Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(P)(1)(G)

01-25-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-55-07

RESOLUTION AUTHORIZING THE EXECUTION OF A FOUR-PARTY AGREEMENT AMONG MIAMI-DADE COUNTY, DDR HOMESTEAD LLC, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TURNPIKE ENTERPRISE AND THE CITY OF HOMESTEAD FOR THE RELOCATION OF SW 152 AVENUE (KINGMAN ROAD)

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference; and

WHEREAS, DDR Homestead, LLC, a Foreign Limited Liability (DDR) owns certain real property located at the Northwest corner of the intersection of the Homestead Extension of the Florida Turnpike, a limited access toll road, and SW 312 Street (Campbell Drive) in Homestead, Florida and intends to subdivide the property; and

WHEREAS, DDR is in the process of preparing and obtaining approvals of the subdivision plat of their property; and

WHEREAS, in connection with DDR's proposed development, Miami-Dade County desires to have the existing SW 152 Avenue (Kingman Road) realigned and improved at the sole expense of DDR, with a portion of the realigned Kingman Road to be included in the proposed Plat of DDR Homestead LLC's property as a Miami-Dade County road; and

WHEREAS, the right-of-way for the realigned Kingman Road will consist of that portion of the DDR's property as shown in Exhibit "C" attached hereto, which DDR has agreed

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: January 25, 2007

FROM: Murray A. Greenberg, County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(G)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

to dedicate to Miami-Dade County for this purpose and portions of the existing right-of-way for Kingman Road owned by the Florida Department of Transportation (FDOT) as shown on Exhibit "D" attached hereto which the FDOT has agreed to dedicate to Miami-Dade County for this purpose; and

WHEREAS, the County requested DDR to grant an access easement to ensure continuous vehicular and pedestrian passage from the Kingman Road traffic circle to SW 157 Avenue as shown in Exhibit "E",

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the County Manger to execute the Four-Party Agreement among DDR, the FDOT, the City of Homestead and Miami-Dade County and also to execute the right-of-way deed and access easement for the realigned Kingman Road and accept the maintenance of said road.

The foregoing resolution was offered by Commissioner Sally A. Heyman, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 25th day of January, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Thomas Goldstein

Memorandum

Date: January 25, 2007

Agenda Item No. 8(P)(1)(G)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Execution of a Four-Party Agreement Among Miami-Dade County, DDR Homestead LLC, the State of Florida Department of Transportation Turnpike Enterprise and the City of Homestead for the Relocation of SW 152 Avenue (Kingman Road)

This item was amended at the December 12, 2006, Infrastructure and Land Use Committee meeting to correct a scrivener's error. The correction replaced the word "County" with "City" in the last sentence, second paragraph, of the Background Section of this memorandum.

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the subject resolution authorizing the County Manager to execute the attached Four-party Agreement, with DDR Homestead LLC (DDR), a Foreign Limited Liability, the State of Florida Department of Transportation (FDOT) Turnpike Enterprise and the City of Homestead (City) and approving the acceptance of the right-of-way dedication and access easement for the new alignment of SW 152 Avenue (Kingman Road). The agreement provides for the relocation of a portion of Kingman Road, which is an FDOT owned right-of-way. Said right-of-way is located approximately 325 feet south of the intersection of the existing Kingman Road and SW 307 Street, south to SW 312 Street (Campbell Drive) (See Exhibit "A") to a strip of land owned by DDR located west of the present alignment of SW 152 Avenue (See Exhibit "B").

BACKGROUND

The existing FDOT right-of-way (Exhibit "A"),was dedicated and improved in its present location to ensure continued access for certain properties after the construction of the Homestead Extension of the Florida Turnpike (HEFT). DDR is the property owner and intends to subdivide the land immediately west of the aforementioned FDOT property (See Exhibit "A"). In connection with DDR's proposed development, the County desires to have the existing road realigned.

The proposal is for DDR and FDOT to deed the necessary right-of-way to relocate Kingman Road to the location requested by the County (Exhibit "B"). DDR will then construct the portion of Kingman Road as part of this agreement. The portion of the old alignment not being used will be closed and the existing pavement and other improvements will be removed by DDR, including restoration of the right of way, to meet the level of appearance of the adjacent property. Additionally, DDR will grant the City an access easement which will ensure continuous vehicular and pedestrian passage from Kingman Road traffic circle to SW 157 Avenue (Exhibit "E").

It is therefore recommended as in the best interest of the County that the BCC approve the attached four-party agreement among DDR, FDOT, the City and Miami-Dade County. This agreement will be mutually beneficial to all parties involved.

FISCAL IMPACT

Miami-Dade County will be saving a substantial amount of money by the donation of the subject right-of-way from FDOT and on the cost of the improvements that DDR will build for said road. These savings will greatly offset any future maintenance costs that the County may incur for this road. Furthermore, the new alignment of the aforementioned corridor is necessary to substantially improve traffic flow in the immediate area.

Assistant County Manager

1/10/07
Date

FOUR-PARTY AGREEMENT
REGARDING KINGMAN ROAD (SW 152ND AVENUE)
NORTH OF CAMPBELL DRIVE (SW 312TH STREET)
IN THE CITY OF HOMESTEAD, FLORIDA

THIS AGREEMENT is made this _____day of _____, 2006, by and among the **State of Florida Department of Transportation (Turnpike Enterprise),** an executive agency of the State of Florida, whose address is Turnpike Headquarters, Milepost 263, Florida's Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761, hereinafter referred to as the "DEPARTMENT"; **Miami-Dade County**, a political subdivision of the State of Florida, whose address is 111 NW 1 Street, 16th Floor, Miami, Florida 33128, hereinafter referred to as the "COUNTY"; the **City of Homestead**, hereinafter referred to as the "CITY", a municipal corporation organized and existing under the laws of the State of Florida, whose address is 790 North Homestead Blvd., Homestead, Florida, 33030 and **DDR Homestead LLC**, a Delaware limited liability company, whose address is 3300 Enterprise Parkway, Beachwood, Ohio 44122, hereinafter referred to as "DDR".

WITNESSETH

WHEREAS, DDR owns certain real property located at the Northwest corner of the Homestead Extension of Florida's Turnpike, a limited access toll road (the "HEFT"), and Campbell Drive, in Homestead, Florida (the "DDR Property"), and intends to subdivide the property; and

WHEREAS, the DEPARTMENT owns certain real property adjoining the DDR property, including a road open to the public known as Kingman Road, which was constructed to ensure continued access for certain properties after the construction of the HEFT, and which is located as shown and depicted on Exhibit "A" attached hereto; and

WHEREAS, DDR is in the process of preparing and obtaining approvals of its subdivision plat of the DDR property, to be recorded in the public records of Miami-Dade County, Florida; and

WHEREAS, in connection with DDR's proposed development, the COUNTY desires to have the existing Kingman Road realigned and improved by and at the expense of DDR, with a portion of the realigned Kingman Road to be included in the recorded subdivision plat of the DDR property as a COUNTY road; and

WHEREAS, the DEPARTMENT has reviewed and approved the proposed realignment of Kingman Road, and the proposed change to the existing limited access right-of-way line for the HEFT in order to accommodate the proposed relocated intersection of Campbell Drive and Kingman Road, determining that all such changes are appropriate and will not interfere with the DEPARTMENT'S future potential uses of the property, such as possible future improvements for the HEFT interchange. (The realigned Kingman

Road and future HEFT right-of-way and limited access line are all as shown and depicted on Exhibit "B" attached hereto); and

WHEREAS, the right-of-way for the realigned Kingman Road will consist entirely of (a) that portion of the DDR property as more particularly described in Exhibit "C" attached hereto, which DDR has agreed to donate to the COUNTY for this purpose; and (b) that portion of the existing right-of way for Kingman Road owned by the DEPARTMENT as more particularly described in Exhibit "D" attached hereto; and

WHEREAS, the COUNTY has agreed to accept ownership and the maintenance obligations of said realigned Kingman Road from the City limits of Homestead to SW 312 Street (Campbell Drive) with the consent of the CITY.

NOW, THEREFORE, in consideration of the covenants and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above Recitals are true, correct, and form a material part of this Agreement, and are hereby incorporated by reference and made a part hereof.

2. Conveyance by DDR. DDR shall convey to the COUNTY by Special Warranty Deed, in fee simple, free and clear of all liens and encumbrances, that portion of the right-of-way for the realigned Kingman Road that is more particularly described in the attached Exhibit "C", all subject to a right of reverter in the event that Kingman Road is not realigned and improved as set forth herein.

3. Easement by DDR. DDR shall grant to the CITY an access easement which will ensure continuous vehicular and pedestrian passage from the Kingman Road traffic circle to SW 157th Avenue. The access easement agreement is attached as Exhibit "E" and shall be executed and recorded within 30 days of final plat approval by the City of Homestead.

4. Conveyance by DEPARTMENT. The DEPARTMENT shall simultaneously convey to the COUNTY by Quitclaim Deed the property more particularly described in the attached Exhibit "D", and shall also convey the limited access rights associated with the change to the limited access ("L.A.") right-of-way line for that property more particularly described in the attached Exhibit "F", all subject to a right of reverter in the event that Kingman Road is not realigned and improved as set forth herein.

5. Plat of Subdivision. DDR shall be responsible for the preparation and recording of the plat of the subdivision for the DDR property, so that it is consistent in all relevant respects to the terms and conditions of this Agreement, including but not limited to, the accurate location and depiction of the realigned Kingman Road and the limited access right-of-way line for the HEFT. While the parties acknowledge that the DEPARTMENT is an adjoining property owner and not a party joining in the plat of the subdivision, DDR

or the COUNTY will provide a copy of the plat of the subdivision to the DEPARTMENT for review and comment prior to its approval and recording.

6. Improvements by DDR. DDR shall be responsible for obtaining and complying with all required permits, relocating any utilities, and the otherwise satisfactory completion of construction, and construction engineering and inspection services (CEI), consistent with DEPARTMENT and COUNTY roadway standards and specifications, together with all associated costs, for the realigned and improved Kingman Road. No construction within the areas described in the attached Exhibit "D" shall be commenced prior to the above described conveyances of the right-of-way to the COUNTY. Public access for and along Kingman Road shall remain open and available at all times, with any suitable detours on to DDR property as required for the maintenance of traffic.

