

MEMORANDUM

Agenda Item No. 8(N)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: April 5, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving (1) a Development Agreement between Miami-Dade County and Miami A/I Commercial Association Holdings, LLC; (2) an Access, Temporary Construction, Drainage, and Utility Easements Agreement between Miami-Dade County and Miami A/I, LLC, Miami A/I Commercial Association Holdings, LLC, MWC Retail, LLC, and MWC Garage, LLC; and (3) a Sub-Surface Utility Easement Agreement between MWC Garage, LLC and Miami-Dade County; and further authorizing the County Mayor to execute all agreements and exercise all provisions contained therein

Resolution No. R-324-22

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.



Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum



Date: April 5, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Approving a Development Agreement between Miami-Dade County and Miami A/I Commercial Association Holdings, LLC, an Easements Agreement between Miami-Dade County and Miami A/I, LLC, Miami A/I Commercial Association Holdings, LLC, MWC Retail, LLC, and MWC Garage, LLC, and a Sub-Surface Utility Easement Agreement between Miami-Dade County and MWC Garage, LLC

Recommendation

It is recommended that the Board of County Commissioners (Board) approve: (1) the Development Agreement between Miami-Dade County (County) and Miami A/I Commercial Association Holdings, LLC; (2) the Access, Temporary Construction, Drainage and Utility Easements Agreement between the County and Miami A/I, LLC, Miami A/I Commercial Association Holdings, LLC, MWC Retail, LLC, and MWC Garage, LLC; and (3) the Sub-Surface Utility Easement Agreement between MWC Garage, LLC and the County. The agreements are attachments to this item.

Scope

The property is located in Commission District 3, which is represented by Commissioner Keon Hardemon. However, the impact of the proposed agreements is Countywide in nature.

Delegated Authority

This item authorizes the County Mayor or the County Mayor’s designee to execute the Development Agreement and easement agreements and to exercise all provisions contained therein, including, but not limited to, the right to:

- a) Review and approve documents, plans, applications, assignments, and requests required or allowed by Miami A/I Commercial Association Holdings, LLC to be submitted to the County pursuant to the Development Agreement;
- b) Consent to actions, events, and undertakings by Miami A/I Commercial Association Holdings, LLC for which consent is required by the County;
- c) Make appointments of individuals or entities required to be appointed or designated by the County in the agreements;
- d) Execute non-disturbance agreements and issue estoppel statements;
- e) Execute any and all documents on behalf of the County necessary or convenient to the forgoing approvals, consents, appointments and agreements;

- f) Execute on behalf of the County consents, applications, or other documents needed to comply with applicable regulatory procedures and secure permits or other approvals needed to accomplish the construction of any and all improvements contemplated by the subject agreements;
- g) Execute on behalf of the County a reasonable form of utility easement in favor of a utility provider; and
- h) Exercise the termination rights.

Fiscal Impact/Funding Source

There is no County funding or any other governmental funding required by the proposed agreements. However, the agreements have a positive fiscal impact to the County in that, at no cost to the County, the County will be granted a permanent easement allowing an existing duct bank which serves the Metromover system to remain on private property and Miami A/I Commercial Association Holdings, LLC will provide \$1.85 million in improvements to the Park West Metromover Station.

Track Record/Monitor

The proposed agreements will be managed by Javier Bustamante, Chief, Right-of-Way, Utilities and Joint Development Division of the Department of Transportation and Public Works.

Background

The Miami Worldcenter is a massive 27-acre \$1.5 billion mixed-use development with multiple components being designed and constructed by several developers. Miami Worldcenter Associates is the master developer of Miami Worldcenter with certain parcels within the project being acquired for development by other developers including the Related Group, Merrimac Ventures, Akara Partners, and Royal Palm Companies. The area on the west side of NE 2nd Avenue near the Park West Metromover Station that is subject to proposed agreements is being developed by Miami A/I, LLC, Miami Commercial Association Holdings, LLC, MWC Garage, LLC and MWC Retail, LLC. The Miami Worldcenter project is estimated to create approximately 6,400 construction jobs and, upon completion, to create approximately 12,800 permanent direct and indirect jobs and generate an estimated \$30 million in County ad valorem taxes annually.

Development Agreement

Under the Development Agreement with Miami A/I Commercial Association Holdings, LLC (Miami A/I), Miami A/I agrees to complete, at no cost to the County, an estimated \$1.85 million in improvements to the Park West Metromover Station. The major improvements to be made to the station include the following:

- Repair and renovation of the elevator and escalator;
- Replacement of canopies over the escalator and stairs;
- Replacement of station flooring;
- Replacement of station seating;
- Replacement of station lighting;
- Installation of new lighting in pedestrian areas around the station;

- Installation of new sidewalk paving, landscaping, hardscaping, and irrigation system;
and;
- Painting the station and the substation building.

Access, Temporary Construction, Drainage and Utility Easements Agreement

The purpose of the Access, Temporary Construction, Drainage and Utility Easements Agreement with Miami A/I, LLC, Miami A/I Commercial Association Holdings, LLC, MWC Retail, LLC, and MWC Garage, LLC (collectively referred to as “MWC”) is to facilitate the development of the MWC property by providing proper access for vehicular and pedestrian ingress and egress through the transit property, i.e., the Omni Metromover Station, including the provision of proper utility passageways for service lines and drainage. The access easements will remain open to the public in perpetuity. All utility lines within the utility easement will be installed underground as required by Resolution No. R-504-15. The easements will neither interfere with transit operations nor with public access to the Metromover station or system.

Sub-Surface Utility Easement Agreement

During construction on MWC Garage LLC property, it was discovered that a subsurface 600-volt duct bank serving the Park West Station lies on property owned by MWC Garage, LLC. The duct bank provides electrical service to the station. Upon researching the property records, it was found that the duct bank had originally been installed on County-owned property but that property was exchanged for another parcel of private property in 1995. The duct bank has remained on the property currently owned by MWC Garage. Pursuant to the proposed Sub-Surface Utility Easement Agreement with MWC Garage, the County will be granted a perpetual easement, allowing for the continued presence of the duct bank on MWC Garage’s property at no cost to the County. The Easement Agreement resolves the issue of encroachment and avoids the necessity of relocating the duct bank which was estimated to cost over \$1 million.



Jimmy Morales
Chief Operations Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: April 5, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(1)

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
- Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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. 8(N)(1)
4-5-22

RESOLUTION NO. _____ R-324-22

RESOLUTION APPROVING (1) A DEVELOPMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI A/I COMMERCIAL ASSOCIATION HOLDINGS, LLC; (2) AN ACCESS, TEMPORARY CONSTRUCTION, DRAINAGE, AND UTILITY EASEMENTS AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI A/I, LLC, MIAMI A/I COMMERCIAL ASSOCIATION HOLDINGS, LLC, MWC RETAIL, LLC, AND MWC GARAGE, LLC; AND (3) A SUB-SURFACE UTILITY EASEMENT AGREEMENT BETWEEN MWC GARAGE, LLC AND MIAMI-DADE COUNTY; AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE ALL AGREEMENTS AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, Miami A/I, LLC, Miami A/I Commercial Association Holdings, LLC, MWC Retail, LLC, and MWC Garage, LLC (the “Developer”) collectively or independently own certain property located west of NE 2nd Avenue in the vicinity of the Park West Metromover Station (the “MWC Property”) which is being developed as part of the Miami Worldcenter Project; and

WHEREAS, the MWC Property is directly adjacent to certain lands owns by Miami-Dade County and operated by the Department of Transportation and Public Works (the “Transit Property”) containing the elevated guideway for the County’s Metromover system; and

WHEREAS, this Board finds consistent with Section 125.35(2), Florida Statutes, that the Transit Property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property and is of use only to the adjacent property owner, the Developer; and

WHEREAS, an access easement across the Transit Property is necessary for access for pedestrian and vehicular ingress and egress from the MWC Property; and

WHEREAS, the access easements will be a benefit to the general public and to Miami-Dade County whereby the residents of Miami-Dade County will have access through the Transit Property to the MWC Project; and

WHEREAS, a utility and drainage easement is needed in order to facilitate utilities and drainage for the MWC Property; and

WHEREAS, Miami A/I Commercial Association Holdings, LLC will be completing improvements to the Park West Metromover Station in the amount of approximately \$1.85 million; and

WHEREAS, the improvements will include, among other things, the repair and renovation of the elevator and escalator, the replacement of canopies over the escalator and stairs, the replacement of the station flooring, seating, and lighting, the installation of new lighting in pedestrian areas around the station, the installation of new sidewalk paving, landscaping, hardscaping and irrigation system, and the painting of the station and the substation building; and

WHEREAS, the improvements are designed to improve the safety, aesthetics, comfort level, attractiveness and public use of the Park West Metromover Station; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated as if fully set forth herein.

Section 2. This Board approves the Development Agreement between Miami-Dade County and Miami A/I Commercial Association Holdings, LLC, and the Access, Temporary Construction, Drainage, and Utility Easements Agreement between Miami-Dade County and Miami A/I, LLC, Miami A/I Commercial Association Holdings, LLC, MWC Retail, LLC, and MWC Garage, LLC, in substantially the form attached hereto and made a part hereof.

Section 3. This Board further approves the Sub-Surface Utility Easement Agreement between MWC Garage, LLC and Miami-Dade County, in substantially the form attached hereto and made a part hereof.

Section 4. This Board authorizes the County Mayor or County Mayor's designee to execute the Development Agreement, the Access, Temporary Construction, Drainage, and Utility Easements Agreement, and the Sub-Surface Utility Easement Agreement in substantially the form attached hereto and made a part hereof and to take all actions necessary to effectuate same and to exercise all provisions contained therein.

Section 5. Pursuant to Resolution No. R-974-09, this Board further directs the County Mayor or County Mayor's designee to record the Access, Temporary Construction, Drainage, and Utility Easements Agreement and the Sub-Surface Utility Easement Agreement in the public records of Miami-Dade County, and to provide a recorded copy of the documents to the Clerk of the Board within 30 days of its execution, and further directs the Clerk of the Board to attach and permanently store a recorded copy of the Access, Temporary Construction, Drainage, and Utility Easements Agreement, and the Sub-Surface Utility Easement Agreement together with this resolution.

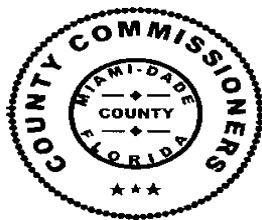
The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Jose "Pepe" Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of April, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK



By: Basia Pruna
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

Annery Pulgar Alfonso

Development Agreement between
Miami-Dade County and
Miami A/I Commercial Association Holdings, LLC
for Improvements at
Park West Metromover Station

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") dated as of the ___ day of _____, 2019, made by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("County"), by and through the Department of Transportation and Public Works (collectively the "County", "DTPW" or the "Owner"), having an office and place of business at 17th Floor, Overtown Transit Village, 701 N.W. 1st Court, Attn: Director, Department of Transportation and Public Works, Miami, Florida 33136, and MIAMI A/I COMMERCIAL ASSOCIATION HOLDINGS, LLC, a Delaware limited liability company, having an office and place of business at c/o Miami Worldcenter, 100 SE 2nd Street, Suite 3510, Miami, Florida 33131 (hereinafter called "Developer" and together with the Owner, collectively, referred to herein, as the "Parties").

WITNESSETH:

A. The Owner owns certain real property located in Miami-Dade County, Florida, as generally depicted on Exhibit A attached hereto, and made a part hereof (the "Land"), which is the location of a portion of the Miami-Dade County Metromover System.

B. Developer desires to improve the existing Park West Metromover Station (the "Station") in connection with improvements contemplated to be made to Developer's property located adjacent to the Station (the "Project"), and the Owner desires to encourage development of the Station and the Project.

C. Owner and the Developer recognize the potential for public and private benefit through improvements to the Station in order to promote public transit usage, improve the appearance, functionality and maintenance of the Station in the vicinity of the Project and to further economic development in the County.

D. Owner and Developer agree that Owner has specialized knowledge with respect to operation and maintenance of the System, and that this Agreement does not obligate the Developer to operate or maintain any part of the System.

E. It is hereby mutually covenanted and agreed by and between the Parties hereto that this Agreement is made upon the agreements, terms, covenants and conditions hereinafter set forth. Capitalized terms used herein shall have the definitions set forth in Article 2 hereof and/or elsewhere defined herein, including the foregoing recitals.

