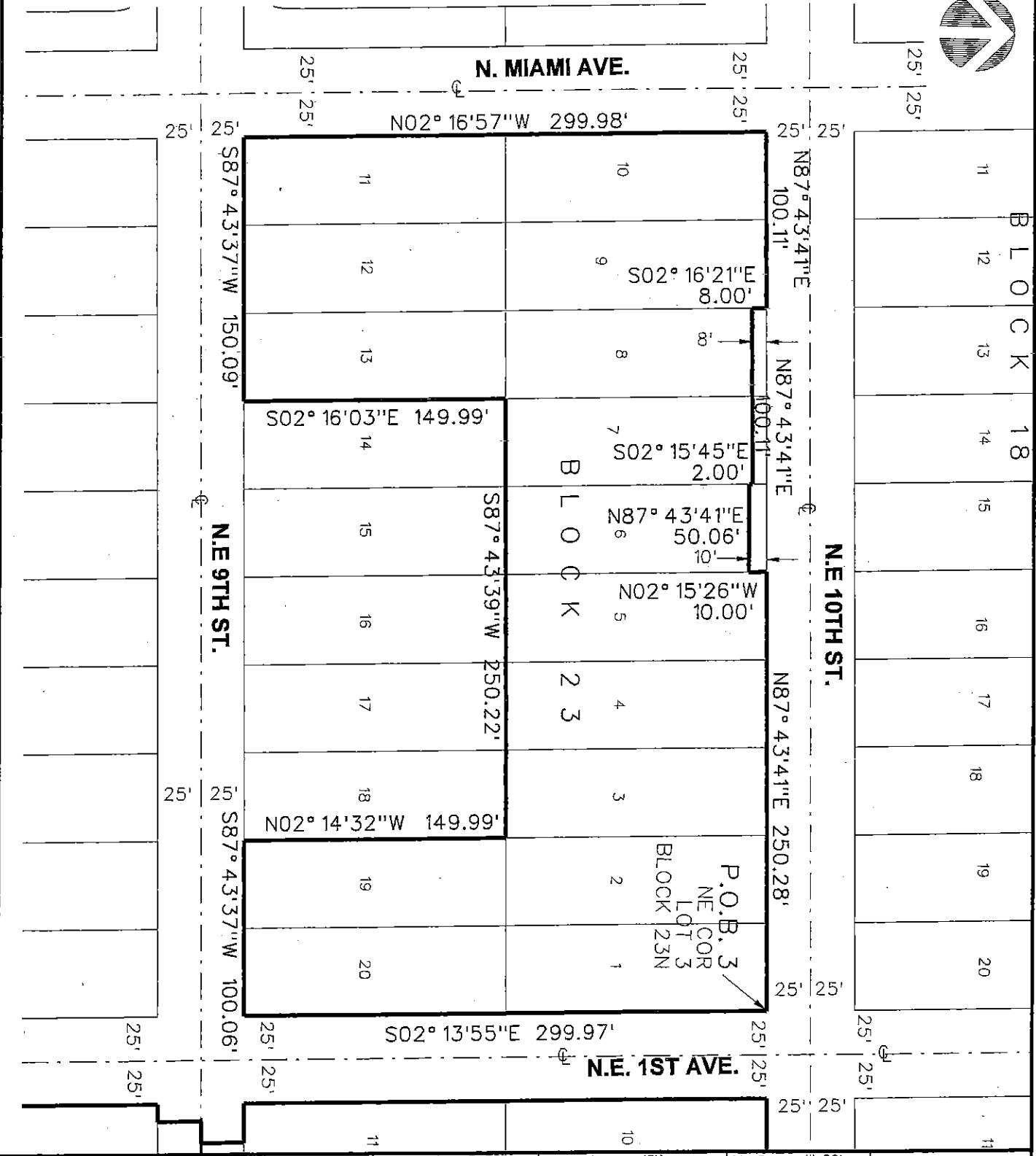
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER



JOB NO. 07139	Project Name: MIAMI WORLDCENTER	DWG BY: JSH	SCALE: 1"=80'	DATE: 03/11/2014
		CK'D By: JEK		SHEET 10 OF 15

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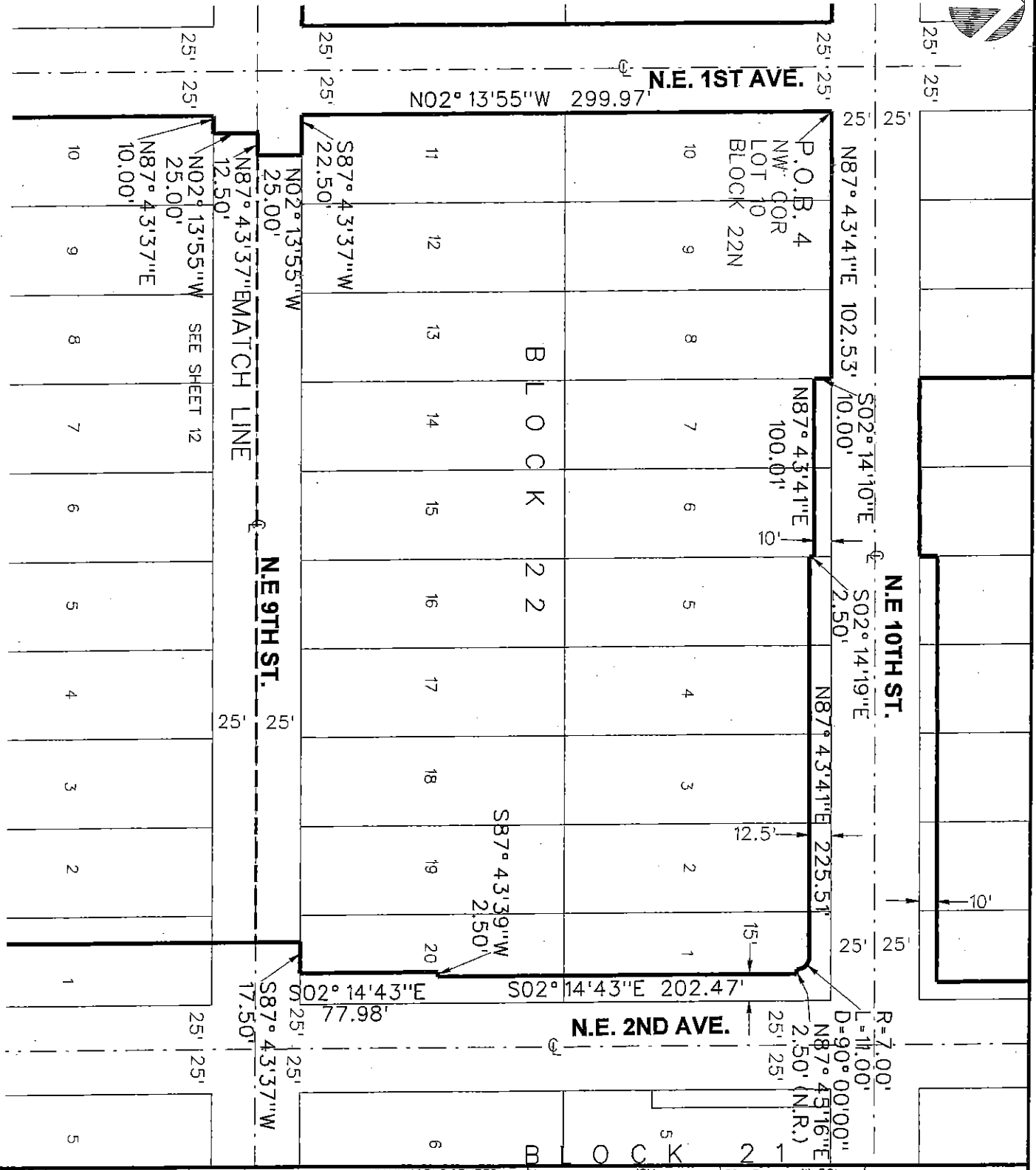
PERIMETER

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Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER



JOB NO. 07139	Project Name: MIAMI WORLDCENTER	DWO BY: JSH	SCALE: 1"=80'	DATE: 03/11/2014
		CK'D By: JEK		SHEET 11 OF 15

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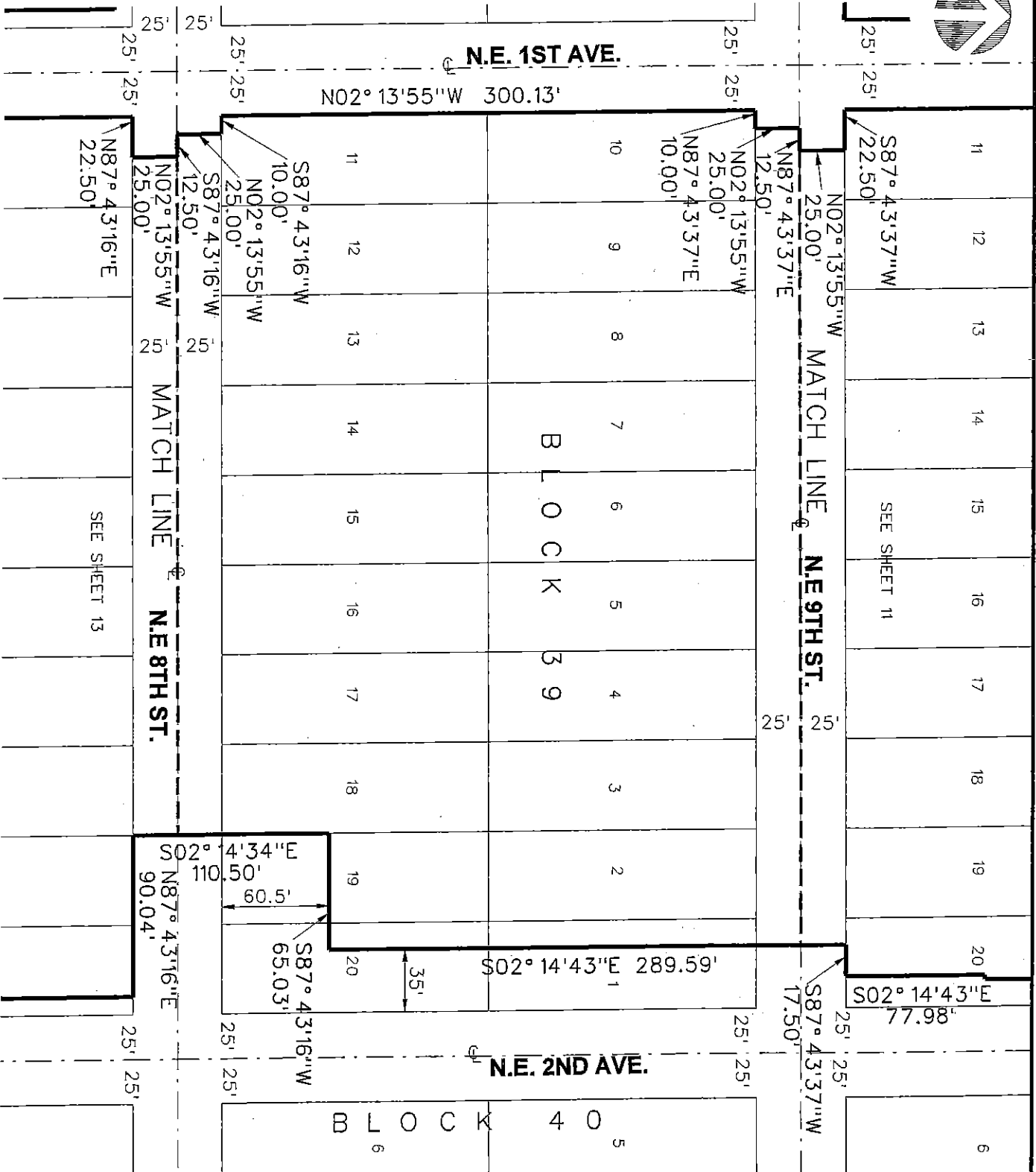
PERIMETER

947 Clint Moore Road
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Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER



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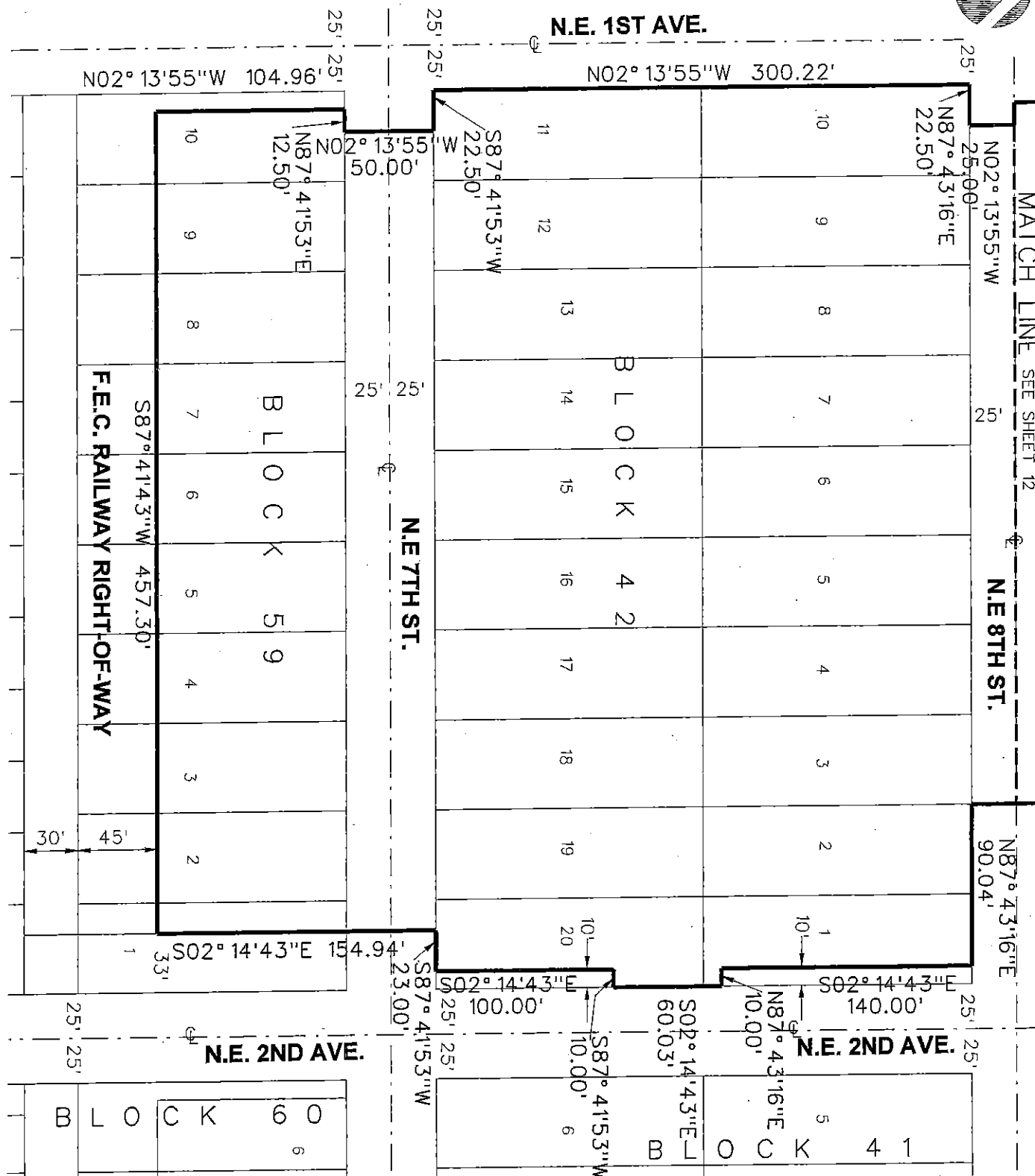
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER



JOB NO. 07139	Project Name: MIAMI WORLDCENTER	DWG BY: JSH	SCALE: 1"=80'	DATE: 03/11/2014	SHEET 13 OF 15
		CK'D BY: JEK			

180

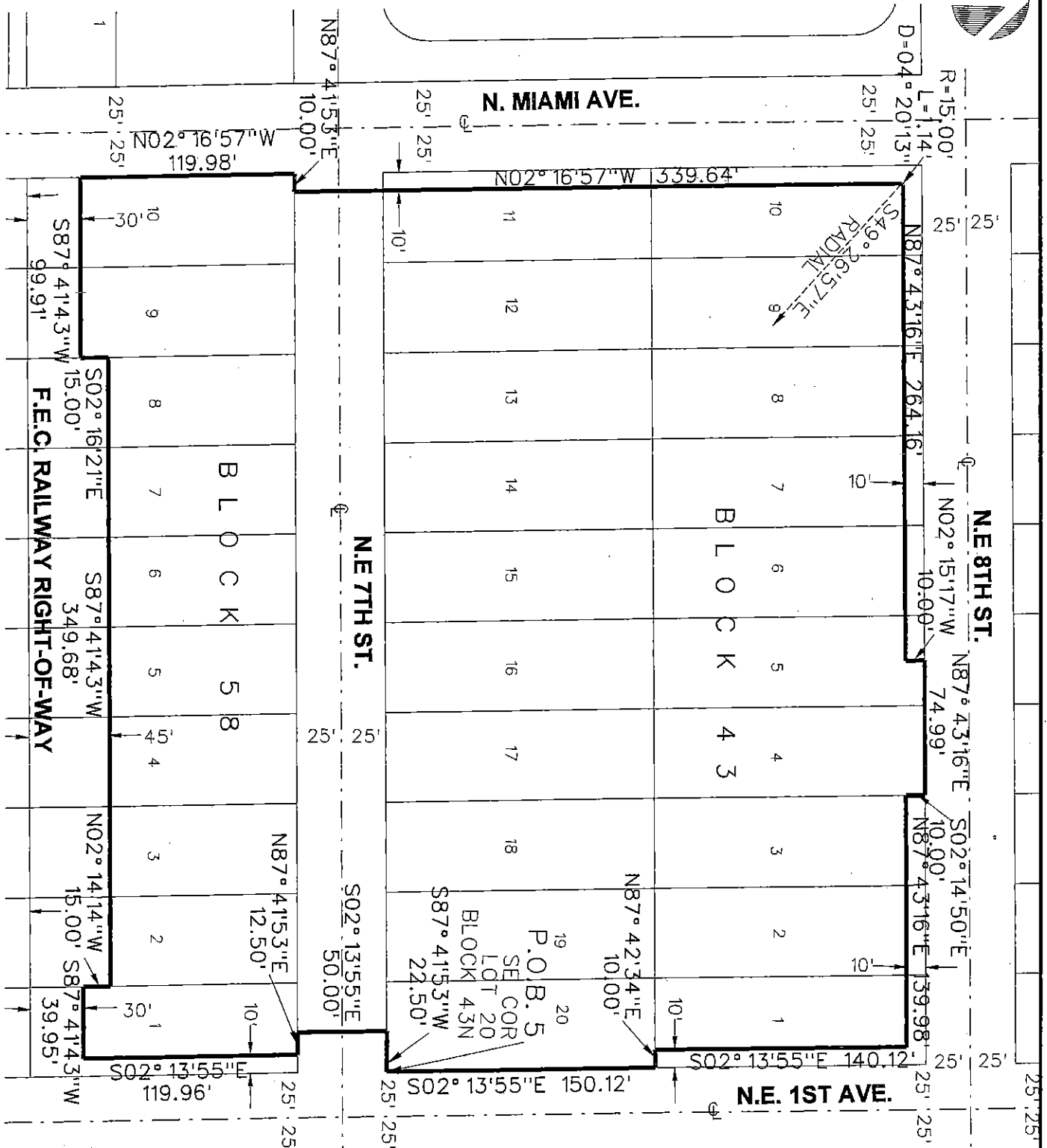
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER



JOB NO. 07139	Project Name: MIAMI WORLDCENTER	DWG BY: JSH	SCALE: 1"=80'	DATE: 03/11/2014
		CK'D BY: JEK		SHEET 14 OF 15

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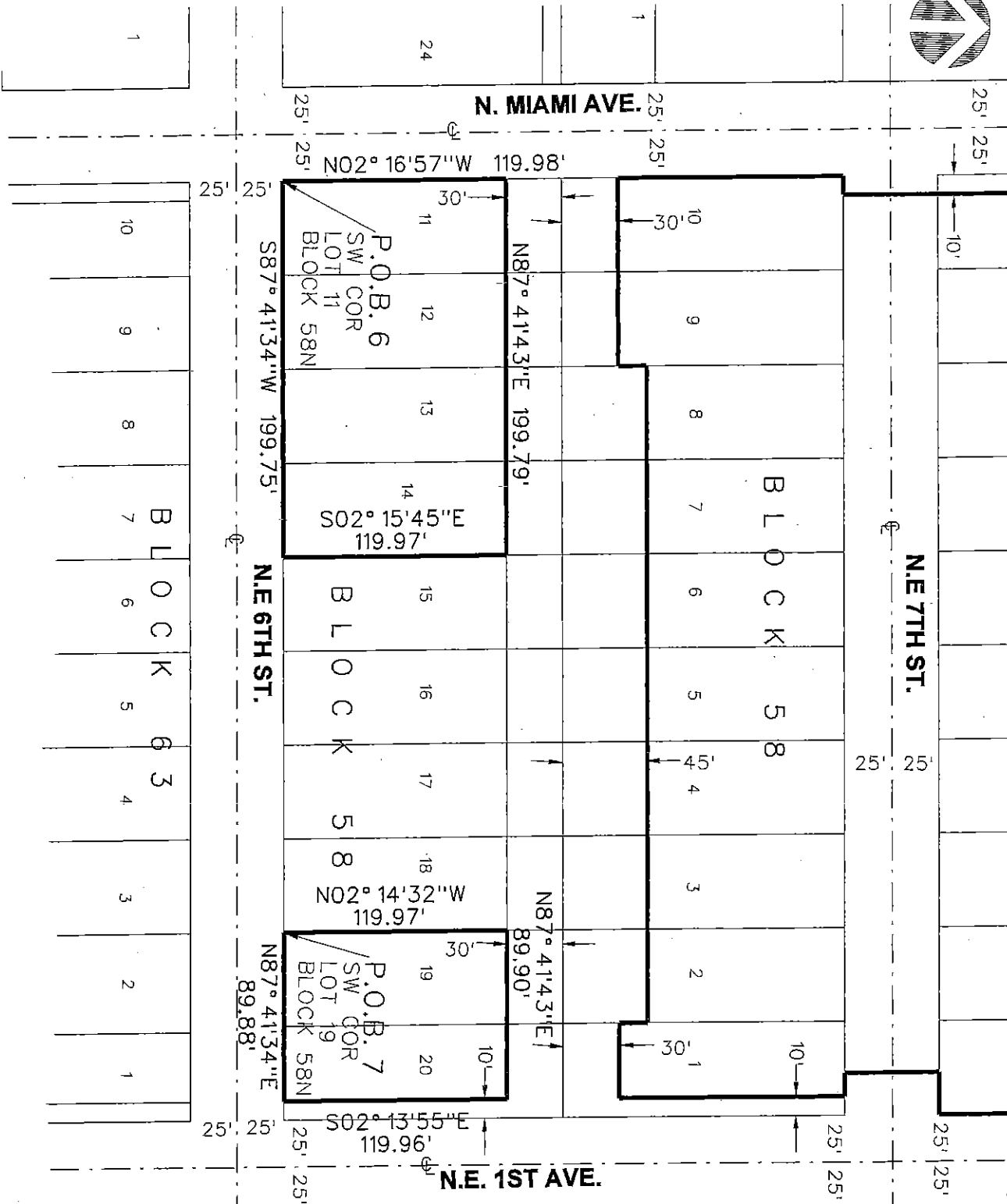
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-6182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER



JOB NO.	07139	Project Name:	MIAMI WORLDCENTER	DWG BY:	JSH	SCALE:	1"=80'	
				CK'D By:	JFV	DATE:	03/11/2014	
							SHEET	15 OF 15

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"EXHIBIT B to the Ordinance"

Legal Description

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLDCENTER

LEGAL DESCRIPTION

(1) All of Lot 2 Block 18 North, together with a portion of Lots 1, 3, 4, 5, 15, 16, 19 and 20 Block 18 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 2 Block 18 North; thence North 87° 43'42" East, along the North line of said Lots 2 and 1, a distance of 90.18 feet; thence South 02° 13'55" East, along a line 10 feet West of and parallel with the East line of said Lot 1, a distance of 125.12 feet; thence North 87° 43'42" East, along a line 25 feet North of and parallel with the South line of said Lot 1, a distance of 10.00 feet; thence South 02° 13'55" East, along the East line of said Lots 1 and 20, a distance of 37.50 feet; thence South 87° 43'42" West, along a line 12.5 feet South of and parallel with the North line of said Lots 19 and 20, a distance of 100.15 feet; thence North 02° 14'32" West, along the East line of said Lot 18, a distance of 12.50 feet; thence South 87° 43'42" West, along the South line of said Lots 3 and 4, a distance of 100.15 feet; thence South 02° 15'08" East, along the east line of said Lot 16, a distance of 25.00 feet; thence South 87° 43'42" West, along a line 25 feet South of and parallel with the North line of said Lot 16, a distance of 50.07 feet; thence North 02° 15'26" West, along the east line of said Lot 15, a distance of 12.50 feet; thence South 87° 43'42" West, along a line 12.5 feet South of and parallel with the North line of said Lot 15, a distance of 50.07 feet; thence North 02° 15'44" West, along the West line of said Lot 15, a distance of 12.50 feet; thence North 87° 43'42" East, along the North line of said Lot 15, a distance of 50.07 feet; thence North 02° 15'26" West, along the West line of said Lot 5, a distance of 25.00 feet; thence North 87° 43'42" East, along a line 25 feet North of and parallel with the South line of said Lots 5, 4 and 3, a distance of 150.23 feet; thence North 02° 14'32" West, along the West line of said Lot 2, a distance of 125.12 to the Point of Beginning.

Together with:

(2) All of Lots 2, 3, 4, 5, 6, 7, 8, 9, 14 and 15 Block 19 North, together with a portion of Lots 1, 10, 11, 12, 13, 16, 17, 18, 19 and 20 Block 19 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE, GRID NORTH, 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION, 1990 ADJUSTMENT.
3. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
4. OF THE 23.958 ACRES SHOWN ON THIS SKETCH AND DESCRIPTION, 2.033 ACRES ARE ROAD RIGHT-OF-WAY FOR NE 7th STREET, NE 8th STREET AND NE 9th STREET.

ABBREVIATIONS

L	=	ARLENGTH
CONC.	=	CONCRETE
COR.	=	CORNER
D	=	DELTA (CENTRAL ANGLE)
L.B.	=	LICENSED BUSINESS
L.S.	=	LICENSED SURVEYOR
O.R.B.	=	OFFICIAL RECORDS BOOK
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.B.	=	PLAT BOOK
M.D.C.R.	=	MIAMI-DADE COUNTY RECORDS
PG.	=	PAGE
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
R/W	=	RIGHT-OF-WAY

JOB NO.	07139	Project Name:	MIAMI WORLDCENTER	DWG BY:	JSH	SCALE:	N/A
				CK'D BY:	JEK	DATE:	03/11/2014
							SHEET 2 OF 15

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PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9086
Fax: (561) 241-6182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLD CENTER

LEGAL DESCRIPTION

Beginning at the Southwest corner of said Lot 14 Block 19 North; thence North $02^{\circ} 14' 10''$ West, along the West line of said Lot 14, a distance of 125.12 feet; thence South $87^{\circ} 43' 42''$ West, along a line 25 feet South of and parallel with the North line of said Lot 13, a distance of 50.00 feet; thence North $02^{\circ} 14' 05''$ West, along the West line of said Lot 13, a distance of 10.00 feet; thence South $87^{\circ} 43' 42''$ West, along a line 15 feet South of and parallel with the North line of said Lot 12, a distance of 50.00 feet; thence South $02^{\circ} 14' 00''$ East, along the West line of said Lot 12, a distance of 10.00 feet; thence South $87^{\circ} 43' 42''$ West, along a line 25 feet South of and parallel with the North line of said Lot 11, a distance of 50.00 feet; thence North $02^{\circ} 13' 55''$ West, along the West line of said Lots 11 and 10, a distance of 50.00 feet; thence North $87^{\circ} 43' 42''$ East, along a line 25 feet North of and parallel with the South line of said Lot 10, a distance of 10.00 feet; thence North $02^{\circ} 13' 55''$ West, along a line 10 feet East of and parallel with the West line of said Lot 10, a distance of 125.12 feet; thence North $87^{\circ} 43' 42''$ East, along the North line of said Lots 2 through 10, a distance of 439.95 feet; thence South $02^{\circ} 14' 38''$ East, along the East line of said Lot 2, a distance of 65.00 feet; thence North $87^{\circ} 43' 42''$ East, a distance of 11.88 feet; thence South $12^{\circ} 48' 54''$ East, a distance of 57.09 feet; thence North $87^{\circ} 43' 42''$ East, along a line 29 feet North of and parallel with the South line of said Lot 1, a distance of 27.65 feet; thence South $02^{\circ} 15' 27''$ East, along the east line of said Lots 1 and 20, a distance of 54.00 feet; thence South $87^{\circ} 43' 42''$ West, along a line 25 feet South of and parallel with the North line of said Lot 20, a distance of 10.01 feet; thence North $02^{\circ} 14' 43''$ West, along a line 10 feet West of and parallel with the East line of said Lot 20, distance of 22.50 feet; thence South $87^{\circ} 43' 42''$ West, along a line 2.50 feet South of and parallel with the North line of said Lot 20, a distance of 2.72 feet to a point on the arc of a circular curve to the right, at which the radius point bears South $81^{\circ} 16' 36''$ West; thence Southerly along the arc of said curve, having a radius of 425.88 feet and a central angle of $06^{\circ} 28' 41''$, a distance of 48.15 feet to the point of tangency; thence South $02^{\circ} 14' 43''$ East, along a line 10 feet West of and parallel with the East line of said Lot 20 a distance of 89.57 feet; thence South $87^{\circ} 43' 41''$ West, along a line 10 feet North of and parallel with the South line of said Lots 16 through 20, a distance of 240.01 feet; thence South $02^{\circ} 14' 19''$ East, along the East line of said Lot 15, a distance of 10.00 feet; thence South $87^{\circ} 43' 41''$ West, along the South line of said lots 14 and 15, a distance of 100.00 feet to the Point of Beginning.