7. Post Construction. Upon completion of construction of the realigned Kingman Road, that portion of the DEPARTMENT property no longer making up a part of the right-of-way for Kingman Road will be closed, the pavement will be removed by and at the cost of DDR, and the property will be restored to the condition of the adjacent DEPARTMENT right-of-way. The COUNTY shall be responsible for all maintenance obligations associated with the realigned Kingman Road, a COUNTY owned road.

8. Indemnification. DDR agrees to indemnify, defend, and save and hold harmless the DEPARTMENT, the CITY and the COUNTY from all claims, demands, liabilities, and suits of any nature whatsoever and any appeals, including attorneys' fees and costs, arising out of any act, neglect, or omission by DDR, its contractors, subcontractors, agents or employees, in its performance of this Agreement, or because of, or due to the breach of this Agreement by DDR, its contractors, subcontractors, agents or employees.

9. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

10. Enforcement. Enforcement shall be by action against any parties or person violating or attempting to violate any provision herein.

11. Termination of Agreement. The failure of DDR to obtain the necessary approval of, and to properly record, the plat of the subdivision of the DDR property, and to properly construct the realigned Kingman Road, as a County road, all consistent with the terms and conditions of this Agreement by January 1, 2012 shall result in the termination of this Agreement and all responsibilities of the DEPARTMENT hereunder. Further, in the event of such failure, title to the property or property interests quitclaimed by the DEPARTMENT to the COUNTY shall upon that event automatically revert back to the DEPARTMENT pursuant to the right of reverter contained in that Quitclaim Deed described above and title to the property or property interests deeded by DDR to the COUNTY shall upon that event automatically revert back to DDR pursuant to the right of reverter contained in that Special Warranty Deed described above.

12. Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, only by the written consent of all parties, evidenced by a document that has been fully executed by all parties.

13. Recording. Upon their proper execution, this Agreement, and any modifications or amendments thereto, and the above described deeds to the COUNTY, shall be promptly recorded in the public records of Miami-Dade County, Florida, by DDR and at its expense.

14. Effective Date. This Agreement shall become effective on the date upon which the Agreement has been properly executed by all of the parties hereto.

IN WITNESS WHEREOF, DDR, the COUNTY, and the DEPARTMENT have caused this Agreement to be executed by their duly authorized officers on the dates indicated below.

Signed, sealed and delivered
in the presence of:

Nelson O. Kaadt
Print Name

Spencer Crowley
Print Name

DDR Homestead LLC,
a Delaware limited liability company

By: _____
(Insert Name/title)

Date: 12/4/06

STATE OF ~~OHIO~~ FLORIDA
COUNTY OF ~~CUYAHOGA~~ MIAMI-DADE

The foregoing instrument was acknowledged before me this 4th day of December 2006, by TIMOTHY BRUCE, as Executive Vice Pres. of DDR Homestead LLC, a Delaware limited liability company. He / she is personally known to me.

DIANA PEREZ
Notary Public - State of Florida
My Commission Expires Jul 9, 2007
Commission # DD230304
Bonded By National Notary Assn

Signature of Notary Public

DIANA PEREZ
Name of Notary printed or typed
My commission expires: 7/9/07

MIAMI-DADE COUNTY
BY: Its Board of County Commissioners

By:_____
County Manager

Date:_____

ATTESTED:

By: _____

_____
Clerk

Approved as to form
and legal sufficiency

_____
County Attorney

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me _____day of _____, 2006, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

CITY OF HOMESTEAD
BY: Its Board of City Commissioners

By: _____
City Manager

Date: _____

ATTESTED:

By: _____
_____
Clerk

Approved as to form
and legal sufficiency

_____
City Attorney

STATE OF FLORIDA
CITY OF HOMESTEAD

The foregoing instrument was acknowledged before me _____day of _____, 2006, by Resolution No. _____ of the Board of Commissioners of City of Homestead, Florida.

:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

_____

By: _____
James L. Ely,
Executive Director
Florida Turnpike Enterprise

_____
Print Name

_____

Attest:

_____
Print Name

_____
Elizabeth Decker
Executive Secretary

Legal Review:

_____
Office of the Turnpike General Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____day of _____, 2006, by James L. Ely, Executive Director of the Florida Turnpike Enterprise of the State of Florida Department of Transportation, who is personally known to me.

_____
Signature of Notary Public

_____
Name of Notary printed or typed
My commission expires:

" Exhibit A"

to

FOUR-PARTY AGREEMENT
REGARDING KINGMAN ROAD (SW 152ND AVENUE)
NORTH OF CAMPBELL DRIVE (SW 312TH STREET)
IN THE CITY OF HOMESTEAD, FLORIDA

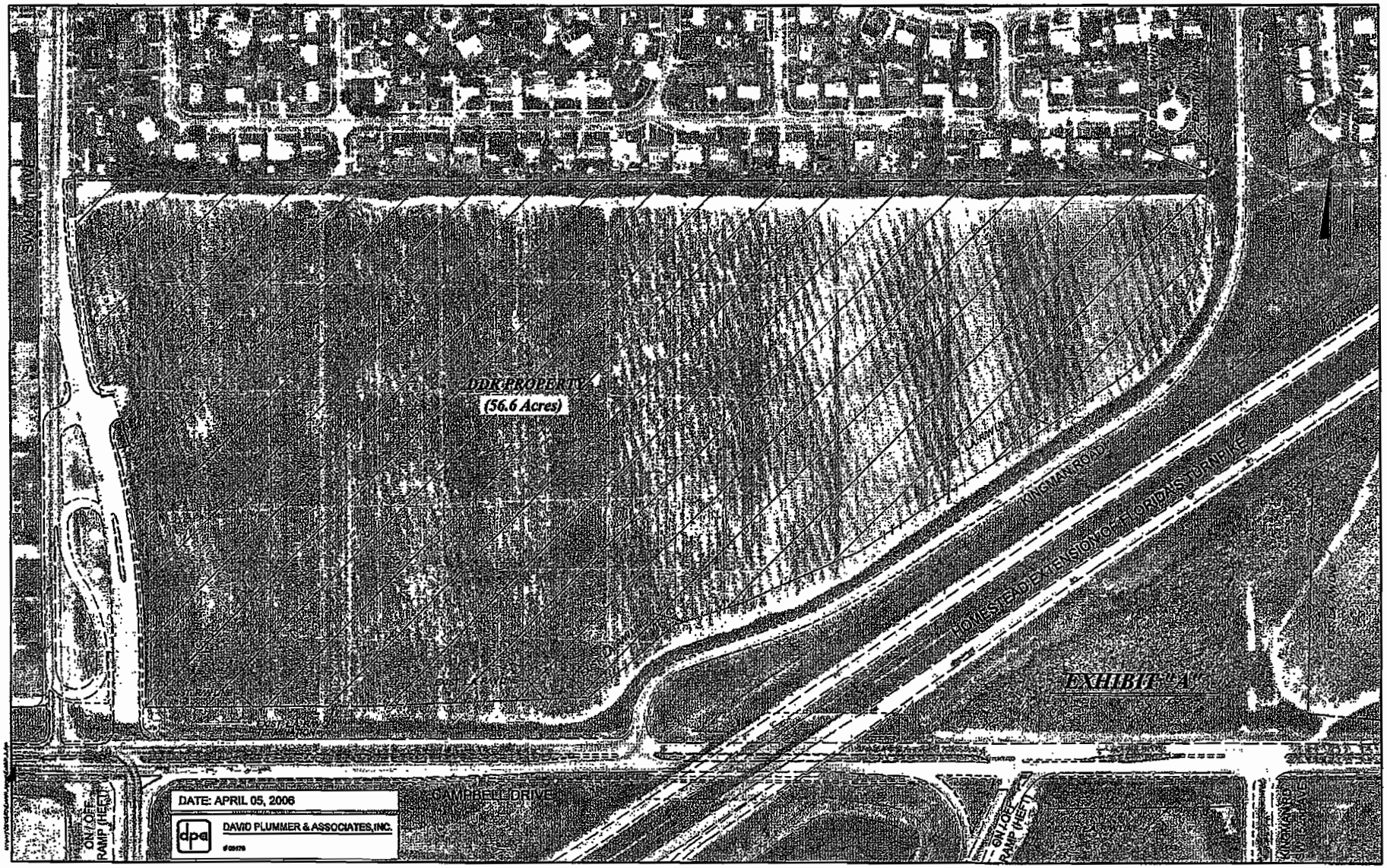
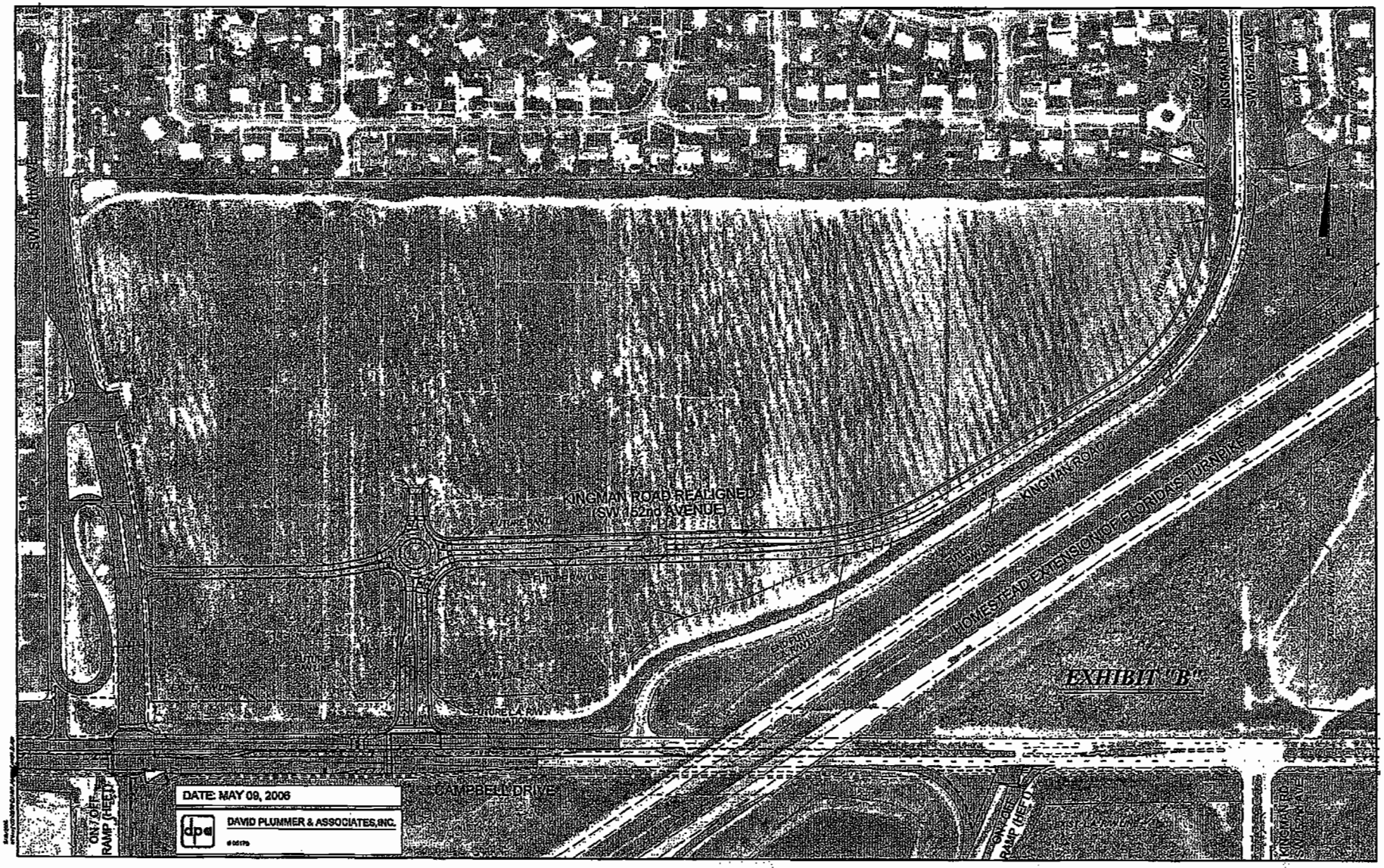