ARTICLE 1 GENERAL TERMS OF AGREEMENT

Section 1.1. Agreement. In accordance with (a) Chapter 125, Florida Statutes; (b) the powers granted to the Owner pursuant to authority properly delegated by the Florida legislature; and (c) the authority to grant rights in real property belonging to the Owner; and, for and in consideration of the covenants and agreements specified herein, the Parties agree to the terms and conditions set forth in this Agreement. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.

Section 1.2. Term of Agreement. Subject to the terms of Section 1.3 below, the term of this Agreement (the “Term”) shall be thirty (30) years, commencing on the date hereof, and, unless (a) this Agreement is terminated as of the expiration of the current Term by the Developer giving written notice thereof to the Owner at any time during the last year of the current Term, or (b) the Developer is in default of its obligations under this Agreement at the expiration of the current Term, then the Term of this Agreement shall automatically renew for up to two additional renewal terms of thirty (30) years each upon expiration of the preceding Term.

Section 1.3. Conditions Precedent to Effectiveness of Agreement. This Agreement shall not become effective unless and until the Board of County Commissioners (the “Board”), the Federal Transit Administration (“FTA”) and the Florida Department of Transportation (“FDOT”) have approved the execution of this Agreement.

Section 1.4. Discontinued Use of Station or System. The Owner covenants and agrees with the Developer that the Owner will use good faith efforts to continue operation of the Station in its ordinary course of business during the Term of this Agreement, or any renewal thereof. In the event the Owner, directly or indirectly, discontinues, substantially curtails, or ceases the operation of the Station, in addition to any other rights or remedies the Developer has hereunder, the Developer shall have the right to terminate this Agreement and its obligations hereunder by giving written notice to the Owner at any time after such discontinuance, substantial curtailment or cessation, and any obligations of the Developer shall cease and abate as of the date of the giving of such notice, and in such event, (i) this Agreement shall terminate on the date set forth in such notice, or if no such date is provided, then on the fifteenth (15th) day following the Owner’s receipt of notice of termination and (ii) Developer shall be authorized at its option, without the requirement of obtaining further consent from Owner under this Agreement, to remove the Improvements and/or eliminate or reconfigure any interconnections between the Project and the Station.

Section 1.5. Failure of Requirements. In the event the Developer is not able to build the Project or the Developer cannot obtain its Permits or the Developer does not elect, in its sole discretion, to build or develop the Project, then in addition to any other rights the Developer has hereunder, the Developer shall have the right to terminate this Agreement and its obligations hereunder by giving written notice to the Owner at any time after such inability becomes known to the Developer. In such event, this Agreement shall terminate on the date set forth in such notice, or if no date is provided, then on the fifteenth (15th) day following the Owner’s receipt of notice of termination.

ARTICLE 2 DEFINITION OF CERTAIN TERMS

Section 2.1. Terms Defined. The terms set forth below, when used anywhere in this Agreement, shall be defined as follows:

(a) Administrative Review Period shall have the meaning ascribed to it in Section 3.2(a) hereof.

(b) Agreement shall mean this Agreement and all amendments, supplements, addenda or renewals thereof.

(c) Board shall have the meaning set forth in Section 1.3 above.

(d) Bus Bridge shall mean an alternate means to transport Metromover passengers during an unforeseen occurrence during construction development that impedes movement of normal Metromover operations.

(e) City shall mean the City of Miami, Florida, a political subdivision of the State of Florida.

(f) Commencement of Construction and “commenced” when used in connection with construction of the Improvements, shall mean the earlier of the filing of the notice of commencement under Section 713.13 of the Florida Statutes or the visible start of work on the site or the Improvements, including grading, on-site utility, excavation or soil stabilization work, after the Developer has received a building permit for the particular Improvement on which construction is proposed to commence.

(g) Completion of Construction shall mean, for the Improvements, the date when work is complete and has been inspected to the extent required by Law and Ordinance, and all work to be performed under the Permits issued in connection with such Improvements has been completed.

(h) Construction Plans shall consist of Final Design Plans for particular Improvements as approved by the County, the drawings and specifications for which are in the format with sufficient detail as required to obtain building permits for such Improvements and as further described in Article 4.

(i) County shall have the meaning set forth in the Preamble of this Agreement.

(j) Developer shall have the meaning set forth in the Preamble of this Agreement including its permitted successors and assigns.

(k) Developer’s Representative shall mean Jorge Gonzalez or Benjamin Feldman, the individuals designated by the Developer to be the primary contact for the Developer in connection with this Agreement and any submissions, approvals, consents, joinders or inquiries with respect to this Agreement and the Improvements.

(l) Development Rights shall mean the rights granted to the Developer pursuant to the terms of this Agreement.

(m) DTPW shall have the meaning set forth in the Preamble of this Agreement.

(n) Event(s) of Default shall be given the meaning ascribed to such term in Section 12.1.

(o) FDOT shall have the meaning ascribed to such term in Section 1.3 herein.

(p) Final Design Plans shall mean the final plans and specifications for the Improvements.

(q) FTA shall have the meaning ascribed to such term in Section 1.3 herein.

(r) Impositions shall mean all ad valorem taxes, special assessments, sales taxes and other governmental charges and assessments levied or assessed with respect to the Property and the activities conducted thereon or therein.

(s) Improvement(s) shall mean the alterations, new construction or reconstruction by the Developer of the Station substantially in conformance with the renderings as depicted on Schedule 2.1 hereof, as same may be amended from time to time by the Owner and the Developer. Any and all such improvements shall become the property of the County upon installation.

(t) Land shall mean the real property depicted on Exhibit A attached hereto, together with all rights, privileges and easements appurtenant to said real property, and all right, title and interest of the Owner, if any, in and to any land lying in the bed of any street, road, alley or right-of-way, open or closed, adjacent to or abutting the Land as needed for the Improvements.

(u) Law and Ordinance or Laws or Ordinances shall mean all present and future applicable laws, ordinances, rules, regulations, authorizations, orders and requirements of all federal, state, county and municipal governments, the departments, bureaus or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Property.

(v) Notice shall have the meaning ascribed to such term in Section 13.1 herein.

(w) Owner shall mean the County, by and through DTPW, and its permitted successors and assigns.

(x) Permit shall mean any permit issued or to be issued by the appropriate agency or person, including but not limited to applicable permits for construction; demolition; installation; foundation; dredging; filling; the alteration or repair or installation of sanitary plumbing, water supply, gas supply, electrical wiring or equipment, elevator or hoist and HVAC; sidewalk; curbs; gutters; drainage structures; lift stations; paving; grease traps; subdivision plat and/or waiver of plat approvals, covenant or unity of title acceptance or the release of existing unities or covenants or agreements in lieu thereof; building permits; certificates of use and/or occupancy; stormwater; development of regional impact approvals, modifications or exemptions; and the like and any other official action of the City, County, State of Florida, DTPW, FTA or any other government agency having jurisdiction related to the Improvements.

(y) Phase shall mean any of the design phase, construction phase or operation phase of the Improvements to be constructed in accordance with this Agreement.

(z) Plans and Specifications shall mean the plans and specifications for all the work in connection with the alteration, construction and reconstruction of the Improvements on the

Property, including any changes, additions or modifications thereof, provided the same are approved by Owner, whose approval shall not be unreasonably withheld, delayed or conditioned, and consistent with applicable Laws and Ordinances.

(aa) Preliminary Plans shall mean plans for the Improvements or a portion thereof, as the case may be, which have been submitted by the Developer to the County, as may be required herein.

(bb) Property shall mean collectively and to the extent required for development of the Improvements:

(1) the Land;

(2) the Station, the Improvements and any other improvements now or hereafter existing on the Land; and

(cc) System shall mean the Miami-Dade County Transit System including, without limitation, all trains, buses, fixed guideways, stations, parking lots and parking structures, drop off/pickup areas, transit stops and shelters, bus bays, streets and sidewalks adjacent thereto owned by the County, and all maintenance facilities, structures and all associated facilities required in the operation of the System and owned by the County.

(dd) Taking shall have the meaning ascribed to such term in Section 11.1.

(ee) Term shall have the meaning ascribed to such term in Section 1.2.

(ff) Unavoidable Delays shall mean delays beyond the reasonable control of a party required to perform and which delays could not have been reasonably avoided by such party while exercising good faith and diligent efforts, including, but not limited to, delays due to strikes; lockouts; acts of God; floods; fires; unusually severe weather conditions (such as windstorms, tropical storms or hurricanes); casualty; the discovery of concealed or subsurface conditions; the discovery of material errors in any Metromover plans provided to Developer; war; enemy action; civil disturbance; acts of terrorism; sabotage; restraint by court or public authority; litigation or administrative challenges by third parties to the execution or performance of this Agreement or the procedures leading to its execution; inability to obtain labor or materials (but specifically excluding financial inability); delays in settling insurance claims; moratoriums or other delays relating to Laws and Ordinances. The obligated party shall be entitled to an extension of time because of its inability to meet a timeframe or deadline specified in this Agreement where such inability is caused by an Unavoidable Delay, provided that such party shall, within thirty (30) days after it has become aware of such Unavoidable Delay, give notice to the other party in writing of the causes thereof and the anticipated time extension necessary to perform. Neither party shall be liable for loss or damage or deemed to be in default hereof due to any such Unavoidable Delay(s), provided that party has notified the other as specified in the preceding sentence and further provided that such Unavoidable Delay did not result from the fault, negligence or failure to act of the party claiming the delay. Failure to notify a party of the existence of Unavoidable Delays within the thirty (30) days of its discovery by a party shall not void the Unavoidable Delays, but the time period between the expiration of the thirty (30) days

period and the date actual notice of the Unavoidable Delays is given shall not be credited to the obligated party in determining the anticipated time extension.

ARTICLE 3 DEVELOPMENT RIGHTS AND CONSTRUCTION REQUIREMENTS

Section 3.1. Land Uses

(a) The Developer will develop the Improvements substantially consistent with the Plans and Specifications and maintain such Improvements as set forth herein, the intent of which is to enhance the Station, improve ridership and provide for maintenance of non-standard Improvements to the Station.

(b) The Parties agree, for themselves and their successors and assigns, to devote the Property to the uses specified in this Agreement, including temporary construction staging and parking, and for other or additional uses which are consistent with the construction and operation of the Improvements to the extent permitted by DTPW's safety and security requirements.

(c) The Developer will use reasonable efforts to develop the Improvements substantially consistent with the Plans and Specifications and maintain such Improvements as set forth herein, the intent of which is to enhance the Station and the ridership usage of the System.

Section 3.2. Development Rights. The Developer shall have the right to construct the Improvements in substantially the manner shown on Schedule 2.1, subject to the terms and conditions of this Agreement, including the following:

(a) Development Rights of Land

In connection with the construction of the Improvements, the Parties agree that the Owner will, without charge by the Owner, grant and join in any Permit or other application, temporary and permanent easements, restrictive covenants, easement vacations or modifications and such other documents as may be necessary or desirable for the Developer to develop the Improvements in accordance with this Agreement and in a manner otherwise permitted hereunder, provided that such joinder by the Owner shall be at no cost to the Owner other than its costs of review and staff time, and also provided that the location and terms of any such easements or restrictive covenants and related documents shall be reasonably acceptable to the Owner, which acceptance shall not be unreasonably withheld, conditioned or delayed. The Owner agrees to use best efforts to review and approve (or disapprove with an explanation for such disapproval) any such requests within thirty (30) days of such request from the Developer (the "Administrative Review Period"). If the Owner has not provided the Developer with written notice of its approval or disapproval within the Administrative Approval Period (subject to requirements for Board approval as hereinabove provided), the Developer shall have the right to deliver written notice to the Owner advising the Owner that the Owner has not responded to the Developer within the Administrative Review Period and the Owner shall have an additional three (3) business days' thereafter to respond to the Developer with such approval or disapproval (the "Additional Notice Period").

(b) Easements, Rights to Land. Nothing herein shall be construed to limit the rights of the Owner under this Section 3.2 or to require the Owner, subject to Section 15.13, to agree to any easements, restrictive covenants, easement vacations or modifications or such other documents that require the consent of the Board pursuant to applicable Law and Ordinance.