Together with:

(3) All of Lots 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 19 and 20 Block 23 North, together with a portion of Lots 6, 7 and 8 Block 23 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1 Block 23 North; thence South $02^{\circ} 13' 55''$ East, along the East line of said Lots 1 and 20, a distance of 299.97 feet; thence South $87^{\circ} 43' 37''$ West, along the South line of said Lots 19 and 20, a distance of 100.06 feet; thence North $02^{\circ} 14' 32''$ West, along the West line of said Lot 19, a distance of 149.99 feet; thence South $87^{\circ} 43' 39''$ West, along the South line of said Lots 3 through 7, a distance of 250.22 feet; thence South

JOB NO.	07139	Project Name:	MIAMI WORLD CENTER	DWO BY:	JSH	SCALE:	N/A
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PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9888
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLDCENTER

LEGAL DESCRIPTION

02° 16'03" East, along the East line of said Lot 13, a distance of 149.99 feet; thence South 87° 43'37" West, along the South line of said Lots 13, 12 and 11, a distance of 150.09 feet; thence North 02° 16'57" West, along the West line of said Lots 11 and 10, a distance of 299.98 feet; thence North 87° 43'41" East, along the North line of said Lots 10 and 9, a distance of 100.11 feet; thence South 02° 16'21" East, along the East line of said Lot 9, a distance of 8.00 feet; thence North 87° 43'41" East, along a line 8 feet South of and parallel with the North line of said Lots 8 and 7, a distance of 100.11 feet; thence South 02° 15'45" East, along the East line of said Lot 7, a distance of 2.00 feet; thence North 87° 43'41" East, along a line 10 feet South of and parallel with the North line of said Lot 6, a distance of 50.06 feet; thence North 02° 15'26" West, along the East line of said Lot 6, a distance of 10.00 feet; thence North 87° 43'41" East, along the North line of said Lots 1 through 5, a distance of 250.28 feet to the Point of Beginning.

Together with:

(4) All of Lots 8 through 19 Block 22 North, together with a portion of Lots 1 through 7 and 20 Block 22 North, and all of Lots 2 through 18 Block 39 North, together with a portion of Lots 1, 19 and 20 Block 39 North, and all of Lots 2 through 19, Block 42 North, together with a portion of Lots 1 and 20 Block 42 North, and a portion of Lots 1 through 10 Block 59 North, and a portion of the 50 foot platted roadway lying between said Blocks 22 and 39, and a portion of the 50 foot platted roadway lying between said Blocks 39 and 42, and a portion of the 50 foot platted roadway lying between said Blocks 42 and 59, all of City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 10 Block 22 North; thence North 87° 43'41" East, along the North line of said Lots 10, 9 and 8 Block 22, a distance of 102.53 feet; thence South 02° 14'10" East, along the East line of said Lot 8 Block 22, a distance of 10.00 feet; thence North 87° 43'41" East, along a line 10 feet South of and parallel with the North line of said Lots 6 and 7, a distance of 100.01 feet; thence South 02° 14'19" East, along the West line of said Lot 5, a distance of 2.50 feet; thence North 87° 43'41" East, along a line 12.5 feet South of and parallel with the North line of said Lots 1 through 5, a distance of 225.51 feet to the point of curvature of a circular curve to the right; thence Easterly and Southerly along the arc of said curve, having a radius of 7.00 feet and a central angle of 90° 00'00", a distance of 11.00 feet; thence North 87° 45'16" East, a distance of 2.50 feet; thence South 02° 14'43" East, along a line 15 feet West of and parallel with the East line of said Lots 1 and 20 Block 22, a distance of 202.47 feet; thence South 87° 43'39" West, a distance of 2.50 feet; thence South 02° 14'43" East, along a line 17.5 feet West of and parallel with the East line of said Lot 20 Block 22, a distance of 77.98 feet; thence South 87° 43'37" West, along the South line of said Lot 20 Block 22, a distance of 17.50 feet; thence South 02° 14'43" East, along a line 35 feet West of and parallel with the East line of said Lots 1 and 20 Block 39 and the Northerly extension thereof, a distance of 289.59 feet; thence South

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PERIMETER

947 Clint Moore Road
Boca Raton, Florida, 33487

SURVEYING & MAPPING
Certificates of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLDCENTER

LEGAL DESCRIPTION

87° 43'16" West, along a line 60.5 feet North of and parallel with the South line of said Lots 20 and 19 Block 39, a distance of 65.03 feet; thence South 02° 14'34" East, along the West line of said Lot 19 Block 39 and the Southerly extension thereof, a distance of 110.50 feet; thence North 87° 43'16" East, along the North line of said Lots 2 and 1 Block 42, a distance of 90.04 feet; thence South 02° 14'43" East, along a line 10 feet West of and parallel with the east line of said Lot 1 Block 42, a distance of 140.00 feet; thence North 87° 43'16" East, along a line 140 feet South of and parallel with the North line of said Lot 1 Block 42, a distance of 10.00 feet; thence South 02° 14'43" East, along the east line of said Lots 1 and 20 Block 42, a distance of 60.03 feet; thence South 87° 41'53" West, along a line 100 feet North of and parallel with the South line of said Lot 20 Block 42, a distance of 10.00 feet; thence South 02° 14'43" East, along a line 10 feet West of and parallel with the East line of said Lot 20 Block 42, a distance of 100.00 feet; thence South 87° 41'53" West, along the South line of said Lot 20 Block 42, a distance of 23.00 feet; thence South 02° 14'43" East, along a line 33 feet West of and parallel with the East line of said Lot 1 Block 59 and the Northerly extension thereof, a distance of 154.94 feet; thence South 87° 41'43" West, along a line 45 feet North of and parallel with the South line of said Lots 1 through 10 Block 59, a distance of 457.30 feet; thence North 02° 13'55" West, along a line 10.00 feet East of the West line of said Lot 10 Block 59, a distance of 104.96 feet; thence North 87° 41'53" East, along the North line of said Lot 10 Block 59, a distance of 12.50 feet; thence North 02° 13'55" West, a distance of 50.00 feet; thence South 87° 41'53" West, along the South line of said Lot 11 Block 42, a distance of 22.50 feet; thence North 02° 13'55" West, along the West line of said Lots 11 and 10, Block 42, a distance of 300.22 feet; thence North 87° 43'16" East, along the North line of said Lot 10 Block 42, a distance of 22.50 feet; thence North 02° 13'55" West, a distance of 25.00 feet; thence South 87° 43'16" West, along the centerline of said platted roadway between Blocks 39 and 42, a distance of 12.50 feet; thence North 02° 13'55" West, a distance of 25.00 feet; thence South 87° 43'16" West, along the South line of said Lot 11 Block 39, a distance of 10.00 feet; thence North 02° 13'55" West, along the West line of said Lots 11 and 10 Block 39, a distance of 300.13 feet; thence North 87° 43'37" East, along the North line of said Lot 10 Block 39, a distance of 10.00 feet; thence North 02° 13'55" West, a distance of 25.00 feet; thence North 87° 43'37" East, along the centerline of said platted roadway between Blocks 22 and 39, a distance of 12.50 feet; thence North 02° 13'55" West, a distance of 25.00 feet; thence South 87° 43'37" West, along the South line of said Lot 11 Block 22, a distance of 22.50 feet; thence North 02° 13'55" West, along the West line of said Lots 11 and 10 Block 22, a distance of 299.97 feet to the Point of Beginning.

Together with:

(5) All of Lots 4, and 12 through 20 Block 43 North, together with a portion of Lots 1, 2 and 3 and Lots 5 through 11 Block 43 North, and a portion of Lots 1 through 10 Block 58 North, and a portion of the 50 foot platted roadway lying between said Blocks 43 and 58, all of the City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

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PERIMETER

847 Clint Moors Road
Booca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (688) 241-9988
Fax: (688) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