DDK PROPERTY
(56.6 Acres)
SW 137 AVE
KINGMAN ROAD
HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE
CAMPBELL DRIVE
ON / OFF RAMP (WEST)
ON / OFF RAMP (WEST)
DATE: APRIL 05, 2006
DAVID PLUMMER & ASSOCIATES, INC.

EXHIBIT "A"

" Exhibit B"

to

FOUR-PARTY AGREEMENT
REGARDING KINGMAN ROAD (SW 152ND AVENUE)
NORTH OF CAMPBELL DRIVE (SW 312TH STREET)
IN THE CITY OF HOMESTEAD, FLORIDA


KINGMAN ROAD REALIGNED
(SW 152nd AVENUE)
KINGMAN ROAD
HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE
EXHIBIT "B"
CAMPBELL DRIVE
ON / OFF RAMP (HEFT)
DATE: MAY 09, 2006
DAVID PLUMMER & ASSOCIATES, INC.

17

EXHIBIT "B"
HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE
KINGMAN ROAD REALIGNED
SW 152nd AVENUE (EXTENDED)
KINGMAN RD
SW 152nd AVE
SW 162th AVE
CAMPBELL DRIVE
ON / OFF RAMP (HEFT)
FUTURE R/W LINE
BEGIN EXIST. R/W LINE
BEGIN PROP. R/W LINE
FUTURE LANE TERMINATION
DATE: SEPTEMBER 29, 2006
DAVID PLUMMER & ASSOCIATES, INC.
#16020

" Exhibit C"

to

FOUR-PARTY AGREEMENT
REGARDING KINGMAN ROAD (SW 152ND AVENUE)
NORTH OF CAMPBELL DRIVE (SW 312TH STREET)
IN THE CITY OF HOMESTEAD, FLORIDA

EXHIBIT "C"

SKETCH AND LEGAL DESCRIPTION
BY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION #LB3870

LEGAL DESCRIPTION:

A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE NORTH 88°53'07" EAST ON THE SOUTH LINE OF SAID SECTION 9 FOR 739.28 FEET; THENCE NORTH 01°06'53" WEST 100.18 FEET TO A POINT ON THE NORTH LINE OF THE LIMITED ACCESS PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 7653, PAGE 916 OF THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 42°05'29" EAST 38.07 FEET; THENCE NORTH 00°36'07" EAST 90.73 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE EAST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 256.00 FEET AND A CENTRAL ANGLE OF 10°03'01" AN ARC DISTANCE OF 44.91 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE WEST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 135.00 FEET AND A CENTRAL ANGLE OF 10°03'01" AN ARC DISTANCE OF 23.68 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°36'07" EAST 36.41 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WEST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 211.00 FEET AND A CENTRAL ANGLE OF 12°53'43" AN ARC DISTANCE OF 47.49 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWEST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 79°35'17" AN ARC DISTANCE OF 34.73 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTH; THENCE WESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 135.00 FEET AND A CENTRAL ANGLE OF 07°54'40" AN ARC DISTANCE OF 18.64 FEET; THENCE NORTH 10°20'03" WEST 62.59 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWEST, THE RADIUS POINT OF WHICH BEARS NORTH 30°50'18" WEST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 41°15'12" AN ARC DISTANCE OF 100.80 FEET; THENCE NORTH 89°50'54" EAST 60.47 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE EAST, THE RADIUS POINT OF WHICH BEARS NORTH 80°50'12" EAST; THENCE SOUTHERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 212.50 FEET AND A CENTRAL ANGLE OF 02°47'36" AN ARC DISTANCE OF 10.36 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 80°29'52" AN ARC DISTANCE OF 70.25 FEET TO A POINT OF TANGENCY; THENCE NORTH 87°32'55" EAST 831.30 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWEST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 29°39'49" AN ARC DISTANCE OF 310.64 FEET TO A POINT OF TANGENCY; THENCE NORTH 57°53'06" EAST 499.25 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF THE AFOREMENTIONED LIMITED ACCESS PARCEL;

FILE: DEVELOPERS DIVERSIFIED REALTY	SHEET 1 OF 5
SCALE: N/A	
ORDER NO.: 49349C	
DATE: 04/07/06 REV 05/12/06	
EXHIBIT "C"	
HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA	
FOR: HOMESTEAD PAVILION	

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 5

John F. Pulice, Reg. Land Surveyor #2691
Beth Burns, Reg. Land Surveyor #6136
State of Florida

SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION #LB3870

THENCE SOUTH 55°35'29" WEST ON SAID NORTHWESTERLY LINE 705.01 FEET; THENCE SOUTH 65°26'06" WEST 42.68 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE NORTH, THE RADIUS POINT OF WHICH BEARS NORTH 10°26'08" WEST; THENCE WESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 670.00 FEET AND A CENTRAL ANGLE OF 07°59'03" AN ARC DISTANCE OF 93.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°32'55" WEST 798.67 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEAST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 86°56'48" AN ARC DISTANCE OF 121.40 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°36'07" WEST 200.66 FEET; THENCE SOUTH 43°44'46" EAST 31.06 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE AFOREMENTIONED LIMITED ACCESS PARCEL; THENCE SOUTH 86°54'55" WEST ON SAID NORTH LINE 127.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 121,060 SQUARE FEET, 2.7792 ACRES.

NOTES:

1) BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 9 BEING N88°53'07"E.
2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4) O.R.B. DENOTES: OFFICIAL RECORDS BOOK.
5) Δ DENOTES: CENTRAL ANGLE.