(c) Miami-Dade County's Rights as Sovereign. It is expressly understood that notwithstanding any provision of this Agreement and the County's status as Owner:

(1) The County retains all of its sovereign powers and rights as a county under Florida laws (but not in regard to the performance of its contractual duties hereunder) and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building or zoning; from exercising its planning or regulatory duties and authority; and from requiring development under present or future (as applicable) Laws or Ordinances of whatever nature applicable to the design, construction and development of the Improvements provided for in this Agreement; and

(2) The County shall not by virtue of this Agreement be obligated to grant the Developer or the Project any approvals of applications for building, zoning, planning or development under present or future (as applicable) Laws or Ordinances of whatever nature applicable to the design, construction and development of the Project.

Section 3.3. Compliance with Law. Preliminary Plans, Final Design Plans and Construction Plans, and all work by the Developer with respect to the Improvements and the Developer's construction of or installation thereon, shall be in conformity with this Agreement and Law and Ordinance, including applicable provisions of the Fire Life Safety Criteria found in the Metrorail Compendium of Design Criteria, Volume 1, Chapter 9 and the then-current version of DTPW's Adjacent Construction Manual or its replacement. Developer acknowledges that the DTPW Adjacent Construction Manual contains minimum requirements and the County may impose more stringent requirements if the County deems that more stringent requirements are warranted to adequately protect the System.

Section 3.4. Federal Laws. Developer shall comply with all of the following statutes, rules and regulations, to the extent applicable to the Improvements:

- (a) Requirements found in Title VI of the Civil Rights Act of 1964;
- (b) Requirements found in 49 CFR Part 26.7 regarding nondiscrimination based on race, color, national origin or sex;
- (c) Requirements found in 49 CFR Parts 27.7 and 27.9(b) and 37 regarding non-discrimination based on disability and complying with the Americans With Disabilities Act with regard to any Improvements constructed;
- (d) Requirements contained in the Federal Transit Administration Master Agreement relating to conflicts of interests, debarment and suspension.

Section 3.5. Nondiscrimination. During the performance of this Agreement, Developer agrees to not discriminate against any employee or applicant for employment because of race,

color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, the Developer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Developer or any owner, subsidiary or other firm affiliated with or related to the Developer is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Developer submits a false affidavit pursuant to this Resolution or the Developer violates the Act or the Resolution during the term of this Agreement, even if the Developer was not in violation at the time it submitted its affidavit.

Section 3.6. Payment and Performance Bonds. At least ten (10) days before Developer commences any construction work related to any portion of the Improvements or any materials are purchased from a supplier, Developer shall execute, deliver to the County and record in the public records of the County, a payment and performance bond equal to the total cost of construction of the Improvements. Each payment and performance bond shall be in compliance with all applicable laws including the terms of Section 255.05, Florida Statutes, and in compliance with the requirements of Sections 255.05(1)(a) and (c), Section 255.05(3), and Section 255.05(6), and shall name the County and the Developer beneficiaries thereof, as joint obligees. Developer shall not allow any mechanics liens or materialman's liens, or liens, judgments or encumbrances of any kind ("Encumbrances"), to be placed on, or to cloud title of, Owner's fee simple interest in the Property and shall indemnify Owner for any costs, expenses, or damages Owner incurs by reason thereof, in the event that any such Encumbrance is not removed as a lien on the Owner's fee simple interest in the Property within thirty (30) days after Developer receives written notice from Owner demanding removal of such Encumbrance, and in which case such Encumbrance shall be deemed an Event of Default hereunder. Developer shall promptly take all steps required to promptly remove or otherwise resolve all such Encumbrances of which Developer has been given actual notice.

Alternatively to the 255.05 payment and performance bond, Developer may: (1) provide the County with an alternate form of security in the form of a certified check that the County may deposit in a County-controlled bank account or an irrevocable letter of credit in a form and for an amount that is acceptable to the County ("Alternative Security"), to remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate all contractors performing the Improvements have been paid and the Improvements have achieved Completion of Construction, and such Alternative Security shall meet the specifications set forth below; (2) require that each prime contractor hired by Developer to perform work on the Improvements shall provide a performance bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than 100% of his/her/its respective contract in a form acceptable to the County to insure that his/her construction work shall be completed by the

contractor or, on its default, his/her surety and shall name the County as an additional obligee and shall meet the specifications set forth below; and (3) each prime contractor hired by Developer to perform work on the Improvements shall provide a payment bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than 100% of his/her/its respective contract in a form acceptable to the County to secure the completion of the Improvements free from all liens and claims of sub-contractors, mechanics, laborers and material men and shall name the County as an additional obligee and payee. The Alternative Security and the Bond(s) shall comply with the requirements of Section 255.05.

If Developer provides the Alternative Security, Developer shall also comply with the following obligations:

(A) Developer shall obtain a conditional release of lien from each of its prime contractor(s) at the time each progress payment is made.

(B) Developer shall obtain an unconditional release of lien from each of its prime contractor(s) within five (5) business days after payment is made.

(C) In the event Developer's contractor(s) claim non-payment(s), and/or, fail to timely provide unconditional releases of lien within the timeframe stipulated under these terms, Owner reserves the right but not the obligation to:

(i) Reduce the amount(s) in question from the cash deposit(s) or security posted until the claim(s) is/are liquidated; or

(ii) Appropriate funds for such payment(s) from any cash deposit(s) or security posted and make payment(s) directly to the claimant(s).

In either case, Developer shall within ten (10) business days of the County's notification to deposit an amount equal to the reduced/disbursed amount in the County's escrow account or increase the irrevocable letter of credit so as to replenish the original amount of the cash deposit(s) or security posted.

Section 3.7. Designation of the Owner's Representative. The County Mayor or the County Mayor's designee shall have the power, authority and right, on behalf of the Owner, in its capacity as Owner hereunder, and without any further resolution or action of the Board, to the extent allowed by applicable Laws and Ordinances, to:

(a) review and approve (if required) documents, plans, applications, assignments and requests required or allowed by the Developer to be submitted to the Owner pursuant to this Article and this Agreement;

(b) consent to actions, events, and undertakings by the Developer for which consent is required by the Owner;

(c) make appointments of individuals or entities required to be appointed or designated by the Owner in this Agreement;

(d) execute on behalf of the Owner any and all consents, agreements, easements, applications or other documents, needed to comply with applicable regulatory procedures and secure Permits, other permits or other approvals needed to accomplish the construction of the Improvements in and refurbishments of the Land;

(e) execute non-disturbance agreements and issue estoppel certificates as provided elsewhere in this Agreement;

(f) execute any and all documents on behalf of the Owner necessary or convenient to the foregoing approvals, consents, appointments and agreements; and

(g) amend this Agreement to correct any typographical or non-material errors.

The County Mayor or County Mayor's designee may only exercise the authority granted in this section, provided that (i) such exercise of authority shall be at no cost to Owner other than its cost to review the proposed amendments, agreements, documents and other instruments or materials, and shall not impose additional obligations or liabilities or potential obligations or liabilities on Owner beyond those set forth in this Agreement, and (ii) the form and provisions of such amendments, agreements, documents and other instruments or materials shall be acceptable to Owner in its reasonable discretion.

Section 3.8. Easements and Improvements to Traction Power Substation Area. The Owner is the owner of property located at the northwest corner of NE 2nd Avenue and NE 8th Street which is a part of folio number 01-3136-005-1050 (the "Substation Area"), which is occupied by a traction power substation that serves the System. As part of the Improvements, Developer shall have the perpetual right to install on the Substation Area, from time to time, (i) decorative screening around the traction power substation, including a roof, provided there is no interference with the operation of or access to the traction power substation, (ii) façade improvements to the entire traction power substation and roof including, without limitation, new plaster, control joints, paint, and art displays, provided there is no interference with the operation of the traction power substation, and (iii) driveways, pedestrian walkways, seating areas, and landscaping consistent with the Improvements to the Land (collectively, the "Substation Area Improvements"). The Owner hereby grants and conveys unto the Developer, for the benefit of the Project, a perpetual easement over the Substation Area for the purpose of constructing, installing, maintaining, repairing and replacing the Substation Area Improvements. The Substation Area Improvements shall at all times conform to applicable Law and Ordinance together with any operational requirements for the System which are disclosed in writing to the Developer including without limitation the then-current version of the Adjacent Construction Manual.

Section 3.9. Intentionally Omitted.

Section 3.10. Eighth Street. In connection with the development of the Project the applicable governmental authorities have vacated NE 8th Street west of NE 2nd Avenue, excluding the eastern approximately ninety (90) feet thereof (the "Eighth Street Remainder") which provides

vehicular access solely to the Substation Area. If requested by Developer, Owner shall cooperate in good faith to (i) vacate the Eighth Street Remainder and (ii) provide to Owner a perpetual easement over the Eighth Street Remainder or other lands acceptable to Owner for vehicular ingress and egress to the Substation Area subject to the rights Developer under Section 3.8.

ARTICLE 4 PLANS

Section 4.1. Design Plans.

(a) The Developer shall submit design and construction plans to DTPW for review, coordination and approval (the "Design Plans"). For each submittal, the Developer shall submit an electronic copy and three (3) full-sized or half-sized sets of prints with the date noted on each print.

(b) The Improvements shown on Schedule 2.1 have been approved by the Owner and the Transportation Aesthetics Review Committee, an advisory board to the Transportation Planning Organization Governing Board. Owner authorizes the Developer to proceed with the preparation of plans and specifications for construction of the Improvements substantially as shown on Schedule 2.1.

(c) At 100% design completion of the Improvements, Developer shall submit proposed Final Design Plans for the Improvements to DTPW for its review and approval, which shall not be unreasonably withheld, delayed or conditioned.

Section 4.2. DTPW Review Process. Upon receipt of each of the above-mentioned submittals, DTPW shall review same and shall, within thirty (30) days after receipt thereof, advise Developer in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of a disapproval, Developer shall, within thirty (30) days after the date Developer receives such disapproval, make those changes necessary to meet DTPW's stated grounds for disapproval or request reconsideration of such comments, and DTPW shall respond to such request for reconsideration within twenty (20) days after receipt of such request. Within thirty (30) days of DTPW's response to such request for reconsideration, Developer shall, if necessary, resubmit such altered plans to DTPW. Any resubmission shall be subject to review and approval by DTPW, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by DTPW. DTPW and Developer shall in good faith attempt to resolve any disputes concerning the Design Plans in an expeditious manner. DTPW's approval shall be in writing and each party shall have a set of plans signed by all parties as approved. In the event any material change occurs after approval of the Final Design Plans, then Developer must resubmit the changed portion of the Final Design Plans for DTPW's approval, and DTPW shall respond to any request for approval of changes to the Final Design Plans within twenty (20) days after receipt of such request. DTPW agrees that it shall not unreasonably withhold, condition or delay its approval of the Design Plans or any subsequent submission of revisions to the Design Plans. Notwithstanding any provision express or implied in this Agreement to the contrary, in no event shall the submittal of any Design Plans or any other plans by the Developer to the Owner be deemed (i) a representation and/or warranty by the

Owner with respect to the completeness, design sufficiency, or compliance with applicable legal requirements or industry standards, or (ii) impose upon the Developer any liability or obligation with respect thereto.

Section 4.3. Compliance with Policies. Developer acknowledges that all plans and construction work in connection with the Improvements must comply with DTPW's Safety and Security Certification Program Plan for Miami-Dade Transit Rail Fixed Guideway Systems, and that any modifications to the System must be in connection with the Improvements made in compliance with the Change Review Boards Policy and Procedure.

Section 4.4. Construction Plans. The Developer shall give the Owner copies of final site and elevation plans prior to submittal for the building permits for the Improvements. All Construction Plans must be in substantial conformity with the Final Design Plans approved by DTPW.

Section 4.5. As-Built Plans. As soon as reasonably practicable after the completion of the Improvements constructed or installed in or on the Property, the Developer shall provide to the County an electronic copy and five (5) half-sized sets of "as-built" construction plans for the Improvements.

Section 4.6. Signage and Landscaping Entrances. The Owner agrees to cooperate with the Developer in the development of plans regarding entrances to the Property in order to achieve an aesthetic blend of landscaping and signage which shall be in accordance with all governing laws, including all County ordinances and resolutions. All costs of developing such entranceway plans shall be paid by the Developer. As part of the Improvements, Developer shall have the right, subject to approval by the DTPW Director ("DTPW Director"), or his or her designee, whose approval shall not be unreasonably withheld, delayed or conditioned, to paint the piers supporting the Metromover rails identified by DTPW as OM-8-NS through OM-22-NS, and to project images, graphics or information into the piers, but shall have no right to make any penetrations into the piers for signage or other purposes. For the avoidance of doubt, no commercial advertising shall be painted or projected onto the piers.