LEGAL DESCRIPTION

MIAMI WORLDCENTER

Beginning at the Southeast corner of said Lot 20 Block 43 North; thence South $87^{\circ} 41'53''$ West, along the South line of said Lot 20 Block 43, a distance of 22.50 feet; thence South $02^{\circ} 13'55''$ East, a distance of 50.00 feet; thence North $87^{\circ} 41'53''$ East, along the North line of said Lot 1 Block 58, a distance of 12.50 feet; thence South $02^{\circ} 13'55''$ East, along a line 10 feet West of and parallel with the East line of said Lot 1 Block 58, a distance of 119.96 feet; thence South $87^{\circ} 41'43''$ West, along a line 30 feet North of and parallel with the South line of said Lot 1 Block 58, a distance of 39.95 feet; thence North $02^{\circ} 14'14''$ West, along the West line of said Lot 1, a distance of 15.00 feet; thence South $87^{\circ} 41'43''$ West, along a line 45 feet North of and parallel with the South line of said Lots 2 through 8 Block 58, a distance of 349.68 feet; thence South $02^{\circ} 16'21''$ East, along the East line of said Lot 9 Block 58, a distance of 15.00 feet; thence South $87^{\circ} 41'43''$ West, along a line 30 feet North of and parallel with the South line of said Lots 9 and 10 Block 58, a distance of 99.91 feet; thence North $02^{\circ} 16'57''$ West, along the West line of said Lot 10 Block 58, a distance of 119.98 feet; thence North $87^{\circ} 41'53''$ East, along the North line of said Lot 10 Block 58, a distance of 10.00 feet; thence North $02^{\circ} 16'57''$ West, along a line 10 feet East of and parallel with the West line of said Lots 10 and 11 Block 43 and the Southerly extension thereof, a distance of 339.64 feet to a point on the arc of a circular curve to the right, at which the radius point bears South $49^{\circ} 26'57''$ East; thence Northeasterly along the arc of said curve, having a radius of 15.00 feet and a central angle of $04^{\circ} 20'13''$, a distance of 1.14 feet; thence North $87^{\circ} 43'16''$ East, along a line 10 feet South of and parallel with the North line of said Lots 5 through 10 Block 43, a distance of 264.16 feet; thence North $02^{\circ} 15'17''$ West, along the West line of the East one-half of said Lot 5 Block 43, a distance of 10.00 feet; thence North $87^{\circ} 43'16''$ East, along the North line of said Lots 4 and 5 Block 43, a distance of 74.99 feet; thence South $02^{\circ} 14'50''$ East, along the east line of said Lot 4 Block 43, a distance of 10.00 feet; thence North $87^{\circ} 43'16''$ East, along a line 10 feet South of and parallel with the North line of said Lots 3, 2, and 1 Block 43, a distance of 139.98 feet; thence South $02^{\circ} 13'55''$ East, along a line 10 feet West of and parallel with the East line of said Lot 1 Block 43, a distance of 140.12 feet; thence North $87^{\circ} 42'34''$ East, along the South line of said Lot 1 Block 43, a distance of 10.00 feet; thence South $02^{\circ} 13'55''$ East, along the east line of said Lot 20 Block 43, a distance of 150.12 feet to the Point of Beginning.

Together with:

(6) A portion of Lots 11, 12, 13 and 14 Block 58 North, City of Miami, according to the plat thereof, as recorded in Plat Book 8, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 11 Block 58 North; thence North $02^{\circ} 16'57''$ West, along the West line of said Lot 11, a distance of 119.98 feet; thence North $87^{\circ} 41'43''$ East, along a line 30 feet South of and parallel with the North line of said Lots 11, 12, 13 and 14, a distance of 199.79 feet; thence South $02^{\circ} 15'46''$ East, along the East line of said Lot 14, a distance of 119.97 feet; thence South $87^{\circ} 41'34''$ West, along the South line of said Lots 11, 12, 13 and 14, a distance of 199.75 feet to the Point of Beginning.

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PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER

LEGAL DESCRIPTION

Together with:

(7) A portion of Lots 19 and 20 Block 58 North, City of Miami, according to the plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 19 Block 58 North; thence North $02^{\circ}14'32''$ West, along the west line of said Lot 19, a distance of 119.97 feet; thence North $87^{\circ}41'43''$ East, along a line 30 feet South of and parallel with the North line of said Lots 19 and 20, a distance of 89.90 feet; thence South $02^{\circ}13'55''$ East, along a line 10 feet West of and parallel with the East line of said lot 20, a distance of 119.96 feet; thence South $87^{\circ}41'34''$ West, along the South line of said Lots 19 and 20, a distance of 89.88 feet to the Point of Beginning.

Said lands all situate in the City of Miami, Miami-Dade County, Florida and contain 23.934 acres, more or less.

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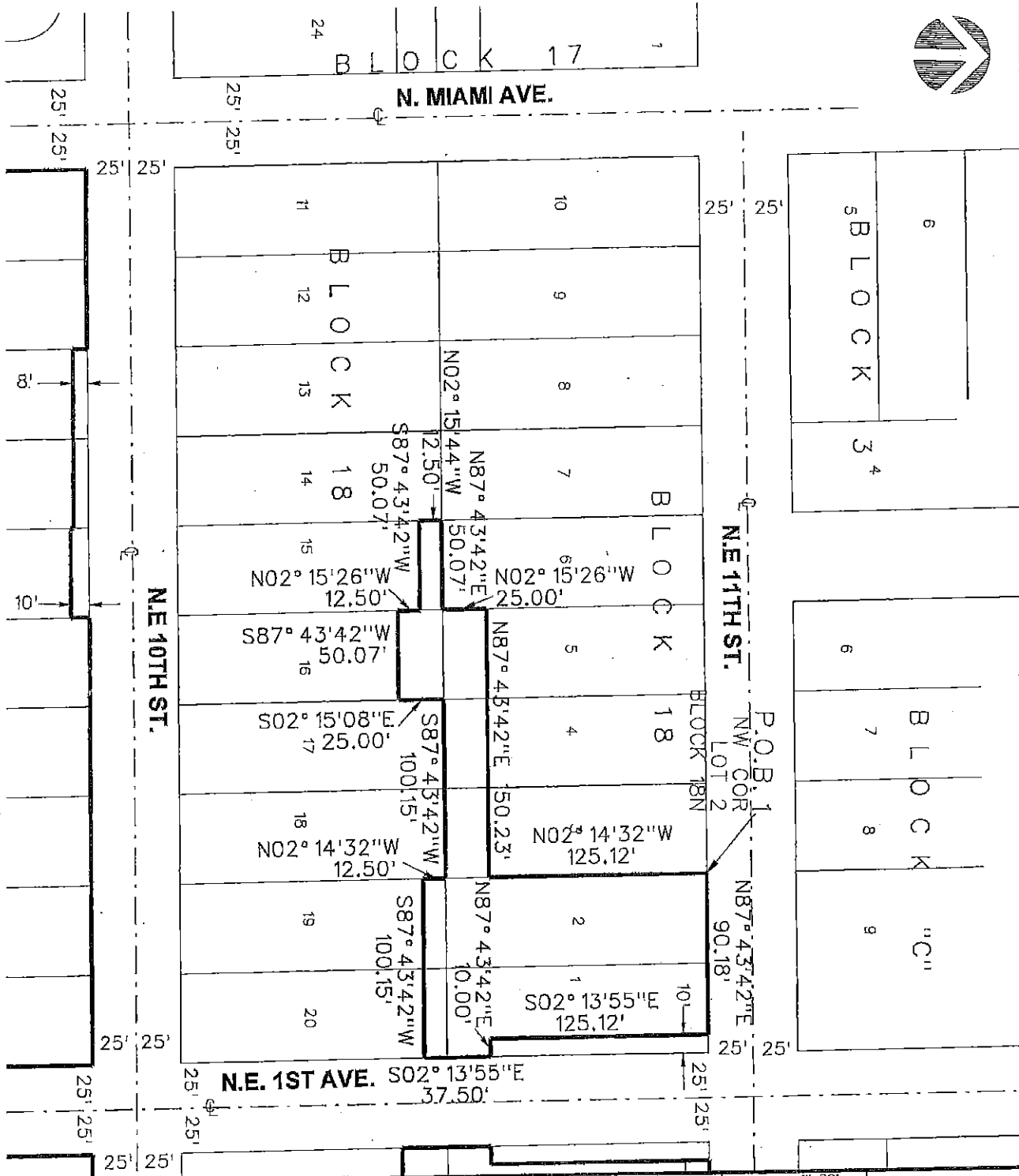
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

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Tel: (561) 241-9988
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER



JOB NO. 07139	Project Name: MIAMI WORLD CENTER	DWG BY: JSH CK'D BY: JEK	SCALE: 1"=80' DATE: 03/11/2014
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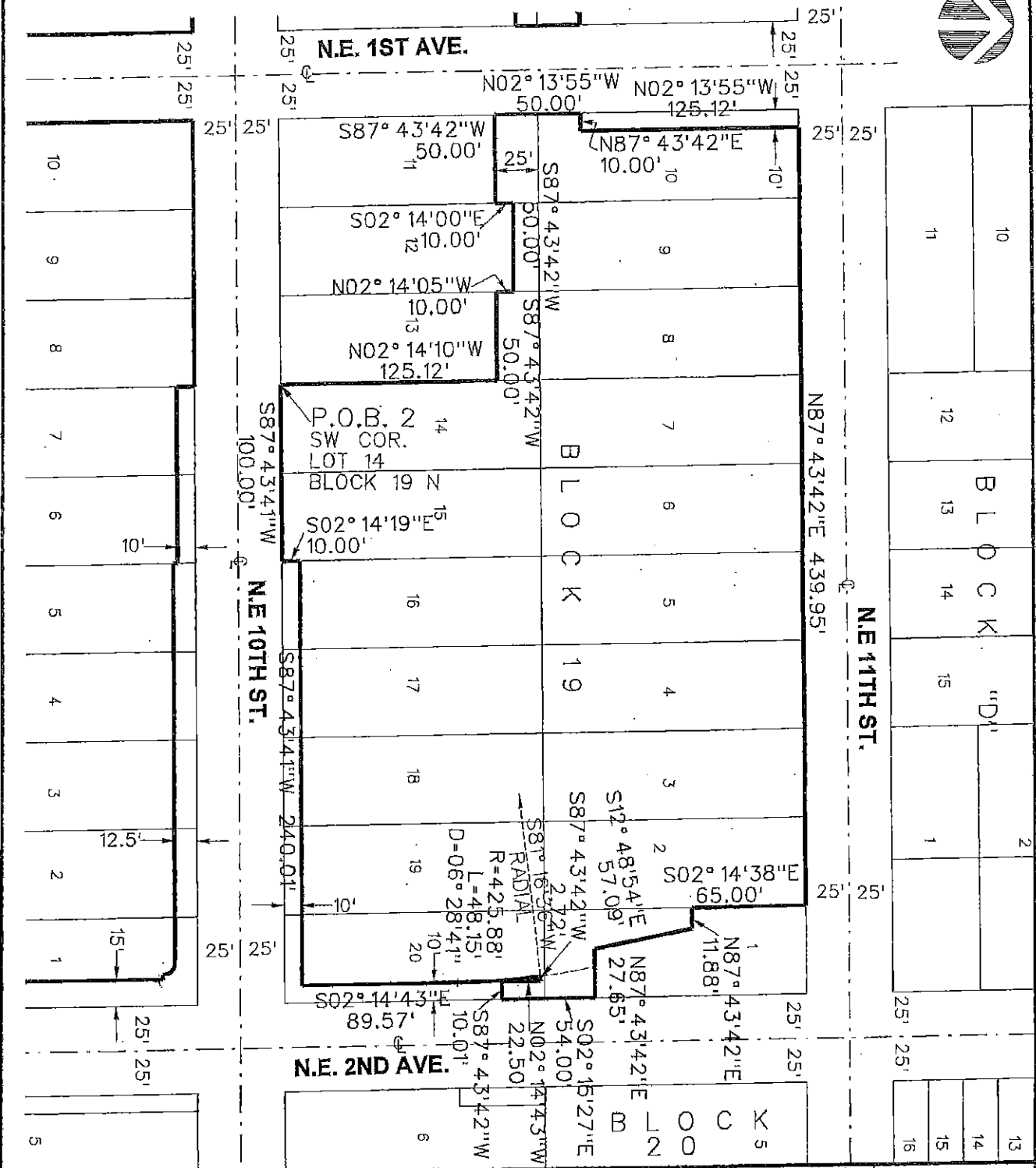
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER