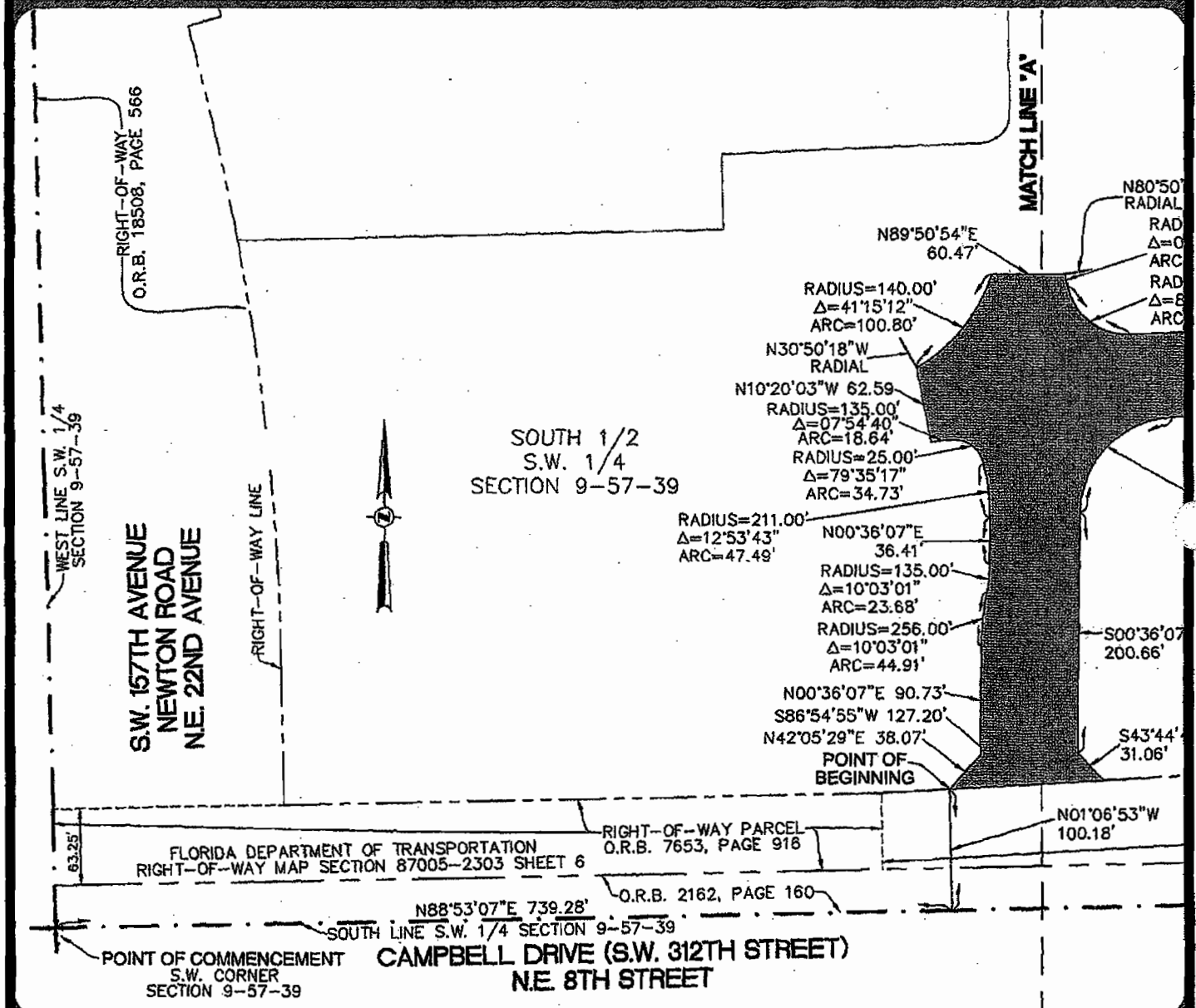
FILE: DEVELOPERS DIVERSIFIED REALTY	SHEET 2 OF 5
SCALE: N/A	
ORDER NO.: 49349C	
DATE: 04/07/06 REV 05/12/06	
EXHIBIT "C"	
HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA	
FOR: HOMESTEAD PAVILION	

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 5

EXHIBIT "C"

SKETCH AND LEGAL DESCRIPTION
BY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION #LB3870



FILE: DEVELOPERS DIVERSIFIED REALTY	SHEET 3 OF 5
SCALE: 1"=120'	
ORDER NO.: 49349C	
DATE: 04/07/06 REV 05/12/06	
EXHIBIT "C"	
HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA	
FOR: HOMESTEAD PAVILION	

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 5

EXHIBIT "C"

SKETCH AND LEGAL DESCRIPTION
BY

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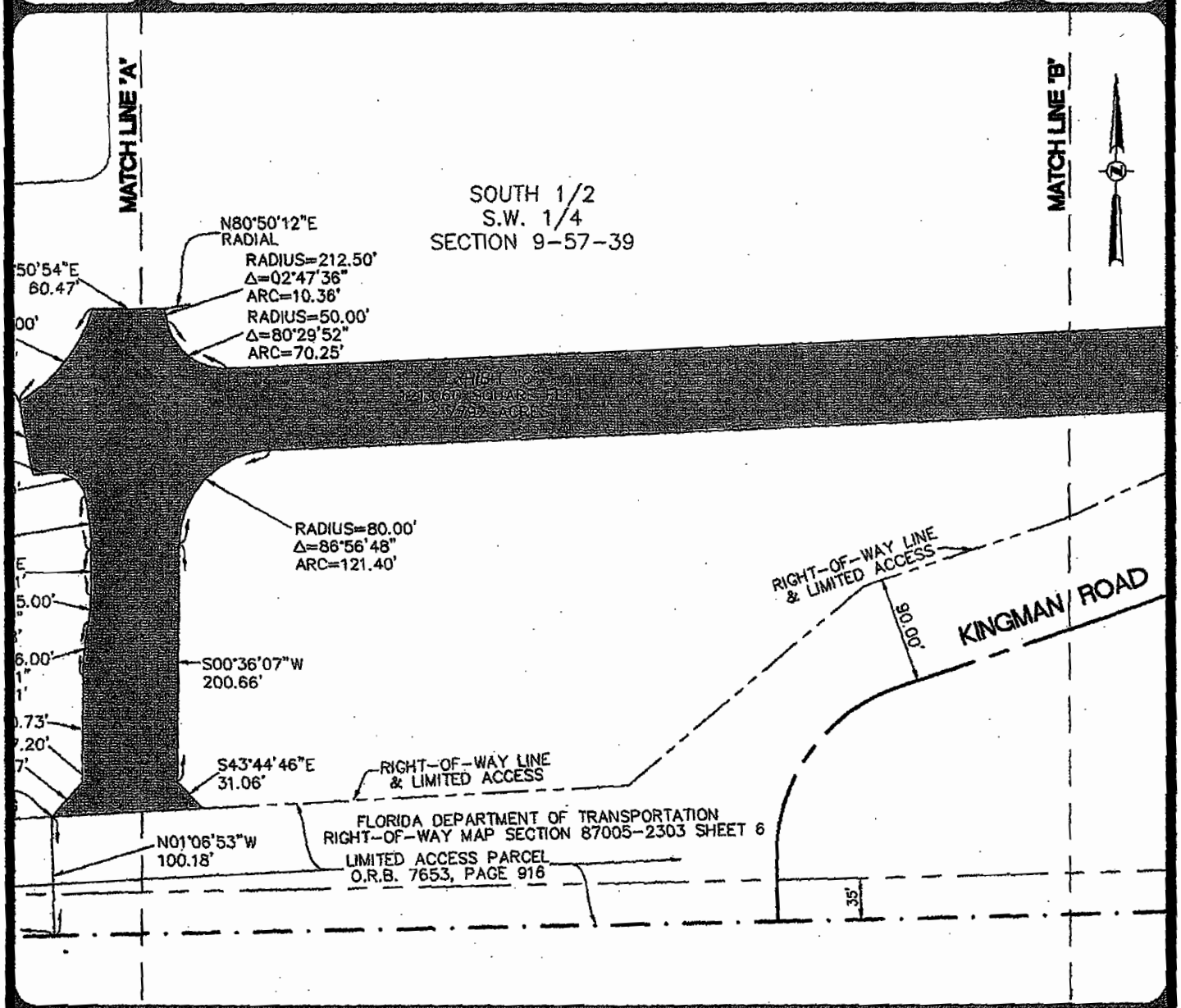
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION #LB3870



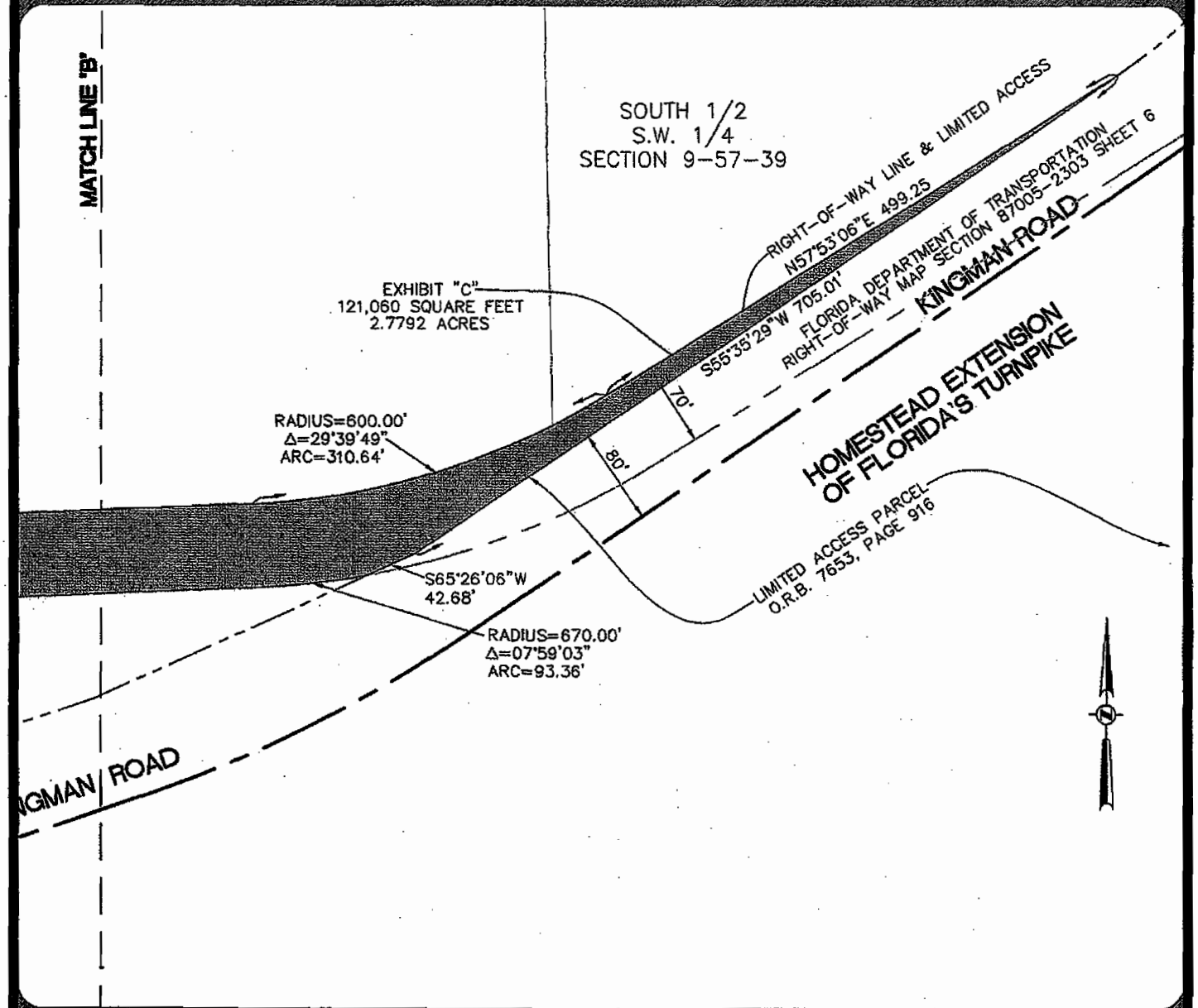
FILE: DEVELOPERS DIVERSIFIED REALTY	SHEET 4 OF 5
SCALE: 1"=120'	
ORDER NO.: 49349C	
DATE: 04/07/06 REV 05/12/06	
EXHIBIT "C"	
HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA	
FOR: HOMESTEAD PAVILION	