Section 4.7. Station and System Plans. The Owner agrees, at the request of the Developer, to make available to the Developer for inspection all plans, specifications, working drawings and engineering data in the possession of the Owner, or available to it, relating to the Station, it being understood and agreed that the Developer will reimburse the Owner for any duplication costs incurred in connection therewith and the Owner assumes no responsibility or liability for the information obtained pursuant to this Section. Developer shall obtain the necessary clearance prior to request/receipt of any confidential and/or exempt records pursuant to Chapter 119, Florida Statutes.

Section 4.8. Developer Obligations. DTPW's approval of any Design Plans pursuant to this Article 4 shall not relieve the Developer of its obligations under applicable Laws or Ordinances to file such plans with any other department of Miami-Dade County, the City of Miami or any other governmental authority having jurisdiction over the issuance of building or other Permits and to take such steps as are necessary to obtain issuance of such Permits. The Owner agrees to cooperate pursuant to Section 15.13 and join in (if applicable), with the Developer in connection

with the obtaining of such approvals and Permits. The Parties acknowledge that any approval given by a Party pursuant to this Article 4, or anywhere else in this Agreement, shall not constitute an opinion or agreement by such Party that the plans are structurally sufficient or in compliance with any Laws or Ordinances, and no such approval shall impose any liability upon such Party.

Section 4.9. Jurisdiction. The Parties acknowledge that the County retains jurisdiction for building approvals, including issuance of building permits, building inspections and issuance of certificates of occupancy within the any portion of the Miami-Dade County Transit System.

ARTICLE 5 CONSTRUCTION

Section 5.1. Requirements for Commencement of Construction. Prior to the Commencement of Construction, the Developer shall satisfy the following requirements:

(a) The Developer shall become a registered vendor with the County Internal Services Department Division of Procurement Management, and satisfied all requirements of the County in connection with such registration.

(b) DTPW shall approve the Final Design Plans for the Improvements;

(c) Prior to any construction, excavation, demolition, restoration, or staging within the Property, the Developer shall submit to the DTPW Right-of-Way, Utilities and Joint Development Division through the DTPW Director, or his or her designee, an electronic copy and five (5) full-sized or half-sized print copies and of all such plans, drawings and calculations showing the relationship between the proposed activities and the System. The drawings and calculations shall have sufficient detail to allow DTPW to determine if such activities are likely to impact the System facilities, operations and/or systems and the extent of that impact, if any. The drawings and calculations shall include, if applicable, but not be limited to, the following:

- (1) Site plan;
- (2) Drainage area maps and calculations;
- (3) Sheeting and shoring drawings and calculations;
- (4) Architectural drawings for all underground levels through the top floor;
- (5) Sections showing foundations in relation to System structures;
- (6) Structural drawings;
- (7) Pertinent drawings detailing possible impacts on the System;
- (8) Geotechnical reports;
- (9) Settlement monitoring, mitigation and remediation plan, if applicable; and

(10) Proposed sequence of activities.

(d) Any such proposed construction, excavation, demolition, restoration, or staging may commence only after the requirements set forth in Sections 5.1(a)-(c) have been met. **All construction shall be in compliance with the latest edition of the Miami-Dade County Adjacent Construction Manual, which may be amended from time to time.**

(e) If the Owner, in its sole discretion, determines that activities undertaken or authorized by the Developer, or planned to be undertaken or authorized by the Developer, in connection with construction of the Improvements may adversely impact the System or transit facilities or operations, the Owner may require the Developer to submit a plan to monitor, mitigate and remediate any such impacts. The plan must be approved by the Owner, whose approval shall not be unreasonably withheld, delayed or conditioned, in writing prior to the commencement of any such activities. If directed by the Owner, the Developer shall promptly mitigate and/or remediate all such impacts caused by construction of the Improvements reasonably specified by the Owner, to the reasonable satisfaction of the Owner, at Developer's sole expense. Additionally, the Owner shall have the right to slow or stop any construction of the Improvements that the Owner, in its sole discretion, determines to be potentially hazardous to the System, or to transit facilities and/or operations, or to County employees, patrons or to the public. Owner shall not be liable to the Developer as a result of such actions.

Section 5.2. Construction Costs. The Owner shall not be responsible for any costs or expenses of construction or installation of the Improvements, except as otherwise provided herein or agreed to by the Parties.

Section 5.3. Progress of Construction. From the Commencement of Construction until Completion of Construction, upon written request of the Owner's Representative, but not more frequently than bimonthly, the Developer shall submit a written report to the Owner's Representative of the progress of the Developer with respect to development and construction of the Improvements.

Section 5.4. Site Conditions. The Developer, by executing this Agreement, represents it has visited the site, is familiar with local conditions under which the construction and development is to be performed, will perform all test borings and subsurface engineering generally required at the Property under sound and prudent engineering practices and will correlate the results of the test borings and subsurface engineering and other available studies and its observations with the requirements of the construction and development of the Improvements. Developer shall restore any portion of the Property that is damaged in connection with such testing and studies to a condition substantially similar to its pre-testing condition after all testing, if such portion of the Property will not be the subject of any future Improvements, and shall provide the Owner with a copy of all test results. The Owner makes no warranty as to soil and subsurface conditions.

Section 5.5. Connection to Utilities. The Developer, at its sole cost and expense, shall install or cause to be installed all necessary connections between the Improvements constructed or erected by it on the Property, and the water, sanitary and storm drain mains and mechanical and electrical conduits and other utilities, whether or not owned by the County. The Owner shall cooperate with the Developer pursuant to Section 15.13 hereof to the extent that the Developer

needs the Owner to join in any agreements or documents for installation of any connections necessary for the Property and the Improvements required by the Developer. The cost of all utilities used for the construction of the Improvements (but not the operation thereof which shall be the responsibility of the Owner), including, without limitation, gas, water, sewer and electric utilities and services shall be borne by and shall be the sole responsibility of the Developer.

Section 5.6. Mutual Covenants of Non-Interference.

The Developer's development and construction of the Improvements shall not materially and adversely interfere with the Owner's customary and reasonable operation of the System, unless prior arrangements have been made in writing between the Parties. The Developer may request interruption of the System operation by the Owner, or temporary closure of the Station, for construction, maintenance or repairs to the Improvements and the Owner agrees to reasonably cooperate with such interruption in order to enable such construction, maintenance or repairs of the Improvements; provided, however, that the Owner shall not be required to close the Station for the Developer to commence construction of the Improvements if either the Metromover station to the north or to the south of the Station is closed for construction, maintenance or repairs being performed pursuant to a Development Agreement between the Owner and a private developer. The Owner's use of the Station area and the System shall not materially and adversely interfere with the Developer's development and construction of the Project (including, the development of the Project adjacent to the Property) and its use and operation of the Property and the Improvements to be constructed thereon, unless prior arrangements have been made in writing between the Parties. The Owner may at any time during the Term of this Agreement, stop or slow down construction of the Improvements, but only upon the Owner's reasonable determination that the safety of the System, or of the users of the System or of any employees, agents, licensees and permittees of the Owner is jeopardized, provided that (i) Owner shall first notify Developer of such determination (and the basis for it), (ii) the Parties shall cooperate in good faith to abate or effectively manage the source of the problem, and (iii) Owner shall stop or slow down construction by Developer under this provision only if, despite the good faith efforts of the Parties to abate or effectively manage the problem, the safety of the System or its users remains in jeopardy. Any such slowdown or stoppage shall be deemed to be an Unavoidable Delay and shall entitle Developer to appropriate extensions of time hereunder, provided that such safety hazard which caused the slowdown or stoppage is not the result of Developer's negligence or willful act.

Section 5.7. Bus Bridge. In the event that construction of the Project causes interruption of the System movements throughout the Omni Metromover Loop of the System, the following procedures will be put immediately in operation until all elements have been assessed and Metromover movements return to normal, and in such events the Developer will reimburse the Owner for all costs of the Bus Bridge:

(a) The System will stop normal operations on the Omni Metromover Loop and a bus route will be immediately activated.

(b) The Developer shall provide professional assessment of the situation and within 48 hours after the interruption of Metromover service shall submit to Owner a complete schedule

for the repairs, including but not limited to field inspection assessments signed and sealed by a Professional Engineer licensed in the State of Florida.

(c) The Developer will be responsible for all costs associated with the bus route implemented until a permanent solution is implemented and accepted to the satisfaction of the Owner. Developer's liability to the Owner shall be calculated based on the duration of the outage and the hourly cost of the Bus Bridge at the time of the occurrence. Closure of the Station during construction of the Improvements, or any other closures of the Station to facilitate the maintenance and repairs contemplated by this Agreement, shall not require the implementation of a Bus Bridge. The Bus Bridge shall be implemented only if there is interruption of Metromover service throughout the Omni Metromover Loop.

Section 5.8. Ownership of Improvements. All Improvements and all material and equipment provided by the Developer or on its behalf which are incorporated into or become a part of the Improvements located on the Property (excepting all of the System facilities) shall, upon being added thereto or incorporated therein, be and remain the property of the Owner, not including personal property of the Developer. As soon as reasonably practicable after the completion of the Improvements constructed or installed in or on the Property, the Developer shall assign to the County the appropriate warranties to the Improvements, to the extent assignable and at no cost or expense to the Developer.

Section 5.9. Additional Work. The Parties hereby acknowledge, that if both Parties agree, the Owner may contract for certain work or services to be provided by the Developer in the Station, including but not limited to, construction and maintenance items (excluding those construction and maintenance obligations expressly set forth in this Agreement). If such work is not part of this Agreement or the approved Plans and Specifications it shall be done at the cost of the Owner.

Section 5.10. Changes and Alterations to Improvements by the Developer. The Developer, with the Owner's approval, which approval shall not be unreasonably withheld, delayed or conditioned, shall have the right, subject to the provisions of this Agreement, at any time and from time to time during the Term, at its sole cost and expense, to expand, rebuild, alter and/or reconstruct the Improvements and to raze the Improvements in accordance with applicable Laws and Ordinances, provided that any such razing shall be performed in connection with the rebuilding of new Improvements. Notwithstanding anything herein to the contrary, any future development of or alterations to the Improvements or the Property shall be subject to the terms of this Agreement and be consistent with the Plans and Specifications prepared and approved for such future development work.

Section 5.11. Art in Public Places. This project constitutes a renovation and is therefore not subject to the Miami-Dade County Art in Public Places requirements contained in Section 2-11.15 of the Code of Miami-Dade County.

Section 5.12. General Contractor Compliance. Developer acknowledges that the general contractor it engages for construction of the Project and/or the Station Improvements shall be bound by the requirements of this Agreement, and Developer covenants to cause its general contractor to comply with the Agreement.

ARTICLE 6
OPERATION, MAINTENANCE AND REPAIR

Section 6.1. Non-Interference. The Parties hereby mutually agree to use commercially reasonable efforts not to unreasonably interfere with the free flow of pedestrian or vehicular traffic to and from the Station. The Parties agree that during construction of the Project and/or the Improvements, access to and from the Station may be restricted. They further agree that, except for those structures reasonably necessary for security and safety purposes, no fence, or any other structure of any kind (except as may be specifically permitted or maintained under the provisions of this Agreement, indicated on approved Construction Plans or otherwise mutually agreed upon in writing) shall be placed, kept, permitted or maintained in such a fashion as to materially or adversely interfere with pedestrian or vehicular traffic to and from the Station from the public right of way. The Developer shall have the right to restrict pedestrian and vehicular access from the Station directly to the Project during such days and at such times as Developer may reasonably determine. The foregoing shall not prohibit the Developer from closing the Improvements and denying access to the public at such times and in such manner as deemed necessary by the Developer during the development or construction of any portion of the Improvements or, the repair and maintenance of the Improvements, provided such closing does not interfere with the public's reasonable access to the Station, or Owner's customary operation of the System, unless the Developer obtains the Owner's prior written consent to the extent required by Section 5.6 herein.

Section 6.2. Developer Rights to Erect Signs.

(a) It is explicitly agreed and understood that this Agreement does not provide any rights for the Developer to place signs or advertisements within the Station except as expressly permitted by this Agreement.