JOB NO. 07139	Project Name: MIAMI WORLD CENTER	DWG By: JSH	SCALE: 1"=80'	DATE: 03/11/2014
		CK'D By: JEK		SHEET 9 OF 15

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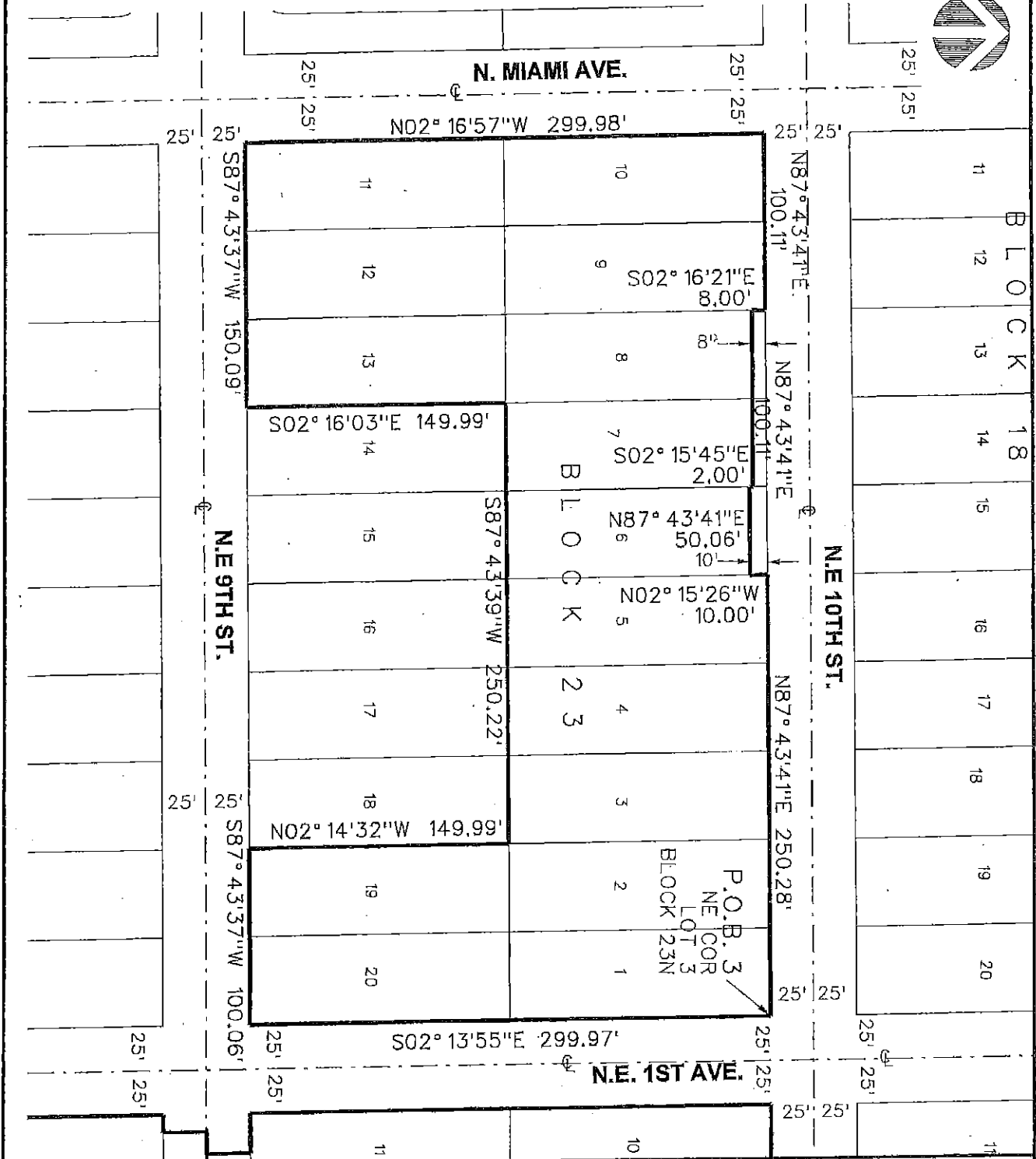
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER



JOB NO. 07139	Project Name: MIAMI WORLD CENTER	DWG BY: JSH	SCALE: 1"=80'	DATE: 03/11/2014	SHEET 10 OF 15
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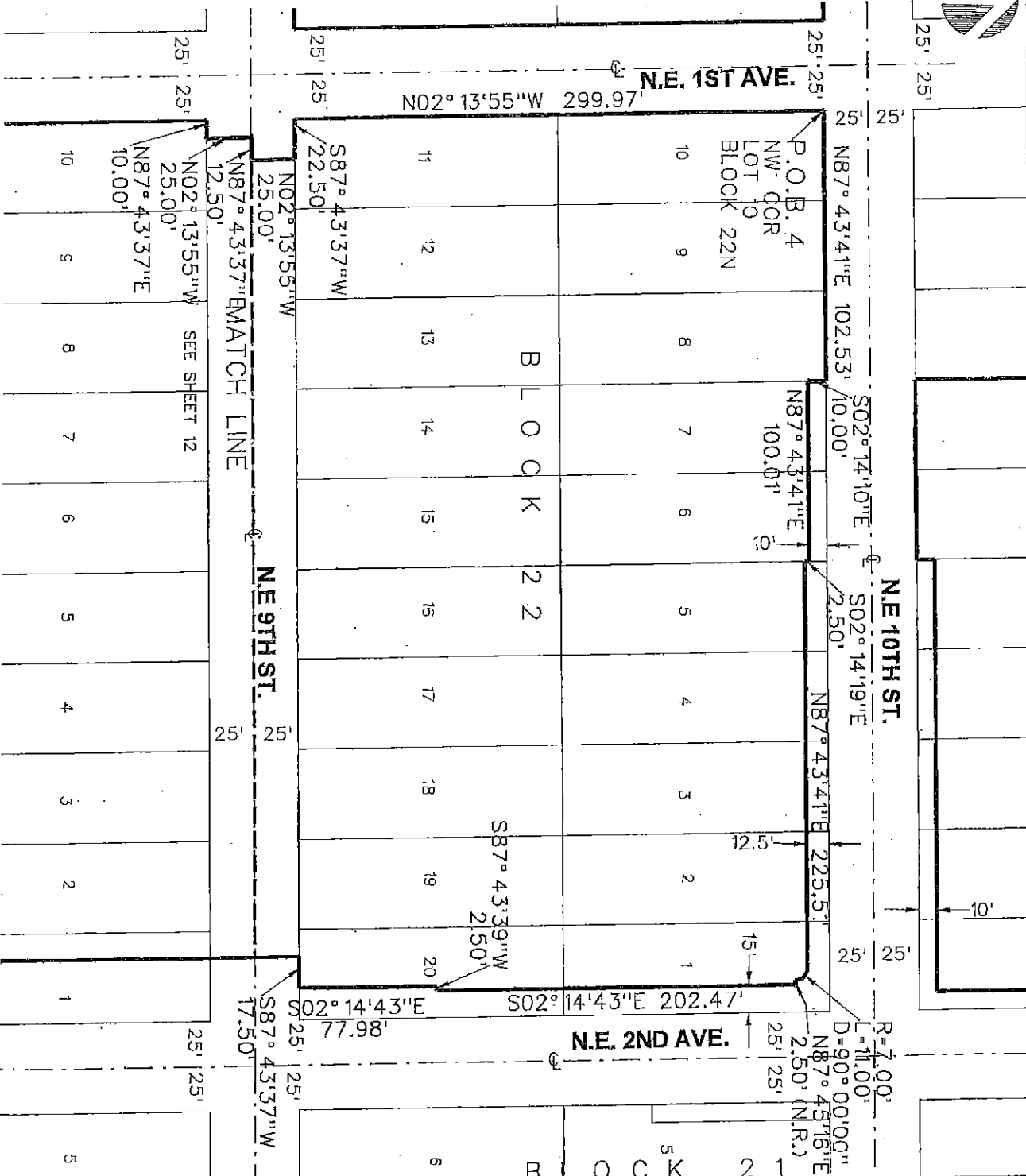
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER



JOB NO. 07139	Project Name: MIAMI WORLDCENTER	DWG BY: JSH	SCALE: 1"=80'	DATE: 03/11/2014	SHEET 11 OF 15
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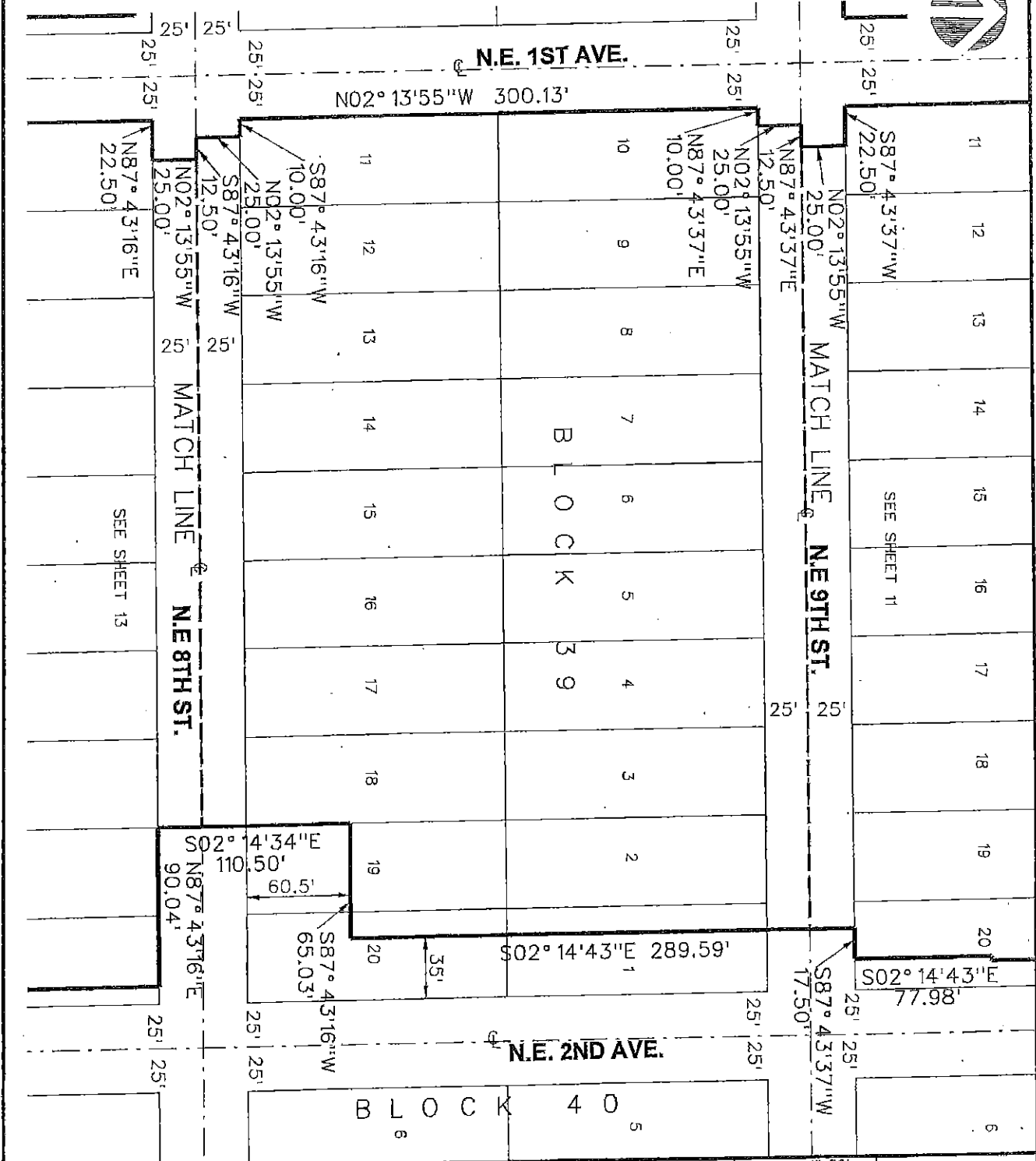
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER



JOB NO. 07139	Project Name: MIAMI WORLD CENTER	Dwg By: JSH CK'D By: JEK	SCALE: 1"=80' DATE: 03/11/2014
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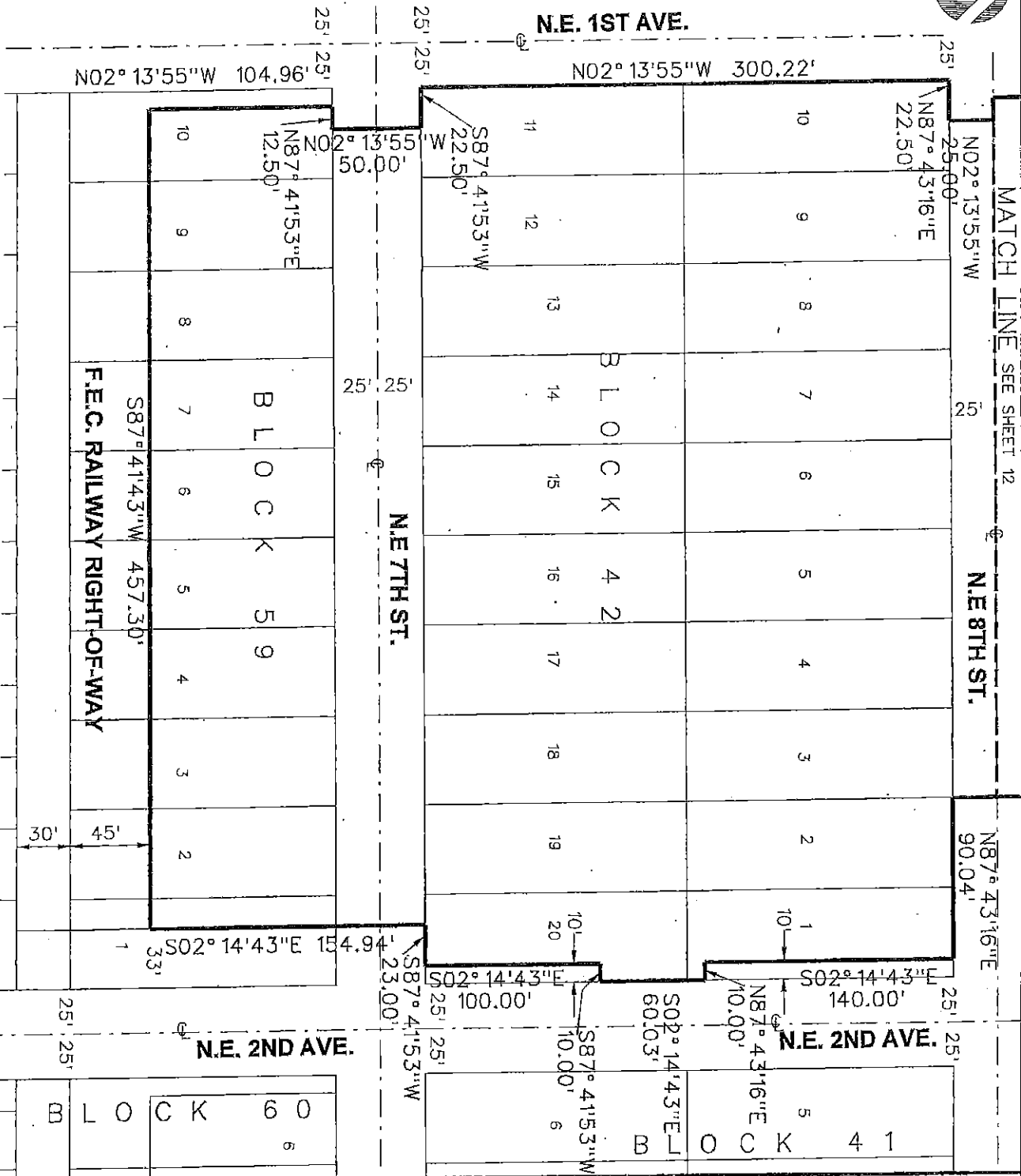
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER



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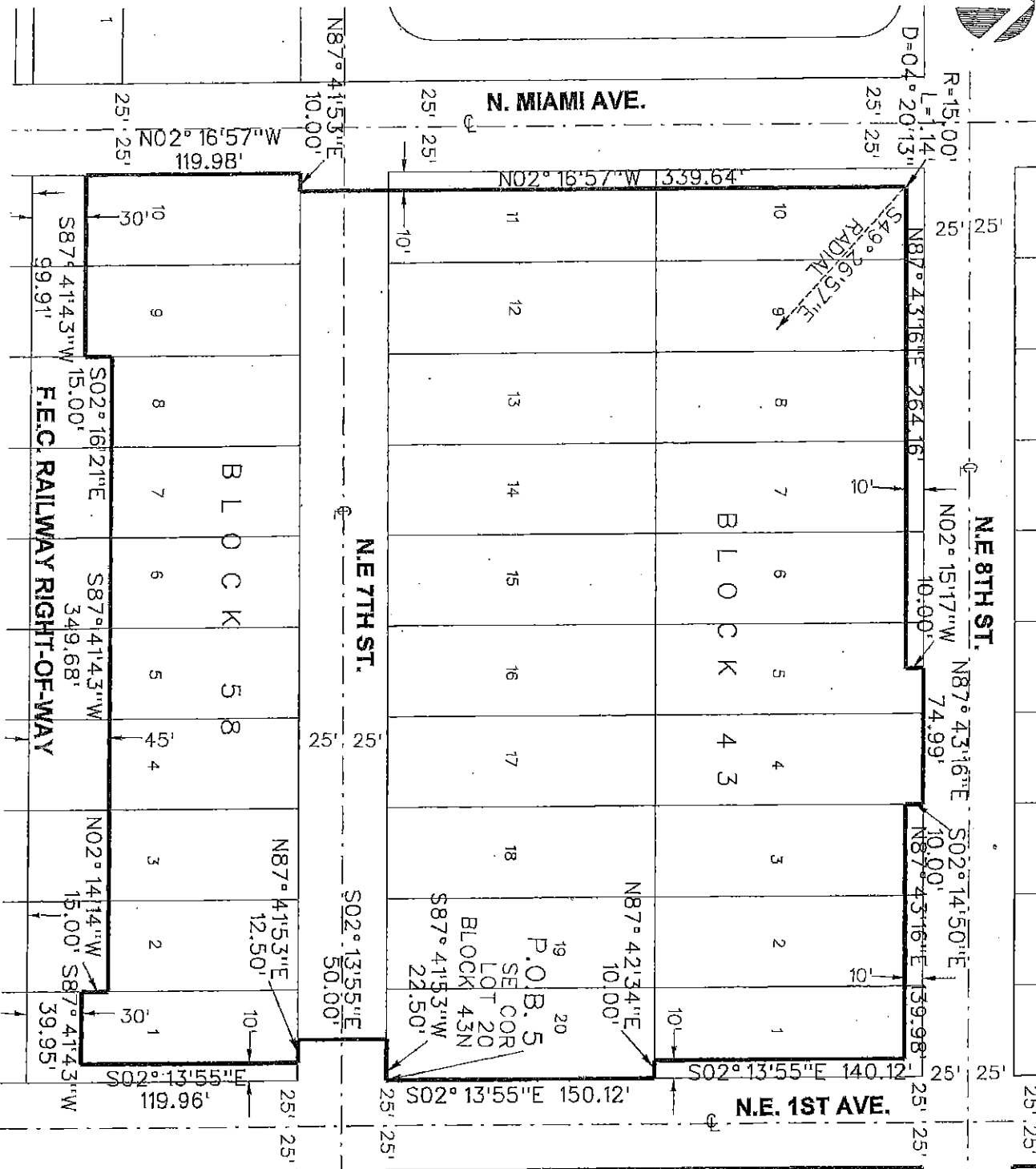
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER



JOB NO. 07139	Project Name: MIAMI WORLD CENTER	DWG BY: JSH	SCALE: 1"=80'	DATE: 03/11/2014
		CK'D BY: JEK		SHEET 14 OF 15

1/010

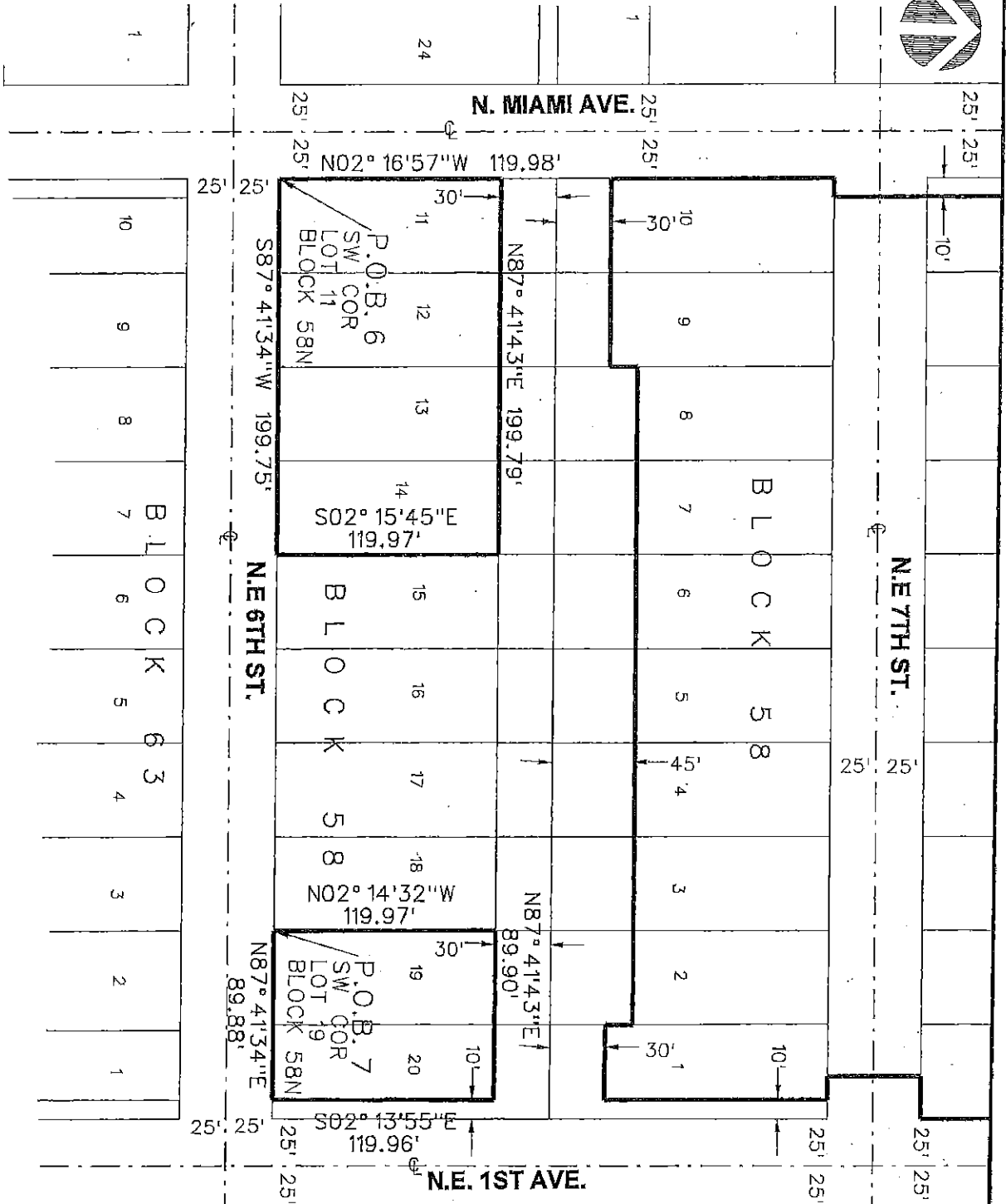
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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLD CENTER



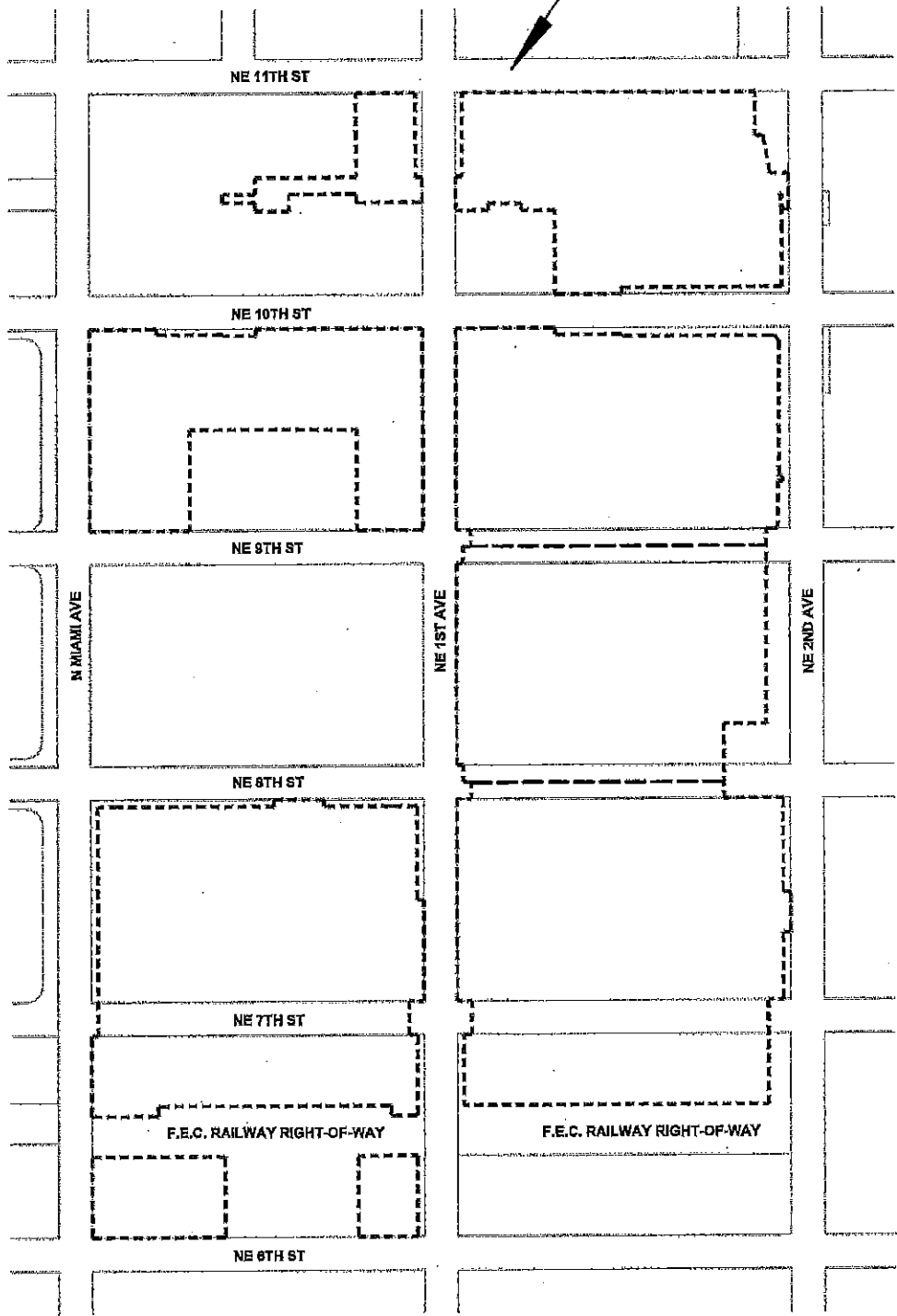
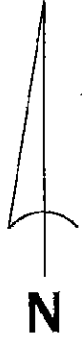
JOB NO.	07139	Project Name:	MIAMI WORLD CENTER	DWG BY:	JSH	SCALE:	1"=80'
				CK'D By:	JEK	DATE:	03/11/2014
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"EXHIBIT C to the Ordinance"

District Boundaries and Geographical Location Sketch

**DISTRICT
BOUNDARIES**



**MIAMI WORLD CENTER
COMMUNITY DEVELOPMENT DISTRICT**

(COMM.0003)

SECTION: 36- 53- 41 / 01- 54- 41

EXHIBIT "C" TO THE ORDINANCE