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 5

EXHIBIT "C"

SKETCH AND LEGAL DESCRIPTION
BY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION #LB3870



FILE: DEVELOPERS DIVERSIFIED REALTY
SCALE: 1"=120'
ORDER NO.: 49349C
DATE: 04/07/06 REV 05/12/06
EXHIBIT "C"
HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA
FOR: HOMESTEAD PAVILION

SHEET 5 OF 5

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 5

" Exhibit D"

to

FOUR-PARTY AGREEMENT
REGARDING KINGMAN ROAD (SW 152ND AVENUE)
NORTH OF CAMPBELL DRIVE (SW 312TH STREET)
IN THE CITY OF HOMESTEAD, FLORIDA

EXHIBIT "D"

SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION #LB3870

LEGAL DESCRIPTION:

A PORTION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 88°40'26" EAST ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 9 FOR 35.00 FEET; THENCE SOUTH 01°51'58" EAST 19.91 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWEST; THENCE SOUTH-WESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 59°45'03" AN ARC DISTANCE OF 625.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH 57°53'05" WEST 512.91 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWEST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 670.00 FEET AND A CENTRAL ANGLE OF 21°40'47" AN ARC DISTANCE OF 253.52 FEET; THENCE NORTH 65°26'06" EAST 42.68 FEET; THENCE NORTH 55°35'29" EAST 705.01 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWEST; THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 492.96 FEET AND A CENTRAL ANGLE OF 57°27'27" AN ARC DISTANCE OF 494.35 FEET; THENCE NORTH 00°58'26" EAST 70.30 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 88°43'27" EAST ON SAID NORTH LINE 78.55 FEET TO THE POINT OF BEGINNING.
CONTAINING 94,727 SQUARE FEET, 2.1746 ACRES.

NOTES:

1) BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9 BEING N88°43'27"E.
2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4) O.R.B. DENOTES: OFFICIAL RECORDS BOOK.
5) Δ DENOTES: CENTRAL ANGLE.

FILE: DEVELOPERS DIVERSIFIED REALTY	SHEET 1 OF 3
SCALE: N/A	
ORDER NO.: 49349D	
DATE: 04/07/06 REV. 04/21/06	
EXHIBIT "D"	
HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA	
FOR: HOMESTEAD PAVILION	

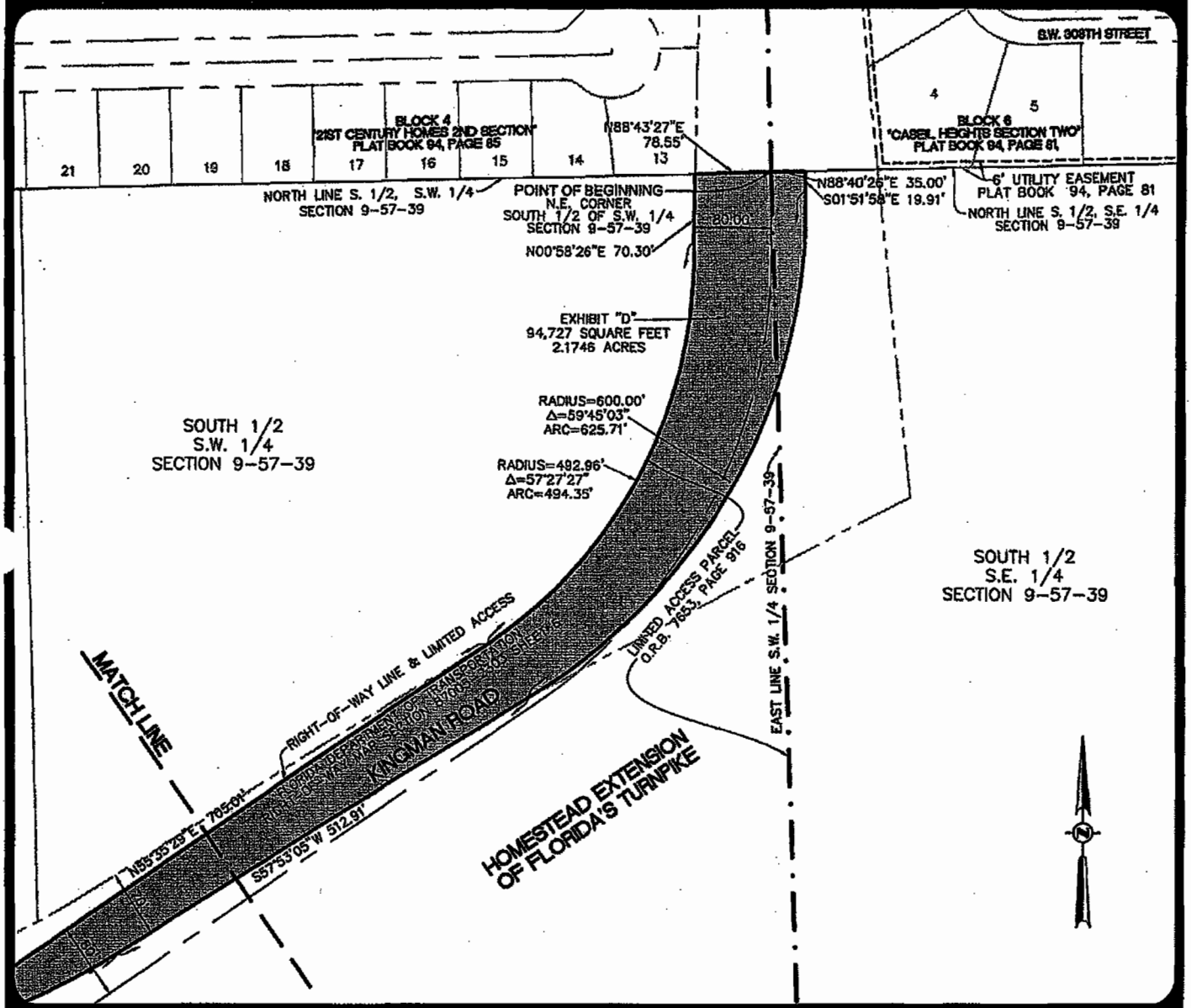
THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 3

John F. Pulice, Reg. Land Surveyor #2691
Beth Burns, Reg. Land Surveyor #6136
State of Florida

EXHIBIT "D"

SKETCH AND LEGAL DESCRIPTION
BY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION #LB3870



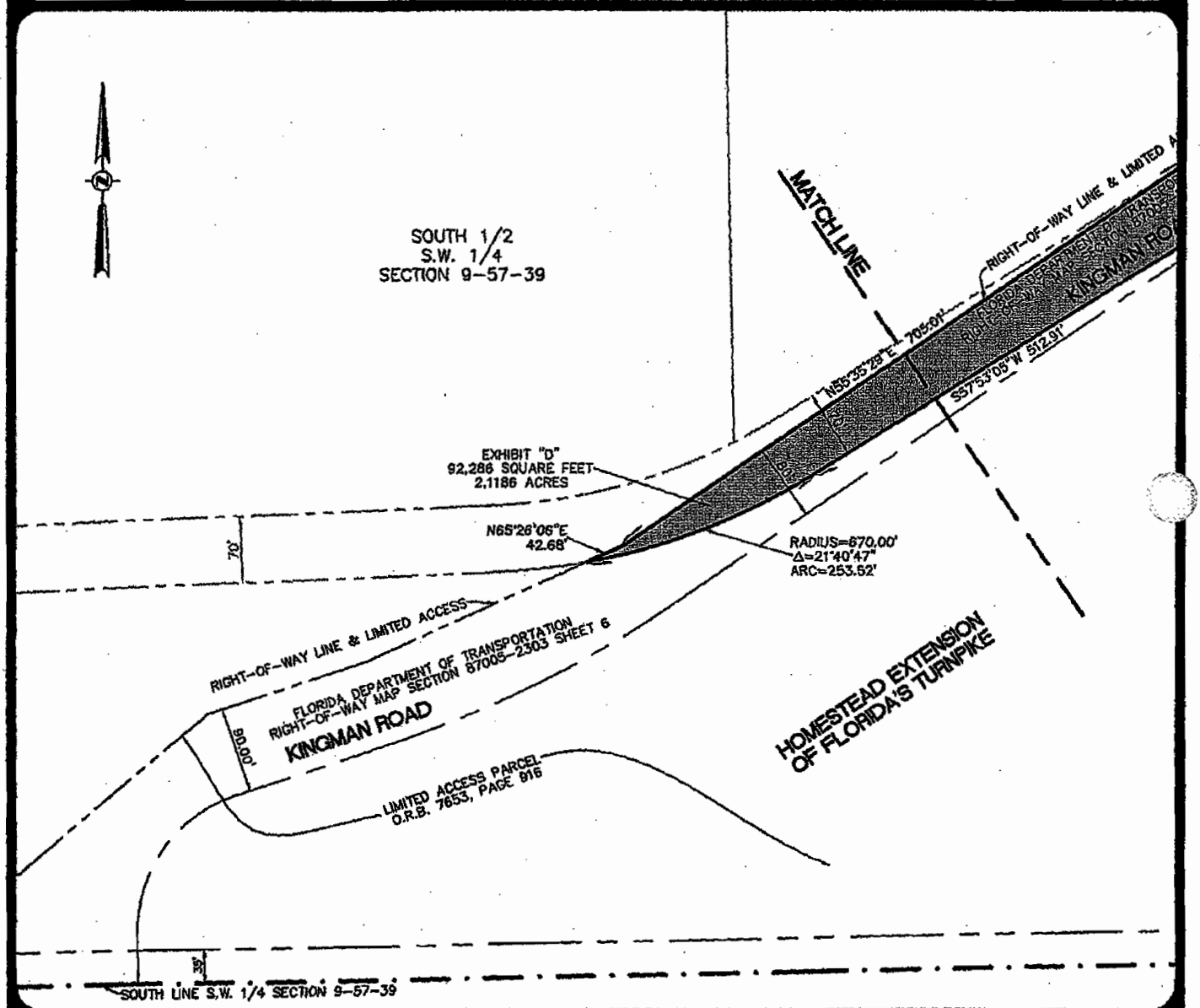
FILE: DEVELOPERS DIVERSIFIED REALTY	SHEET 2 OF 3
SCALE: 1"=150'	THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 3
ORDER NO.: 49349D	
DATE: 04/07/06 REV. 04/21/06	
EXHIBIT "D"	
HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA	
FOR: HOMESTEAD PAVILION	

EXHIBIT "D"

SKETCH AND LEGAL DESCRIPTION
BY

PULICE LAND SURVEYORS, INC.