(b) As used in this Agreement, "sign(s)" shall be deemed to include any display of characters, letters, illustrations, logos, or any ornamentation designed or used as an advertisement or to indicate direction, irrespective of whether the same be temporary or permanent, electrical, illuminated, stationary or otherwise.

(c) The County maintains the right as Owner to place, erect, maintain and operate, or cause, allow and control the placement, erection, maintenance and operation of signs or advertisements on its property, including within the Station.

Section 6.3. Owner's Signs Upon the Property. System-wide informational graphics, directional information, maps, and transit information shall be allowed to be placed within the Property at the sole expense of the County and at locations and in sizes in the County's sole discretion. Nothing in this Section limits the County's right as Owner to place signs or advertisements on any portion of the Property.

Section 6.4. Intentionally Omitted.

Section 6.5. Owner Repairs and Maintenance. Throughout the Term, as may be extended, except for matters that are the responsibility of the Developer pursuant to Section 6.6 below, the Owner, at its sole cost and expense, shall maintain and keep the Station, the Improvements and

the Property in good order and condition and make all necessary repairs thereto in a manner that is consistent with the level of service provided at other stations throughout the System. The term "repairs" shall include all replacements, renewals, alterations, additions and betterments deemed necessary by the Owner or as required under applicable Laws and Ordinances. All repairs made by the Owner shall be at least substantially similar in quality and class to the original work. Further, the Owner shall keep and maintain all portions of the Station and the Property in a clean and orderly condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions, and shall perform routine cleaning and upkeep in a manner that is consistent with the level of service provided at other stations throughout the System.

Section 6.6. Developer Repairs and Maintenance. Throughout the Term, as may be extended, the Developer, at its sole cost and expense, shall maintain and repair those Improvements set forth in Schedule 6.6 attached hereto. Notwithstanding anything to the contrary contained herein, except for the landscaping to be installed by the Developer, the maintenance obligations of the Developer hereunder shall specifically exclude any routine cleaning and upkeep as may be required to keep the foregoing Improvements in clean and orderly condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions, and such cleaning and upkeep shall be provided by the Owner in accordance with Section 6.5 above. With the written consent of the County, and subject to County's compliance with any applicable labor union contract requirements, the Developer, at its sole cost and expense, may (but shall have no obligation to) provide maintenance and/or repairs to the Station and repair any portion of the Improvements which are not the responsibility of the Developer under this Section 6.6. The Developer shall not be required to obtain any further approvals from the Owner to repair the Improvements. Nothing in this Agreement shall in any way be interpreted or construed as the County delegating its enforcement of life safety codes and security measures with respect to the Station, the Improvements, or the Property. Notwithstanding any other provision to the contrary however, the Developer is responsible for obtaining the safety certification required by County in connection with the initial installation of the Improvements.

ARTICLE 7 PAYMENT OF TAXES, ASSESSMENTS

The Developer shall not be required to pay any Impositions with respect to the Land, the Property or any improvements located now or hereinafter thereon.

ARTICLE 8 INSURANCE AND INDEMNIFICATION; LIMITATION OF LIABILITY

Section 8.1. Insurance. The Developer or the general contractor constructing the Improvements shall maintain coverage as required below throughout the applicable phases of this Agreement.

(a) Phased Insurance Requirements. The Developer or the general contractor performing the Improvements shall furnish to DTPW Certificate(s) of Insurance evidencing insurance coverage that meets the requirements outlined below, which shall be required only during the performance of the work contemplated during the applicable phase and only in connection with the performance of the Developer's obligations under this Agreement:

(1) Design Phase. A certificate of insurance must be provided as follows:

(A) Worker's Compensation Insurance with respect to the general contractor's employees as required by Chapter 440, Florida Statutes.

(B) Commercial General Liability Insurance on a comprehensive basis in an amount not less than [**\$5,000,000**] combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

(C) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used by Developer in connection with operations covered by this agreement (if any) in an amount not less than \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage.

(D) Professional Liability Insurance in the name of the Developer or the licensed design professional employed by the Developer in an amount not less than \$1,000,000 per claim. This insurance coverage shall be maintained for a period of [**two (2) years**] after Completion of Construction.

(2) Construction Phase. In addition to the insurance required in (1)(A) – (1)(D) above, the Developer shall provide or cause its contractors to provide policies indicating the following type of insurance coverage prior to Commencement of Construction:

(3) Worker's Compensation Insurance for all employees of the Developer as required by Chapter 440, Florida Statutes.

(4) Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$50,000,000 combined single limit per occurrence for bodily injury and property damage. Miami Dade County must be shown as an additional insured with respect to this coverage.

(5) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with this agreement in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

(6) Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s) that are part of the Improvements under construction. The policy shall name the Developer and the Owner A.T.I.M.A.

(7) Operation Phase. Following the Completion of Construction, Developer shall provide Certificate(s) of Insurance as follows:

(8) Worker's Compensation Insurance for all employees of the Developer as required by Chapter 440, Florida Statutes.

(9) Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami Dade County must be shown as an additional insured with respect to this coverage.

(10) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with this agreement in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

(11) Continuity of Coverage. The Developer shall be responsible for assuring that the insurance documentation required in conjunction with this subsection remains in force for the duration of the Term. The Developer will be responsible for submitting renewal insurance documentation prior to expiration. All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

(A) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to strength, by A.M. Best Company, Oldwick, New Jersey (or its equivalent/successor); or

(B) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

(b) Certificate. For each certificate delivered pursuant to this Section, the certificate holder must read:

Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, FL 33128

Section 8.2. Indemnification.

The Developer shall indemnify and hold harmless the Owner and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Owner or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature (collectively, the "Claims") arising out of, relating to or resulting from the performance of this Agreement by the Developer or its officers, employees, agents, or contractors, excluding any Claims arising out of or resulting from the willful misconduct or negligence of the Owner or any of its officers, employees, agents or contractors. The Developer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Owner or its officers, employees, agents or instrumentalities, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. The Developer expressly understands and agrees that any insurance protection required by this Agreement or

otherwise provided by the Developer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner or its officers, employees, agents and instrumentalities as herein provided.

Except as provided in Section 768.28, Florida Statutes, the Owner shall indemnify and hold harmless the Developer and its officers, employees and agents from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Developer or its officers, employees or agents may incur as a result of Claims arising out of, relating to or resulting from the performance of this Agreement by the Owner or its officers, employees, or agents excluding any Claims arising out of, relating to or resulting from the willful misconduct or negligence of the Developer or any of its officers, employees, agents or contractors. The Owner shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Developer, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon.

Section 8.3. Limitation of Liability of the Developer. Without limiting the indemnity obligations set forth in Section 8.2, the Developer shall not be liable to the Owner for any incidental, consequential, special or punitive loss or damage whatsoever arising from or relating to this Agreement or the exercise of any rights of the Developer hereunder. This Section shall not apply to any obligation of the Developer as provided for under the terms of this Agreement upon any System damage or injury to person.

Section 8.4. Limitation of Liability of the Owner. Without limiting the indemnity obligations set forth in Section 8.2, the Owner shall not be liable to the Developer for any incidental, consequential, special or punitive loss or damage whatsoever arising from the rights of the Owner hereunder.

ARTICLE 9 DAMAGE AND DESTRUCTION

Section 9.1. Owner's Right to Repair and Rebuild Station. If, at any time during the Term as it may be extended, the Station affecting the Property are damaged or destroyed by fire or other casualty, the Owner, at its option and its sole cost and expense, shall have the right to repair, alter, restore, replace or rebuild the same as nearly as reasonably possible to its value, condition and character which existed immediately prior to such damage or destruction, subject to such changes or alterations as the Owner may elect to make. If the Owner does not elect to restore or rebuild, the Developer shall have the right to (i) terminate this Agreement upon written notice to the Owner and (ii) remove any damaged portions of the Improvements or the Project and/or restore the Project to a complete and architecturally harmonious appearance.

Section 9.2. Developer's Right to Restore. If, at any time during the Term as it may be extended, the Improvements on the Property shall be damaged or destroyed by fire or other casualty, the Developer, at its option and its sole cost and expense, shall have the right to (a) terminate this Agreement; or (b) repair, alter, restore, replace or rebuild the Improvements as nearly as reasonably possible to its value, condition and character which existed immediately

prior to such damage or destruction, subject to such changes or alterations as the Developer may elect to make that are substantially consistent with the Plans and Specifications.

Section 9.3. Plans for Repair. Before beginning any repairs or rebuilding, or letting any contracts in connection therewith, as necessitated by any damage to or destruction of the Property which adversely affects the entranceways to the Station or System or the Developer's Improvements, the Developer shall submit for the Owner's approval (which approval shall not be unreasonably withheld, conditioned or delayed) Construction Plans for such repairs or rebuilding.

Section 9.4. Loss Payees of Developer -Maintained Property Insurance. With respect to any policies of property insurance required to be maintained by the Developer in accordance with Article 8, the proceeds thereunder shall be payable to the Developer and shall be applied in whole to repair and/or restoration of the Improvements. If no repair and/or restoration of the Improvements is made by the Developer, the County shall be entitled to such insurance proceeds and Developer shall pay such proceeds within Five (5) days of receiving notice from the County requesting such proceeds.

ARTICLE 10 TRANSFERS

Section 10.1. Developer's Right to Transfer. During the Term, as it may be extended, the Developer shall have the right and privilege from time to time to sell, assign or otherwise transfer all or any portion of its rights under this Agreement, to such other persons, firms, corporations, general or limited partnerships, unincorporated associations, joint ventures, estates, trusts, any federal, state, County or municipal government bureau, department or agency thereof, or any other entities as the Developer shall select; subject, however, to the following:

- (1) Developer shall be required to obtain the prior written consent of the Owner for a transfer of the Agreement to any party that is on the County's Delinquent Vendor List or Disbarment List, or the equivalent thereof;
- (2) Developer shall not be in default under this Agreement in any material respect at the time of such sale, assignment or transfer;
- (3) Developer shall deliver written notice to Owner of such sale, assignment or transfer, together with a copy of the sale, assignment or transfer agreement (if applicable) and the address for the transferee thereunder;
- (4) Any sale, assignment or transfer of all or any part of the Developer's interest in this Agreement shall be made expressly subject to the terms, covenants and conditions of this Agreement, and such assignee or transferee shall expressly assume all of the obligations of the Developer under this Agreement, and agree to be subject to all conditions and restrictions to which the Developer is subject, but only for matters accruing after the sale, assignment or transfer; and

(5) Upon the sale, assignment or transfer by the Developer, the Developer shall be released and discharged from all of its duties and obligations from and after the effective date of such sale, assignment or transfer.

Developer shall be expressly authorized to assign this Agreement (but not the Project) to (i) the Miami Worldcenter Community Development District, (ii) the Miami WorldCenter Multipurpose Maintenance Special Taxing District, or (iii) any property owners' association or similar entity with authority to operate and maintain common elements of the Miami Worldcenter development. Further, Developer shall be expressly authorized without any further consent by Owner to assign this Agreement (but not the Project) to any subsidiary of Miami Worldcenter Holdings, LLC, a Delaware limited liability company, at any time during the first five (5) years of the initial Term. Notwithstanding anything to the contrary contained herein, Developer agrees that it shall not transfer the Project to an entity that is exempt from ad valorem real estate taxes.

Section 10.2. Owner's Right to Transfer. During the Term, as it may be extended, the Owner's right to transfer the Property or any portion thereof and to assign any of its rights and obligations under this Agreement shall be subject to the following:

(1) The Owner shall not be in default under this Agreement in any material respect at the time of such sale, assignment or transfer;

(2) The Owner shall deliver written notice to the Developer of such sale, assignment or transfer, together with a copy of the sale, assignment or transfer agreement (if applicable) and the address for the transferee thereunder;

(3) Any sale, assignment or transfer of all or any part of the Owner's interest in this Agreement and/or to the Property or the Improvements or any portion thereof shall be made expressly subject to the terms, covenants and conditions of this Agreement, and such assignee or transferee shall expressly assume all of the obligations of the Owner under this Agreement applicable to that portion of the Property or the Improvements being sold, assigned or transferred, and agree to be subject to all conditions and restrictions and obligations to which the Owner is subject, but only for matters accruing while such assignee or transferee holds, and only related to, the sold, assigned, or transferred interest; and

(4) Upon the sale, assignment or transfer by the Owner pursuant to the terms of this Agreement, the Owner shall be released and discharged from all of its duties and obligations hereunder from and after the effective date of such sale, assignment or transfer.

ARTICLE 11 EMINENT DOMAIN

Section 11.1. Entire or Partial Taking; Termination of Agreement. If (a) the power of eminent domain shall be exercised by any federal or state sovereign or their proper delegates by condemnation proceeding (a "Taking") with respect to the entire Property, or (b) there is a Taking of less than the entire Property during the Term and the remaining portion of the Property

not so taken cannot be adequately restored as required by the Developer in the Developer's sole discretion, then the Developer shall have the right, to be exercised by written notice to the Owner within one hundred twenty (120) days after the date of the Taking, to terminate this Agreement on a date to be specified in said notice, which date shall not be earlier than the date of such taking, in which case this Agreement shall be terminated and the term herein demised shall cease and terminate. The Developer's right to recover a portion of the award for a Taking, as hereinafter provided, is limited to the fair market value of the Improvements which the Developer paid for, and in no event shall the Developer be entitled to compensation for any fee interest in the Land. Notwithstanding anything herein contained to the contrary, the County shall be entitled to receive from the condemning authority not less than the appraised value of the Land and Improvements owned by the County. For the purpose of this Article 11, the date of Taking shall be deemed to be either the date on which actual possession of the Property or a portion thereof, as the case may be, is acquired by any lawful power or authority pursuant to the Taking or the date on which title vests therein, whichever is earlier. The Developer and the Owner shall, in all other respects, keep, observe and perform all the terms of this Agreement up to the date of such Taking.

Section 11.2. Partial Taking; Continuation of Agreement. If following a partial Taking during the Term, this Agreement is not terminated as hereinabove provided then, this Agreement shall terminate as to the portion of the Property taken in such condemnation proceedings, and, as to that portion of the Property not taken, the Developer shall have the right, but not the obligation, to proceed at its own cost and expense either to make an adequate restoration, repair or reconstruction or to rebuild the Improvements upon the Property affected by the Taking. In such event, the Developer's share of the award shall be determined in accordance with Section 11.1 herein.

ARTICLE 12 DEFAULT

Section 12.1. Events of Default. It shall be an "Event of Default" if either Party fails to keep, observe, or perform any of its obligations or duties imposed upon the Party under this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof from the other Party to the defaulting Party setting forth with reasonable specificity the nature of the alleged breach; or in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30) days, the defaulting Party fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default and thereafter continue to diligently pursue the curing of such default subject to Unavoidable Delays. Owner acknowledges that any lender providing financing to Developer in connection with the Project shall have the right, but not the obligation, to cure any default of Developer under this Agreement.

Section 12.2. Failure to Cure Default. If an Event of Default shall occur, the non-defaulting Party, at any time after the periods set forth in Section 12.1 and provided the defaulting Party has failed to cure such Event of Default within such applicable period, shall have the following rights and remedies, which are cumulative and in addition to any and all other remedies, in law or in equity that the non-defaulting Party may have against the defaulting Party:

(1) to sue the defaulting Party for all damages (as limited by Article 8), costs and expenses arising from the Event of Default and to recover all such damages, costs and expenses (as limited by Article 8); or

(2) to restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default and to obtain a decree specifically compelling performance of any such term or provision of this Agreement; or

(3) from and after the issuance of a final certificate of occupancy for the construction of the Project, to terminate any and all obligations that the non-defaulting Party may have under this Agreement, in which event the non-defaulting Party shall be released and relieved from any and all liability under this Agreement.

Section 12.3. No Waiver. No failure by either Party to insist upon the strict performance of any of the terms of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any of the terms of this Agreement. None of the terms of this Agreement to be kept, observed or performed by the Developer, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the non-breaching Party. No waiver of any breach shall affect or alter this Agreement, but each of the terms of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default of any Party hereunder shall be implied from any omission by the other Party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by any Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

ARTICLE 13 NOTICES

Section 13.1. Addresses. All notices, demands or requests by the Owner to the Developer shall be deemed to have been properly served or given, if addressed to Miami Worldcenter, 100 SE 2nd Street, Suite 3510, Miami, Florida 33131, and to such other address and to the attention of such other party as the Developer may, from time to time, designate by written notice to the Owner. If the Developer at any time during the Term changes its office address as herein stated, the Developer will promptly give notice of same in writing to the Owner. All notices, demands or requests by the Developer to the Owner shall be deemed to have been properly served or given if addressed to the Department of Transportation and Public Works, Director, or his or her designee, 701 NW First Court, 17th Floor, Miami, Florida, 33136, and to such other addresses and to the attention of such other parties as the Owner may, from time to time, designate by written notice to the Developer. If the Owner at any time during the Term hereof changes its office address as herein stated, the Owner will promptly give notice of same in writing to the Developer.

Section 13.2. Method of Transmitting Notice. All such notices, demands or requests (a “Notice”) shall be sent by: (a) United States registered or certified mail, postage prepaid, return receipt requested, (b) hand delivery, (c) nationally recognized overnight courier, or (d) electronic

transmission, provided the transmission is electronically confirmed and the original of the Notice is sent by one of the foregoing means of transmitting Notice within 24 hours of the electronic transmission. All postage or other charges incurred for transmitting of Notices shall be paid by the party sending same. Such Notices shall be deemed served or given on (a) the date received, (b) the date delivery of such Notice was refused or unclaimed, or (c) the date noted on the return receipt or delivery receipt as the date delivery thereof was determined impossible to accomplish because of an unnoticed change of address.

ARTICLE 14 CERTIFICATES BY THE COUNTY AND DEVELOPER

Section 14.1. Developer Certificate. The Developer agrees at any time and from time to time, upon not less than twenty (20) days' prior written notice by the Owner to execute, acknowledge and deliver to the Owner a statement in writing setting forth any monies then payable under this Agreement, if then known; certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the Agreement is in full force and effect as modified and stating the modification), and the dates to which monies (if any) have been paid, and stating (to the best of the Developer's knowledge) whether or not the Owner is in default in keeping, observing or performing any of the terms of this Agreement; and, if in default, specifying each such default (limited to those defaults of which the Developer has knowledge). It is intended that any such statement delivered pursuant to this Section 14.1 may be relied upon by the Owner or any prospective assignee, transferee or purchaser of the fee, but reliance on such certificate shall not extend to any default of the Owner as to which the Developer shall have no actual knowledge.

Section 14.2. Owner Certificates. The Owner agrees at any time and from time to time, upon not less than twenty (20) days' prior written notice by the Developer to furnish a statement in writing, in substantially the form attached hereto as Schedule 14.2 setting forth any monies then payable under this Agreement, if then known; certifying that this Agreement is unmodified and in full force and effect (or if there shall have been modifications that the Agreement is in full force and effect as modified and stating the modifications) and the dates to which monies (if any) have been paid; stating whether or not to the best of the Owner's knowledge, the Developer is in default in keeping, observing and performing any of the terms of this Agreement, and, if the Developer shall be in default, specifying each such default of which the Owner may have knowledge. It is intended that any such statement delivered pursuant to this Section 14.2 may be relied upon by any prospective lender, assignee, transferee or purchaser of the Developer's interest in this Agreement, but reliance on such certificate may not extend to any default of the Developer as to which the Owner shall have had no actual knowledge.

ARTICLE 15 CONSTRUCTION OF TERMS AND MISCELLANEOUS

Section 15.1. Severability. If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue to be valid and be enforced to the fullest extent permitted by law.

Section 15.2. Captions. The Article headings and captions of this Agreement and the Table of Contents preceding this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

Section 15.3. Relationship of Parties. This Agreement does not create the relationship of principal and agent or of mortgagee and mortgagor or of partnership or of joint venture or of any association between the Parties.

Section 15.4. Recording. This Agreement shall be recorded among the Public Records of Miami-Dade County, Florida, at the sole cost of the Developer.

Section 15.5. Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The Parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arms' length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement which has been drafted by counsel for both the Parties.

Section 15.6. Consents. Whenever in this Agreement the consent or approval of the Owner or the Developer is required, such consent or approval shall be made by the County Mayor or County Mayor's designee (on behalf of the Owner) and any duly authorized representative of Developer (on behalf of the Developer) and:

(a) shall not be unreasonably or arbitrarily withheld, conditioned, or delayed unless specifically provided to the contrary, and shall not require a fee from the Party requesting same;

(b) shall not be effective unless it is in writing; and

(c) shall apply only to the specific act or transaction so approved or consented to and shall not relieve the Developer or the Owner, as applicable, of the obligation of obtaining the other's prior written consent or approval to any future similar act or transaction.

(d) Material amendments to this Agreement shall require the consent of the FTA, the FDOT and the Board and shall not be effective until the consent of each of those entities is obtained.

Section 15.7. Entire Agreement. This Agreement and the Access and Utility Easement (the "Easement") dated as of the date hereof contain the entire agreement between the Parties hereto. This Agreement shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto and such amendment has been approved by the required parties. In the event of any conflict between the terms of this Agreement and the terms of the Easement, the terms of the Easement shall prevail.

Section 15.8. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the Owner, its successors and assigns, and to the Developer, its successors and assigns, except as may be otherwise provided herein.

Section 15.9. Holidays. It is hereby agreed and declared that whenever the day on which a payment due under the terms of this Agreement, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day. Any mention in this Agreement of a period of days for performance shall mean calendar days, except as otherwise set forth herein.

Section 15.10. Schedules. Each Schedule referred to in this Agreement has been initialed by the parties and forms an essential part of this Agreement. The Schedules, even if not physically attached, shall be treated as if they were part of this Agreement.

Section 15.11. Brokers. The Parties hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Agreement.

Section 15.12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 15.13. Cooperation; Expedited Permitting. The Parties agree to reasonably cooperate with each other to the full extent practicable pursuant to the terms and conditions of this Agreement. The Parties agree that time is of the essence in all aspects of their respective and mutual responsibilities pursuant to this Agreement. The Owner shall use its best efforts to assist the Developer in obtaining its Permits and achieving its development and construction milestones for the Improvements.

Section 15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

Section 15.15. Intentionally Omitted.

Section 15.16. No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 15.17. Further Assurances. The Parties agree that at any time, and from time to time, after the execution and delivery of this Agreement, they shall, upon the request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably requested in order to more fully effectuate the purposes of this Agreement.

Section 15.18. Independent Private Sector Inspector General (IG) Requirements. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Developer shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Developer's prices and any changes thereto approved by the County, be inclusive of any charges relating to these

IPSIG services. The terms of this provision apply to the Developer, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Section shall not impose any liability on the County by the Developer or any third party.

Section 15.19. Miami-Dade County Inspector General Review.

(1) According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts.

(2) The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to this Agreement. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process for the Improvements, including but not limited to project design, specifications, proposal submittals, activities of the Developer, its officers, agents and employees, lobbyists, County staff and elected officials relating to this Agreement or the Improvements to ensure compliance with the specifications of this Agreement and to detect fraud and corruption.

(3) Upon written notice to the Developer from the Inspector General or IPSIG retained by the Inspector General, the Developer shall make all requested records and documents relating to this Agreement or the Improvements available to the Inspector General or IPSIG for inspection and copying during reasonable business hours. The Inspector General and IPSIG shall have the right upon prior notice and during reasonable times, to inspect and copy all documents and records in the Developer's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of this Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 16
REPRESENTATIONS AND WARRANTIES

Section 16.1. Owner's Representations and Warranties. The Owner hereby represents and warrants to the Developer that:

(1) It has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions and that the persons signing this Agreement on behalf of the County have the authority to bind the Owner and to enter into this transaction and the Owner has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Agreement.

(2) The Owner will make the Property available to the Developer as contemplated in this Agreement.

(3) Throughout the Term, as it may be extended, the Owner will endeavor to continue transit service to and from the Station on a daily basis, subject to service disruptions that may occur occasionally and which shall not be considered termination of service under this Agreement.

(4) In accordance with Section 125.411(3) of the Florida Statutes, the Owner does not warrant the title or represent any state of facts concerning the title to the Property, except as specifically stated in this Agreement.

Section 16.2. Developer's Representations and Warranties. The Developer hereby represents and warrants to the Owner that it has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions and that the parties signing this Agreement on behalf of the Developer have the authority to bind the Developer and to enter into this transaction and the Developer has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Agreement.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the Owner has caused this Development Agreement to be executed in its name by the County Mayor or his or her designee; as authorized by the Board of County Commissioners.