6381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION #LB3870



FILE: DEVELOPERS DIVERSIFIED REALTY	SHEET 3 OF 3
SCALE: 1"=150'	THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 3
ORDER NO.: 49349D	
DATE: 04/07/06 REV. 04/21/06	
EXHIBIT "D"	
HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA	
FOR: HOMESTEAD PAVILION	

" Exhibit E"

to

FOUR-PARTY AGREEMENT
REGARDING KINGMAN ROAD (SW 152ND AVENUE)
NORTH OF CAMPBELL DRIVE (SW 312TH STREET)
IN THE CITY OF HOMESTEAD, FLORIDA

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of the ____ day of _____, 200___, by and between **DDR HOMESTEAD LLC**, a Delaware limited liability company ("Owner"), having an address at 3300 Enterprise Parkway, Beachwood, Ohio 44122, Attention: General Counsel, and **CITY OF HOMESTEAD**, a _____ ("Homestead"), having an address at _____, (collectively the "Parties").

RECITALS:

WHEREAS, Owner owns certain real property described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Owner and Homestead desire to enter into this Agreement for the purpose of establishing an access easement over a portion of Premises (the "Easement Area") for the benefit of the public;

NOW, THEREFORE, for good and valuable consideration~ including the recitals and mutual promises, covenants and agreements herein contained~ the receipt and sufficiency of which are , hereby acknowledged~ the Parties hereby agree as follows:

1. REAL PROPERTY SUBJECT TO THIS AGREEMENT. The Premises, and each future owner of land within the Premises, and their respective "Permittees" (as hereinafter defined), shall be subject to and bound by this Agreement. The term "Permittees" as used in this Agreement shall refer to and include all owners~ tenants, subtenants, licensees, concessionaires, and occupants of any portion of the Premises, and all of their respective officers, directors, employees, agents, contractors, customers, visitors and invitees, and their respective successors and assigns.

2. EASEMENT.

a. Grant of Easement. Owner hereby grants to Homestead, for the benefit of public use, in common with all others entitled to use the same, a nonexclusive, perpetual easement for the use by the public of the Easement Area legally described on Exhibit B attached hereto to provide vehicular and pedestrian passage, ingress and egress to and from the Premises.

b. Maintenance of Improvements in the Easement Area; Construction of Improvements in the Easement Area. Subject to the terms and conditions of this Agreement, the improvements constructed by Owner in the Easement Area shall be maintained by Owner at its cost and expense, including but not limited to any necessary cleaning thereof. No building or other improvements of any kind, except as may be required to comply with legal requirements, shall be constructed or erected within the Easement Area~ except for the installation of improvements that shall not (i) impede or interfere with the free flow of vehicular and pedestrian traffic on the Easement Area, or (ii) reduce the utilization of the Easement Area, except for temporary periods during the construction or installation *of* such improvements, but provided that access shall be maintained in any event.

3. COVENANTS RUNNING WITH THE LAND.

a. Binding Nature. Each and every covenant, easement and right made, granted or assumed by the Parties shall be an equitable servitude on the Premises appurtenant to and for the benefit of the Easement Area. Every obligation of this Agreement shall run with the land and shall be binding upon Owner making or assuming such obligation and such any successors and assigns and shall inure to the benefit of the other Parties hereto and its successors and signs.

b. Successors and Assigns. As used herein, the term Owner shall refer to Owner named herein and his. her or its heirs, executors, administrators, successors and assigns, including specifically, any transferee of any part of the Premises who shall automatically, by acceptance of the title of such any real property, be deemed to be a successor Owner, and to have assumed all obligations hereof relating thereto and thereafter accruing. Each transferee shall be deemed to have assumed the obligations accruing after such transfer imposed on such transferor and such transferor shall upon the completion of such transfer be relieved of all future liability that accrues with respect to the portion of the Premises so conveyed.

4. AMENDMENTS. This Agreement may be amended. modified, terminated or waived (in whole or in part) only by a declaration or agreement in writing, executed and acknowledged between the Parties and duly recorded in the office of the County Recorder where the Premises are located.

5. INDEMNIFICATION. The Parties each hereby indemnify and agree to defend and hold the other and its Permittees harmless from and against all liabilities, damages, claims, costs and expenses whatsoever (including reasonable attorneys' fees and court costs) arising out of or in connection with the negligent actions or omissions of the indemnifying party or the breach of the indemnifying party's obligations hereunder. Notwithstanding anything to the contrary in this Agreement providing for one party's indemnification of the other party, in any such case same shall mean that the indemnifying party shall assume the liability for, defend with counsel selected by the indemnifying party (but reasonably acceptable to the indemnified party) and at the indemnifying party's cost and/or its insurer's cost, hold the indemnified party harmless from and against any such claim, demand or liability. The indemnifying party shall have the full and sole right to control, settle, and/or compromise any claims, demands, liabilities, penalties, losses, expenses, damages, costs, causes of action, or any other matters for which it so assumes the liability.

6. NO PARTNERSHIP. The Parties are to conduct and operate their business in and upon the Premises independently and nothing herein contained shall be construed as a partnership agreement or as to constitute the Parties as partners with respect to the conduct and operation of the Premises or to establish a principal and agent relationship between the Parties or to constitute or be a joint venture.

7. NOTICES. All notices and demands herein required shall be in writing and shall be deemed properly given if personally delivered or if sent by nationally recognized overnight courier or by registered or certified mail, return receipt requested, addressed to the Parties at the addresses provided above. The Parties may change the address to which notices to it are to be sent by notice to the other. Every notice and demand shall be deemed to have been given: (a) when personally delivered; (b) on the next business day if sent by nationally recognized overnight courier; or (c) three (3) days after it shall have been deposited by registered or certified mail, properly addressed as aforesaid, postage prepaid, in the United States mail.

8. PERPETUITIES. If any of the privileges, easements, restrictions, covenants or rights created by this Agreement shall be unlawful or void for violation of any rule against perpetuities or any analogous statutory provision or any rule restricting restraints on alienation or any other statutory or common law rules imposing time limitations, then such provision shall continue in effect only for twenty-one (21) years after the death of the survivor of the now living descendants of former President William J. Clinton or President George W. Bush.

9. MISCELLANEOUS. Each Exhibit referenced herein and is attached hereto and is incorporated herein by such reference as if fully rewritten herein. This Agreement may be executed in anyone or more counterparts, each of which, when so executed, shall be deemed an original, and all such counterparts together shall constitute the same instrument. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against either of the Parties. This Agreement and the exhibits hereto contain the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in their entirety by this Agreement. The Agreement is deemed to be fully executed in the State of Florida and the venue for any action to enforce the Agreement shall be in the Miami-Dade County, Florida.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