ATTEST:

OWNER:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY
a political subdivision of the State of Florida

By: _____
Title: Deputy Clerk

By: _____
Name:
Title: County Mayor or designee



Approved as to form and legal sufficiency
Print Name:

[Signature Page to Development Agreement]

Exhibit A

Land Location Sketch

Schedule 2.1

Description of Improvements

1. Site
 - a. Install new sidewalk paving, hardscape, art, and landscaping, including irrigation for landscaping.
 - b. Preserve existing memorial medallions in paving.
 - c. Install bike racks and other hardscape.
 - d. Install lighting to illuminate pedestrian areas throughout the site.
 - e. Install directional signage for Project components.
2. Station Renovations
 - a. Stairs
 - Install new anti-slip tread surface
 - Refinish risers and handrails
 - b. Escalators
 - Remove and clean steps, clean pits and Belt Maintenance
 - c. Elevator
 - Replace existing elevator cab with new cab
 - Replace existing elevator doors and windows with new
 - Install new elevator signals and controls
 - d. Platform
 - Remove existing tile and grout down to the slab
 - Install new granite floor tiles with 2' wide ADA rubber tiles at platform edge
 - Remove existing seating
 - Install new seating on platform
 - e. Lighting
 - Install new lighting on stairs and throughout station
 - f. Roof
 - Remove canopy over south stair and escalator
 - Replace canopy over south stair and escalator with new metal and glass canopy with steel supports
 - Keep existing vaulted concrete roof above platform
 - Pressure wash roof
 - Install direction lighting on West Roof façade
 - g. Walls
 - Pressure wash existing walls
 - Repaint all existing exposed concrete and steel surfaces
3. Signage
 - a. Replace environmental graphics at Station.
 - b. Procure and install new station identification signage.
 - c. Add environmental graphics at station and adjacent tracks to support mall amenities (parking entry/exit).
4. Electrical Vault / Substation Building
 - a. Remove fencing-surrounding-electrical vault.
 - b. Decorate building exterior with paint, plaster, and art installations.

[Schedule 2.1]

- c. Install landscape and hardscape throughout the parcel containing the vault.

Schedule 6.6

Description of Improvements Maintained by Developer

- Hardscape, art, and landscaping, including irrigation for landscaping;
- At-grade wayfinding signage at entry points to the Station;
- Art treatment on Electrical Vault/Substation Building
- Landscaping surrounding Electrical Vault/Substation Building

[Schedule 6.6]

Schedule 14.2

Owner's Estoppel Certificate

(Form subject to amendments based on the Developer or any requirements of the Developer's lenders or successors and/or assigns)

Re:

Ladies and Gentlemen:

Owner has been advised that [_____] (the "Relying Party") intends to _____ [make a loan] [acquire _____] [sublease _____] [lease _____] [take an assignment of _____] (the "Transaction") in connection with the Project and/or Improvements described in the Agreement, and that, in connection with the Transaction, the Relying Party will act in material reliance upon this Estoppel Certificate from the Owner.

The Owner hereby certifies, represents, warrants, acknowledges and agrees as follows:

1. A true, complete and correct copy of the Agreement is attached to this Estoppel Certificate as Exhibit A. There have been no amendments, modifications, extensions, renewals or replacements of the Agreement (other than as attached hereto).

2. Other than those contained in writing in the Agreement, the Developer has made no representations, warranties or covenants to or in favor of the Owner with respect to the Project.

3. The Agreement is in full force and effect. The Developer has constructed the Improvements and is maintaining the Improvements in accordance with the terms of the Agreement. The Owner has no knowledge of any set offs, claims or defenses to the enforcement of the Agreement or the Developer's rights thereunder (except as expressed hereunder or attached hereto).

4. To the Owner's knowledge, (i) there is no Event of Default by the Developer or the Owner; (ii) neither the Developer nor the Owner is in breach under the Agreement, and (iii) no event has occurred or condition exists which, with the giving of notice or passage of time, or both, could result in an Event of Default or breach under the Agreement by either party (except as expressed hereunder or attached hereto).

5. As of [date], no amounts or sums are due from the Developer to the Owner.

6. The Owner has no knowledge of any present condition or event that may give rise to a violation of any federal, state, County or municipal law, regulation, ordinance, statute, rule, order or directive applicable to the Agreement, the Property, the Improvements or the Project (except as expressed hereunder or attached hereto).

[Schedule 14.2]

7. The undersigned is properly authorized to execute this Estoppel Certificate and the Relying Parties have the right to rely on this Estoppel Certificate.

Except as otherwise expressly defined in this Estoppel Certificate, all capitalized and/or defined terms when used herein will have the same meanings as given such terms in the Agreement. This Certificate may be delivered by the Owner by facsimile; pdf or facsimile signature.

Dated this ____ day of _____, 20__.

Very truly yours,

[Schedule 14.2]

This instrument prepared by or under the direction of:

Ryan D. Bailine, Esq.
Greenberg Traurig, P.A.
333 SE 2nd Avenue, Suite 4400
Miami, Florida 33131

(This space reserved for Clerk)

ACCESS, TEMPORARY CONSTRUCTION, DRAINAGE AND UTILITY EASEMENTS AGREEMENT

THIS ACCESS, TEMPORARY CONSTRUCTION, DRAINAGE AND UTILITY EASEMENTS AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2019 (the “**Effective Date**”), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, by and through **THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS** (collectively, the “**County**” or “**DTPW**”), whose place of business and mailing address is at 701 NW 1st Court, 17th Floor, Miami, Florida 33136, as Grantor; and **MIAMI A/I, LLC**, a Delaware limited liability company (“**Miami A/I**”), **MIAMI A/I COMMERCIAL ASSOCIATION HOLDINGS, LLC**, a Florida limited liability company (“**Miami A/I Commercial**”), **MWC RETAIL, LLC**, a Florida limited liability company (“**MWC Retail**”) and **MWC GARAGE, LLC**, a Florida limited liability company (“**MWC Garage**”) (“**Miami A/I, Miami A/I Commercial, MWC Retail and MWC Garage**, collectively are referred to herein as “**MWC**” and individually as an “**Owner**”), whose place of business and mailing address is c/o Miami/AI Commercial, 100 SE 2nd Street, Suite 3510, Miami, Florida 33131, as Grantee.

WITNESSETH:

WHEREAS, the Owners are the owners of those parcels of land, to be improved from time to time, more particularly described on Exhibit “A” attached hereto and made a part hereof (collectively, the “**MWC Property**” and individually, a “**Property**”) and to be redeveloped into mixed-use commercial and residential developments; and

WHEREAS, the eastern boundary of the MWC Property is directly adjacent to and west of certain lands owned by the County and operated by DTPW (the “**Transit Property**”) containing an elevated Metromover rail line and a Metromover station located along NE 2nd Avenue between NE 8th Street and NE 9th Street (such rail line and station collectively referred to herein as the “**Omni Metromover Loop/Corridor and Stations**”); and

WHEREAS, to facilitate the new development of the MWC Property with proper access for vehicular and pedestrian ingress and egress, with proper utility passageways or routes for service lines and proper drainage, the County desires to grant to MWC certain access, temporary construction, drainage and utility easements across the Transit Property; and

WHEREAS, the access and temporary construction easements will be a benefit to the general public and to the County whereby the residents of Miami-Dade County will have access through the Transit Property to the developments on the MWC Property; and

WHEREAS, pursuant to Resolution R-504-15, adopted by Miami-Dade County Board of County Commissioners on June 2, 2015, the utility service lines serving the MWC Property shall be directly buried underground for aesthetic presentation, with no or very little above ground appearances; and

WHEREAS, pursuant to R-504-15, certain drainage facilities serving the MWC Property shall be located within the Drainage Easement Area (as defined below); and

WHEREAS, the access easements, temporary construction, drainage and utility easements are designed to cross the Transit Property so as to enter or have access to NE 2nd Avenue, a public road; and

WHEREAS, the access easements, temporary construction, drainage and utility easements shall not interfere with any existing DTPW or County infrastructures as located within the Transit Property.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the sum of Ten and No/100 Dollars (\$10.00) in hand paid by each party hereto to the other and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree to the terms, conditions and covenants hereinafter set forth:

ARTICLE I RECITALS; TERM

1.1 Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as if set out in full in the body of this Agreement.

1.2 Consideration. County is entering into this Agreement for and in consideration of the mutual covenants contained herein and in consideration of MWC Garage granting that certain duct bank easement for the benefit of County pursuant to that certain Utility Easement Agreement dated as of the date hereof, executed by MWC Garage, as Grantor, and County, as Grantee, and recorded in the Official Public Records of Miami-Dade County, Florida, simultaneously herewith.

ARTICLE II ACCESS EASEMENTS

2.1 Access and Temporary Construction Easements. The County, as the owner of the Transit Property, as Grantor, hereby grants and conveys unto each Owner comprising MWC, the Grantee, for the benefit of, and as appurtenances to the MWC Property, as improved from time to time, and to MWC and its successors and designated assigns, for the term of this Agreement:

(a) non-exclusive perpetual surface easements (the “**Access Easements**”) for access, ingress and egress on, upon and across those portions of the Transit Property more particularly described on Exhibit “B” attached hereto and made a part hereof (the “**Access Easement Area**”), for purposes of providing passageways for vehicles (including, but not limited to, bicycles, cars, trucks, tractor-trailers, construction vehicles, and other heavy vehicles that satisfy the vertical clearance requirements of the Metromover guideway infrastructure located above the Access Easement Area) and pedestrians to travel upon, on, over, and across the Access Easement Area; and

(b) a non-exclusive easement (the “**Temporary Construction Easement**”) (i) across the Access Easement Areas and the immediately adjacent Transit Property to install, construct, maintain, repair and replace all of the roadways, curbs, sidewalks and other access facilities to be located on the Access Easement Area and any modifications required to connect to public roadways through the Access Easement Area (collectively, the “**Access Improvements**”) and the Traffic Work (as defined below), as needed from time to time, (ii) across, over and above the Transit Property for the purpose of construction and development of any and all improvements on the MWC Property, and any other repair and maintenance activities in connection therewith, including without limitation, (1) swinging a crane (but not materials or loads), (2) installing overhead protection and netting and barriers restricting pedestrian access to construction areas, (3) installation of temporary sheet piling to shore up the MWC Property or the Transit Property during construction, and (4) placement of temporary utility facilities, (iii) across the Access Easement Areas and the immediately adjacent Transit Property for the purpose of storage of materials (including, but not limited to, construction materials), and/or construction staging (including, but not limited to, the temporary placement of trailers, equipment, or machinery), and (iv) across, over and above the Transit Property for the purpose of installation, construction, maintenance, repair, and replacement of the Utilities (as defined in Section 3.1 hereof). The Temporary Construction Easement relating to the initial construction on the MWC Property shall be effective from and after the Effective Date and shall terminate on a Property by Property basis, on the date the improvements constructed on each Property of an Owner receives a final certificate of occupancy.

The Access Easements and the Temporary Construction Easement shall be effective from and after the Effective Date, for the use and benefit of each Owner comprising MWC and the employees, agents, representatives or contractors (collectively, “**Agents**”) of such Owners, together with their respective lessees, tenants and other occupants from time to time of the MWC Property, and the customers, employees, agents, representatives, tenants, subtenants, licensees, contractors, concessionaires and business invitees thereof (collectively, “**Permitted Users**”). Each Owner (each with respect to the Property owned by such Owner), however, specifically agrees to abide by, and understands that, Owner, and any of its employees, agents, officers, partners, members, principals, representatives, or contractors are STRICTLY PROHIBITED from storing toxic or flammable materials on any property owned by the County, including but not limited to the Access Easement Area, the Temporary Construction Easement area, and/or the Utility Easement Area. The use of the Access Easements and the Temporary Construction Easement shall at all times conform to Applicable Laws and any operational requirements for the Miami-Dade County Transit System (the “**System**”), including without limitation the then-current version of the Adjacent Construction Safety Manual. The System shall include, without limitation, all trains, buses, fixed guideways, stations, parking lots and parking structures, drop

off/pickup areas, transit stops and shelters, bus bays, streets and sidewalks adjacent thereto owned by the County, and all maintenance facilities, structures and all associated facilities required in the operation of the System and owned by the County.