CITY OF HOMESTEAD

By: _____
Printed Name: _____
Its: _____

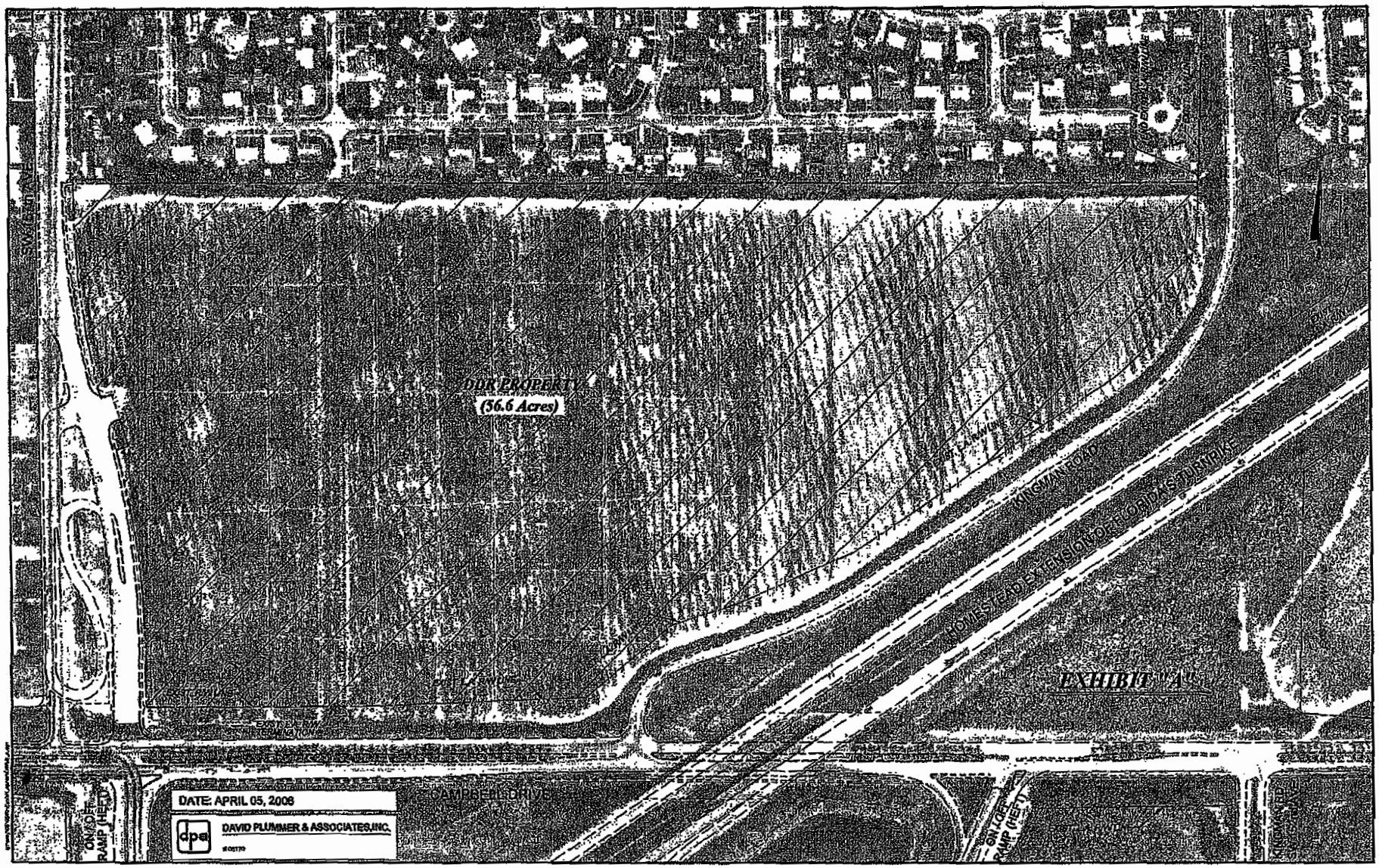
DDR HOMESTEAD LLC

By: _____
Printed Name: _____
Its: _____

"EXHIBIT A"

to

ACCESS EASEMENT AGREEMENT


DDR PROPERTY
(56.6 Acres)
KINGMAN ROAD
HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE
EXHIBIT "A"
CAMPBELL DRIVE
ON/OFF RAMP (HEFT)
ON/OFF RAMP (HEFT)
DATE: APRIL 05, 2006
DAVID PLUMMER & ASSOCIATES, INC.

"EXHIBIT B"

to

ACCESS EASEMENT AGREEMENT

SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION #LB3870

LEGAL DESCRIPTION: INGRESS/EGRESS EASEMENT

A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH 01°20'53" WEST ON THE WEST LINE OF SAID SOUTHWEST 1/4 FOR 98.25 FEET; THENCE NORTH 88°53'07" EAST 192.03 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 157TH AVENUE; THENCE NORTH 01°06'53" WEST ON SAID RIGHT-OF-WAY LINE 125.99 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WEST; THENCE NORTHERLY ON SAID RIGHT-OF-WAY LINE AND ON THE ARC OF SAID CURVE, WITH A RADIUS OF 2,008.50 FEET AND A CENTRAL ANGLE OF 04°11'02" AN ARC DISTANCE OF 146.66 FEET; THENCE NORTH 84°43'55" EAST ON A RADIAL LINE 5.00 FEET TO THE POINT OF BEGINNING, A POINT ON THE ARC OF A CONCENTRIC CURVE, CONCAVE WEST; THENCE NORTHERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 2013.50 FEET AND A CENTRAL ANGLE OF 01°05'47" AN ARC DISTANCE OF 38.53 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE NORTH, THE RADIUS POINT OF WHICH BEARS NORTH 16°38'00" EAST; THENCE EASTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 34.50 FEET AND A CENTRAL ANGLE OF 18°02'12" AN ARC DISTANCE OF 10.86 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°43'23" EAST 348.22 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTH; THENCE EASTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 599.50 FEET AND A CENTRAL ANGLE OF 14°37'03" AN ARC DISTANCE OF 152.95 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTH; THENCE EASTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 199.50 FEET AND A CENTRAL ANGLE OF 07°12'06" AN ARC DISTANCE OF 25.08 FEET; THENCE SOUTH 10°20'03" EAST 36.30 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTH, THE RADIUS POINT OF WHICH BEARS SOUTH 07°37'44" EAST; THENCE WESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 149.50 FEET AND A CENTRAL ANGLE OF 08°15'57" AN ARC DISTANCE OF 21.57 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTH; THENCE WESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 632.50 FEET AND A CENTRAL ANGLE OF 14°37'03" AN ARC DISTANCE OF 161.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°43'23" WEST 340.23 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTH; THENCE WESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 34.50 FEET AND A CENTRAL ANGLE OF 26°55'32" AN ARC DISTANCE OF 16.21 FEET TO THE POINT OF BEGINNING.
CONTAINING 17,797 SQUARE FEET, 0.4086 ACRES.

NOTES:

1) BEARINGS ARE BASED ON THE WEST LINE OF THE S.W. 1/4 OF SECTION 9 BEING N01°20'53"W.
2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4) O.R.B. DENOTES: OFFICIAL RECORDS BOOK.
5) Δ DENOTES: CENTRAL ANGLE.

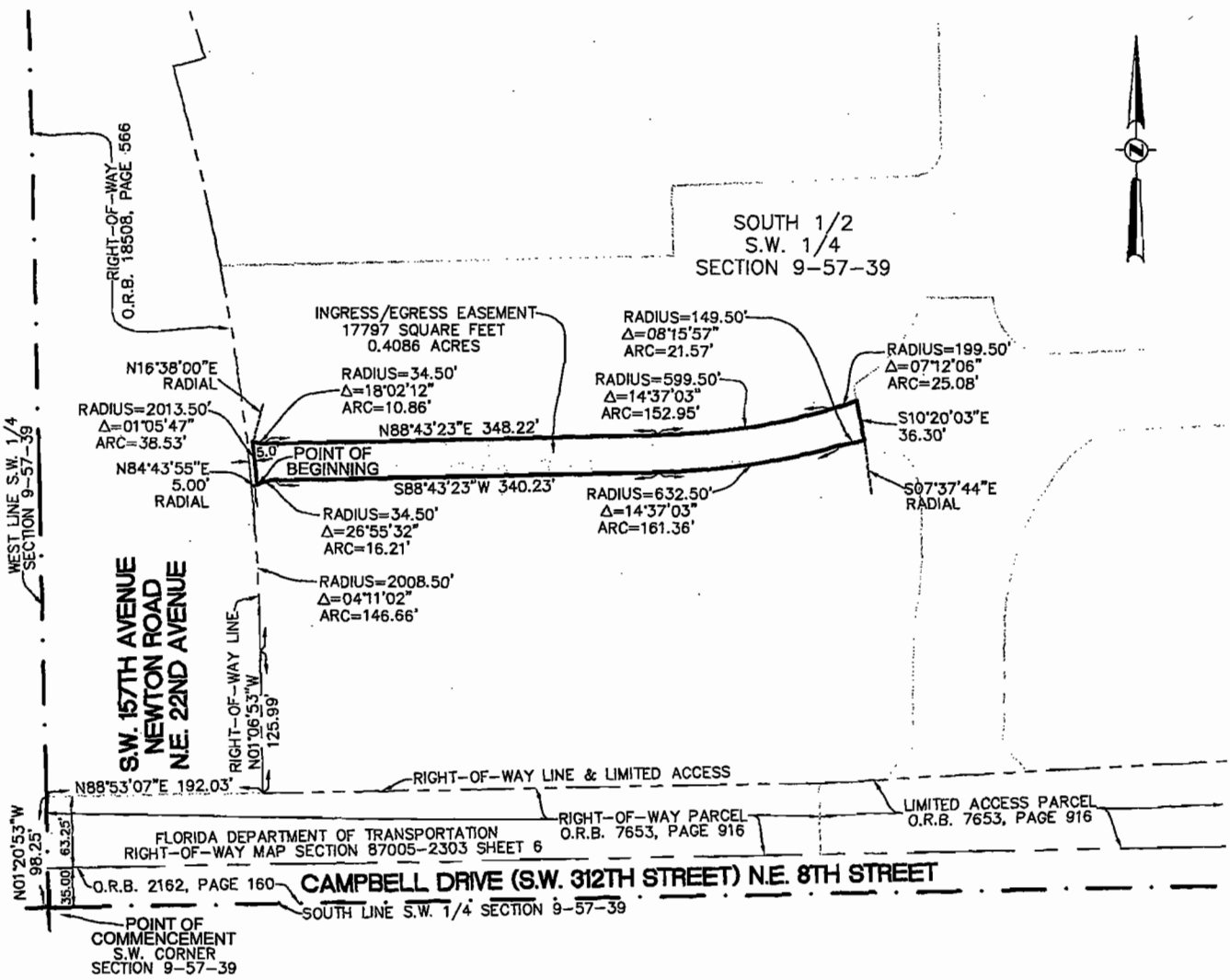
FILE: DEVELOPERS DIVERSIFIED REALTY
SCALE: N/A
ORDER NO.: 50139
DATE: 04/06/06 REV. 09/27/06, 10/02/06
INGRESS/EGRESS EASEMENT
HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA
FOR: HOMESTEAD PAVILION

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

John F. Pulice, Reg. Land Surveyor #2691
Beth Burns, Reg. Land Surveyor #6136
State of Florida

SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION #LB3870



FILE: DEVELOPERS DIVERSIFIED REALTY
SCALE: 1"=150'
ORDER NO.: 50139
DATE: 04/06/06 REV. 09/27/06, 10/02/06
INGRESS/EGRESS EASEMENT
HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA
FOR: HOMESTEAD PAVILION

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

" Exhibit F"

to

FOUR-PARTY AGREEMENT
REGARDING KINGMAN ROAD (SW 152ND AVENUE)
NORTH OF CAMPBELL DRIVE (SW 312TH STREET)
IN THE CITY OF HOMESTEAD, FLORIDA

EXHIBIT "F"

SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION #LB3870

LEGAL DESCRIPTION: LIMITED ACCESS LINE

A PORTION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 88°40'26" EAST ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 9 FOR 35.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°51'58" EAST 19.91 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWEST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 59°45'03" AN ARC DISTANCE OF 625.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH 57°53'05" WEST 512.91 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWEST; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 670.00 FEET AND A CENTRAL ANGLE OF 21°40'47" AN ARC DISTANCE OF 253.52 FEET; THENCE SOUTH 65°26'06" WEST 249.01 FEET; THENCE SOUTH 71°23'07" WEST 175.84 FEET; THENCE SOUTH 49°39'41" WEST 259.42 FEET; THENCE SOUTH 86°54'55" WEST 357.50 FEET TO THE POINT OF TERMINATION.

NOTES:

1) BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9 BEING N88°43'27"E.
2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4) O.R.B. DENOTES: OFFICIAL RECORDS BOOK.
5) Δ DENOTES: CENTRAL ANGLE.
6) ~~~~ DENOTES: NON-VEHICULAR ACCESS LINE.

FILE: DEVELOPERS DIVERSIFIED REALTY
SCALE: N/A
ORDER NO.: 49349F
DATE: 04/07/06 REV. 04/27/06
EXHIBIT "F"
HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA
FOR: HOMESTEAD PAVILION

SHEET 1 OF 3

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 3.

John F. Pulice, Reg. Land Surveyor #2691
Beth Burns, Reg. Land Surveyor #6136
State of Florida

EXHIBIT "F"

SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
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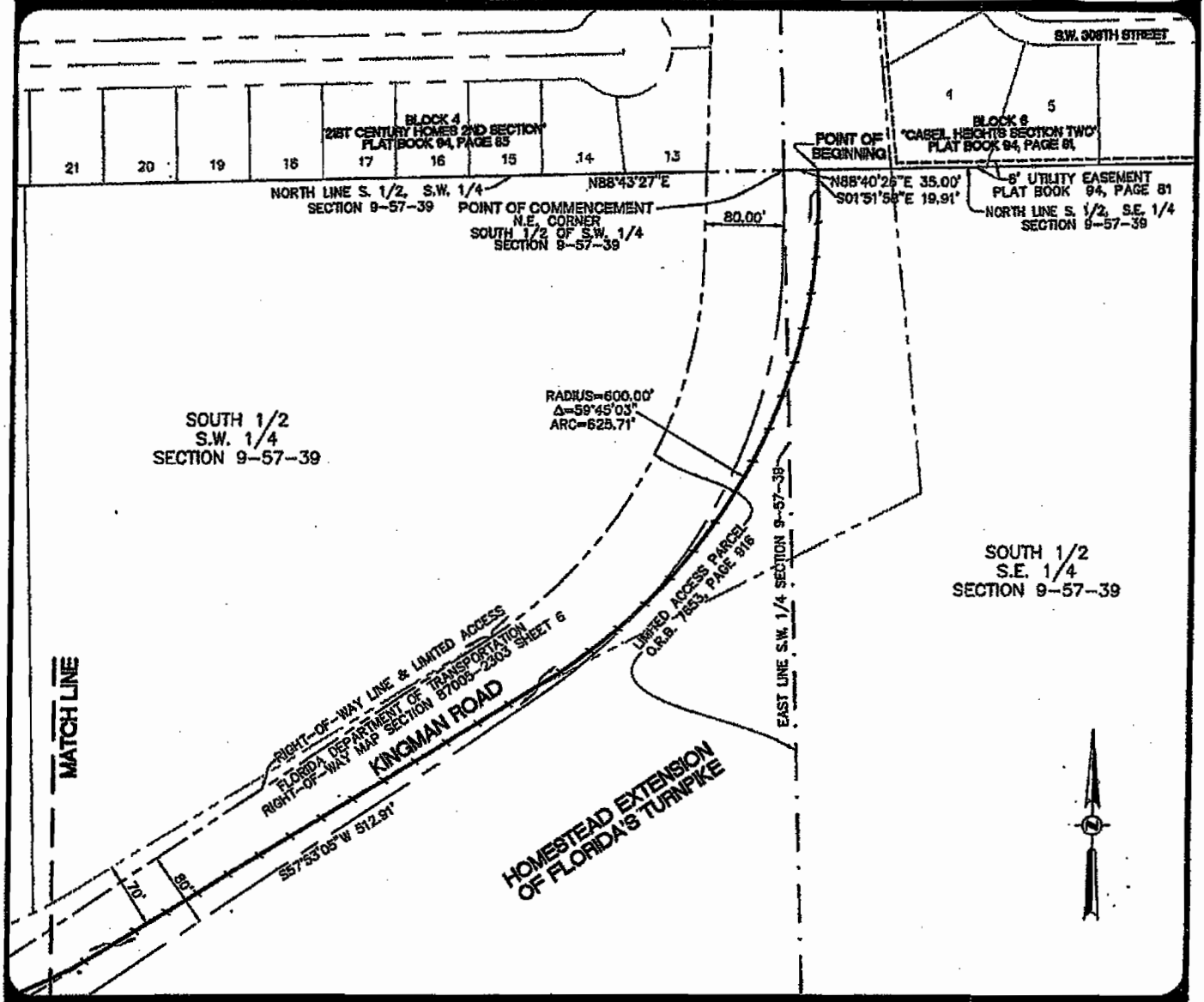

FILE: DEVELOPERS DIVERSIFIED REALTY
SCALE: 1"=150'
ORDER NO.: 49349F
DATE: 04/07/06 REV. 04/27/06
EXHIBIT "F"
HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA
FOR: HOMESTEAD PAVILION

SHEET 2 OF 3

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 3

EXHIBIT "F"

SKETCH AND LEGAL DESCRIPTION
BY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
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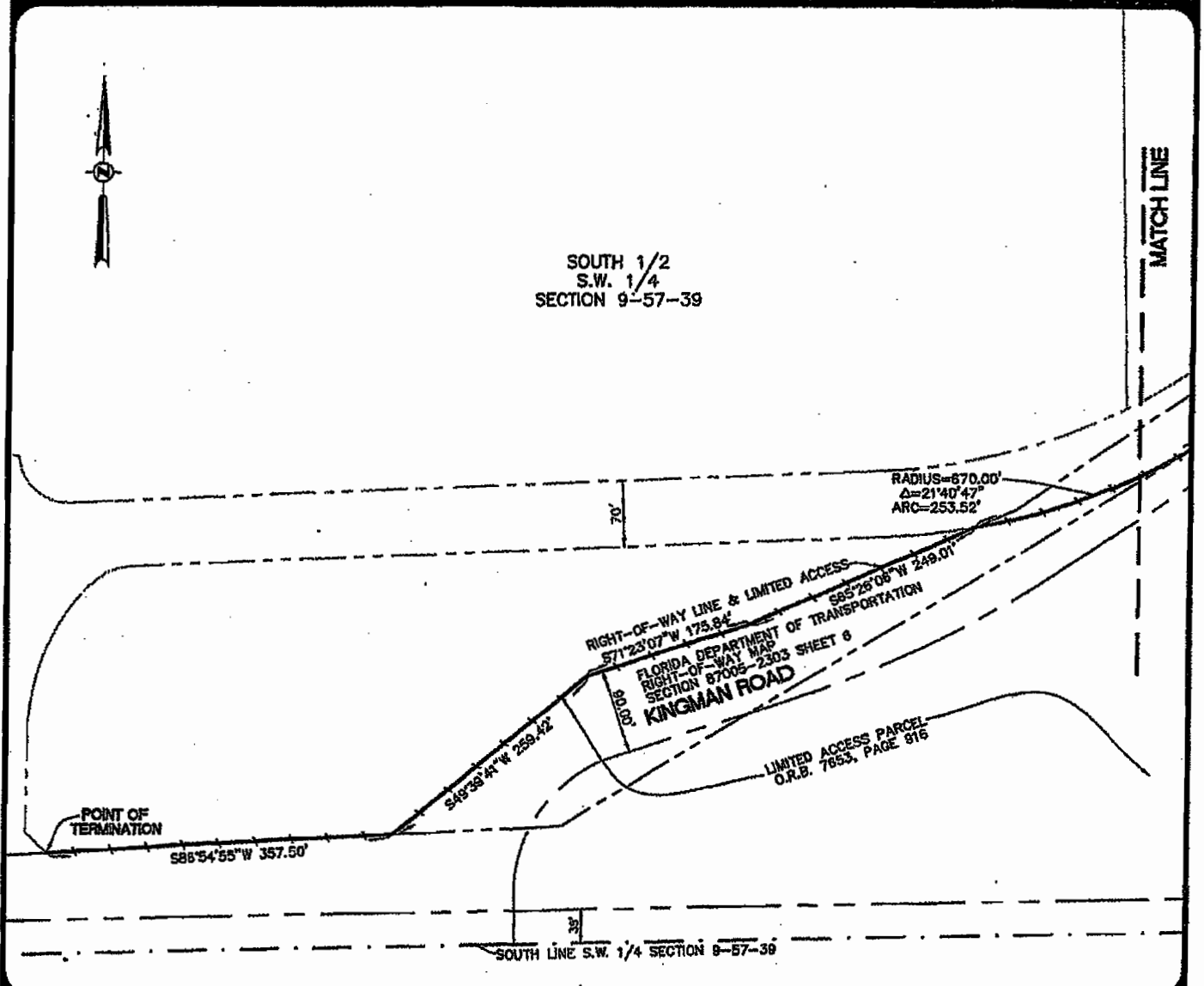

FILE: DEVELOPERS DIVERSIFIED REALTY	SHEET 3 OF 3
SCALE: 1"=150'	THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 3
ORDER NO.: 49349F	
DATE: 04/07/06 REV. 04/27/06	
EXHIBIT "F"	
HOMESTEAD, MIAMI-DADE COUNTY, FLORIDA	
FOR: HOMESTEAD PAVILION	



42

EXHIBIT "G"

SW 157 AVENUE - SW 152 AVENEUE
AND SW 312 ST - CAMPBELL DRIVE

Right of Way ision

MIAMI-DADE COUNTY

NORTH

MIAMI-DADE PWD