2.2 Third Party Conflicts. If any part of the Access Easement Area is encumbered by a prior easement in favor of a third party that is not used to provide services to property owned by the County and that conflicts with the Access Easements or the Temporary Construction Easement, the applicable Owner, at its sole cost and expense, shall use its best efforts to obtain an appropriate amendment or release from the beneficiary of such easement, and the County shall not unreasonably withhold its consent to executing and delivering such amendment or release.

2.3 Construction.

(a) Each Owner (each with respect to the Property owned by such Owner) shall be responsible, at its sole cost and expense, to install and construct the Access Improvements. The Access Improvements shall be constructed and completed in compliance with applicable governmental requirements, laws, codes, ordinances, rules, regulations, and restrictions (collectively, "**Applicable Laws**"), and substantially in accordance with the plans and specifications pertaining to such work approved by the applicable governmental authorities, departments, bodies, bureaus and agencies with jurisdiction (collectively, "**Governmental Authorities**"), to the extent required to obtain a building permit for such Access Improvements.

(b) To the extent required to comply with Applicable Laws or to satisfy the requirements of the approvals obtained in connection with the development of the MWC Property, Each Owner (each with respect to the Property owned by such Owner) shall, at its sole cost and expense, construct, install and pay for any signage, traffic control signals and devices, street-widening, turning-lanes, curb-cuts, directional barriers, striping, paving or other improvements required to guide and control the orderly flow of traffic across the Access Easement Area to and from such Owner's Property (collectively, the "**Traffic Work**"). Each Owner's obligations with respect to the Traffic Work within any Access Easement Area shall be deemed to be satisfied on a Property by Property basis, at the time the City of Miami issues a temporary certificate of occupancy for any structure on such Property accessed through the Access Easement Area.

(c) Once an Owner commences construction of Access Improvements on such Owner's Property, such Owner shall diligently pursue same to completion. To the extent within an Owner's reasonable control, Owners shall use reasonable efforts to perform such work in such a manner as to minimize any material interference with the operation of the System, as a whole or part thereof, unless such material interference is necessary and MWC receives prior approval from the DTPW Director.

(d) If any Owner(s) or any of its Agents damages any portion of the System, as a whole or part thereof during the installation of the Access Improvements, such Owner(s) shall be responsible for promptly repairing such damage at the sole cost and expense of the responsible Owner(s). Each Owner shall have non-exclusive right and privilege to temporarily access any areas of the Transit Property and adjacent to any Access Easement Area to the extent

necessary to install, repair or maintain the Access Improvements at such times as Access Improvements are being installed, repaired, replaced or maintained.

2.4 Maintenance and Repair. Unless and until such time as the Access Easement Area over any Property is dedicated to, and accepted by any applicable Governmental Authority having jurisdiction over the Access Easement Area (it being acknowledged that neither party shall have any obligation to make or agree to any such dedication), the Owner of such Property shall be responsible, at its cost, for the performance of maintenance, repairs and replacements with respect to the Access Improvements so located in the Access Easement Area in order to keep the same in a good condition and state of repair and in accordance with all Applicable Laws, except for any damages caused by County or its Agents with respect to the Access Easement Area. To the extent within an Owner's reasonable control, an Owner shall use reasonable efforts to perform such work in such a manner as to minimize any material interference with the operation of the System, as a whole or part thereof, unless such material interference is necessary and MWC receives prior approval from the DTPW Director.

2.5 Commercial Operations. As a condition to the granting of the Access Easements for the commercial drives that will be constructed in the Access Easement Areas shown on Exhibit B (the "**Commercial Drives**"), each Owner agrees to use good faith efforts to restrict commercial cargo loading or unloading on the loading docks accessed from the Commercial Drives between the hours of 4:00 p.m. and 6:00 p.m., Monday through Friday. In addition, all commercial cargo loading and unloading at the loading docks accessed from the Commercial Drives shall be supervised by a dockmaster whose job duties include monitoring the use of the loading docks.

ARTICLE III UTILITY EASEMENTS

3.1 Utility Easements. The County, as the owner of the Transit Property, as Grantor, hereby grants and conveys unto each Owner, each as the Grantee, for the benefit of, and as appurtenances to, the Property owned by such Owner, as improved from time to time, and their respective successors and designated assigns, non-exclusive perpetual easements (the "**Utility Easement**"), under, upon and across the Access Easement Area described in Exhibit "B", to be further defined in accordance with Section 3.2, in each case for installation of, access to and the use, maintenance, repair, and replacement of utility facilities of all types located both above and below ground, including meters, to serve the Property owned by such Owner including, but not limited to, facilities providing electricity, natural gas, water, sewage, storm water, telephone, cable and data services (collectively, the "**Utilities**"); provided that no Utility Easement shall conflict with the operation of the System, as a whole or a part thereof. The County, as Grantor, shall not obstruct the Utility Easement or construct any improvements within the Utility Easement to the extent such obstruction of the Utility Easement or construction of any such improvements within the Utility Easement interferes with any rights or privileges granted to an Owner, as Grantee, hereunder.

3.2 Specific Location of Utility Easement. At the time this Agreement is recorded, the "**Utility Easement Area**" shall refer to the area depicted in Exhibit "B" attached hereto, which represents the outermost boundaries of the areas where Utilities may be placed. Each

Owner (each with respect to the Property owned by such Owner) shall use commercially reasonable efforts to minimize the portion of the Utility Easement Area that is permanently occupied by Utilities, subject to requirements imposed by Applicable Laws and the providers of the Utilities. Promptly after the completion of the construction or installation of any Utilities on the Transit Property, such Owner shall, at its sole cost and expense, deliver to County (i) a set of final "as-built" drawings thereof, and (ii) a survey of the final and actual Utility Easement Area prepared by a Florida licensed and insured surveyor meeting the Minimum Technical Standards for surveys of real property in the State of which shall include a strip of land on each side of the centerline of the installed Utilities with the minimum width required by the applicable Utility provider, with an accompanying sketch of the legal description. Under no circumstances shall such legal description(s) include any portion of the Transit Property located under a building on grade or under any of the structural supports for the Miami-Dade Metromover, including but not limited to the Omni Metromover Loop/Corridor and Stations. Upon the final determination of the Utility Easement Area in accordance with this paragraph, County and each Owner (each with respect to the Property owned by such Owner) shall record an instrument in the Public Records of Miami-Dade County, Florida containing the agreed-upon legal description(s) which shall confirm the area(s) subject to the applicable Utility Easement which shall be the final "**Utility Easement Area**" for purposes of this Agreement. When all Utilities have been installed in connection with the development of a Property, County and the Owner of such Property shall execute and record a notice, substantially in the form attached as Exhibit "C", confirming that all adjustments to the Utility Easement Area have been completed in accordance with this paragraph. Each Owner (each with respect to the Property owned by such Owner) shall have the non-exclusive right and privilege to temporarily access, with actual notice to the County and compliance with the DTPW Adjacent Construction Safety Manual or its replacement, any areas which are owned by County and adjacent to any Utility Easement Area to the extent necessary to install, repair or maintain the Utilities at such times as such Owner is installing, replacing or maintaining the Utilities.

3.3 Assignable to Utility Providers. County acknowledges that each Owner (each with respect to the Property owned by such Owner) shall have the right to authorize providers of Utilities to use the Utility Easement Areas granted herein for the purpose of installing and maintaining underground facilities to serve the Property owned by such Owner. If the provider of any of the Utilities requires that the Utility Easement be granted in a form prepared by the utility provider, the County agrees that it shall, upon the written request of an Owner, execute a reasonable form of utility easement in favor of such utility provider. In any case, each utility provider shall be solely responsible for installing its facilities in accordance with this Agreement including, without limitation, the lien-free installation, maintenance and repair of the facilities it installs within the Utility Easement Areas. The County acknowledges that each Owner (each with respect to the Property owned by such Owner) shall also have the right to convey utility facilities installed in the Utility Easement Areas to the providers of such Utilities. Each Owner (each with respect to the Property owned by such Owner) shall notify the County promptly after any such conveyance.

3.4 Third Party Conflicts. If any part of the Utility Easement Area is encumbered by a prior easement in favor of a third party that is not used to provide services to any property owned by the County and that conflicts with the Utility Easements, each Owner (each with respect to the Property owned by such Owner), at its sole cost and expense, shall use its best

efforts to obtain an appropriate amendment or release from the beneficiary of such easement, and County shall not unreasonably withhold its consent to executing and delivering such amendment or release.

3.5 Construction. It shall be the responsibility of each Owner (each with respect to the Property owned by such Owner), at its sole cost and expense, to install and construct (or to cause the applicable utility providers to install and construct) any Utilities within the Utility Easement Area located within such Owner's Property as and to the extent that such Owner elects, in such Owner's sole discretion, to do so. If an Owner (each with respect to the Property owned by such Owner) elects to construct such Utilities, the Utilities shall be constructed and completed in compliance with all Applicable Laws and substantially in accordance with the approvals obtained in connection with the development of the Property owned by such Owner. The obligations of each Owner (each with respect to the Property owned by such Owner) with respect thereto shall be deemed to be satisfied when the City of Miami issues a temporary certificate of occupancy for any structure on the Property of such Owner served by Utilities located within the Utility Easement Area, and to the extent such work otherwise requires a permit from County, in which case such Owner's obligations shall be deemed satisfied when such permit is closed. Once an Owner (each with respect to the Property owned by such Owner) commences construction or installation of the Utilities, such Owner shall diligently pursue same to completion. To the extent within an Owner's reasonable control, each Owner (each with respect to the Property owned by such Owner) shall use reasonable efforts to perform such work in such a manner as to minimize any material interference with the operation of the System, as a whole or part thereof, unless such material interference is necessary and such Owner receives prior approval from the DTPW Director. If an Owner (each with respect to the Property owned by such Owner) or any of its Agents damages any portion of the System, as a whole or part thereof during the installation of the Utilities, such Owner shall be responsible for promptly repairing such damage at its sole cost and expense. No visible improvements constructed by an Owner shall be permitted on the surface of the Utility Easement Area, except for minor improvements (if any) incidental to the Utilities that do not have a material negative impact on the use of the affected property or appearance thereof.

3.6 Maintenance and Repair. Each Owner (each with respect to the Property owned by such Owner) (or the applicable utility provider) shall be responsible, at its cost, for the performance of maintenance, repairs, and replacements with respect to the Utilities located in the Utility Easement Area in order to keep the same in a good condition and state of repair and in accordance with Applicable Laws. To the extent within an Owner's reasonable control, each Owner (each with respect to the Property owned by such Owner) shall use reasonable efforts to perform such work in such a manner as to minimize any material interference with the operation of the System, as a whole or part thereof, unless such material interference is necessary and such Owner receives prior approval from the DTPW Director. Notwithstanding the foregoing, if an Owner (each with respect to the Property owned by such Owner) or its Agents damages any portion of the System during the maintenance, repair, or replacement of the Utilities, such Owner shall be responsible for promptly repairing such damage at its sole cost and expense.

ARTICLE IV DRAINAGE EASEMENT

4.1 Drainage Easements. The County, as the owner of the Transit Property, as Grantor, hereby grants and conveys unto each Owner, each as the Grantee, for the benefit of, and as appurtenances to, the Property owned by such Owner, as improved from time to time, and their respective successors and designated assigns a non-exclusive perpetual easement (the “**Drainage Easement**”), under, upon and across certain area described in Exhibit “B” (the “**Drainage Easement Area**”), for installation of, access to and the use, maintenance, repair, and replacement of drainage facilities to serve the Property owned by such Owner (collectively, the “**Drainage Facilities**”). The County, as Grantor, shall not obstruct the Drainage Easement or construct any improvements within the Drainage Easement or the Drainage Easement Area to the extent such obstruction of the Drainage Easement or construction of any such improvements within the Drainage Easement Area interferes with any rights or privileges granted to an Owner, as Grantee, hereunder. Each Owner (each with respect to the Property owned by such Owner) shall have the non-exclusive right and privilege to temporarily access, with actual notice to the County and compliance with the DTPW Adjacent Construction Safety Manual or its replacement, any areas which are owned by County and adjacent to the Drainage Easement Area to the extent necessary to install, repair or maintain the Drainage Easement and any Drainage Facilities at such times as such Owner is installing, replacing or maintaining the Drainage Facilities.

4.2 Third Party Conflicts. If any part of the Drainage Easement Area is encumbered by a prior easement in favor of a third party that is not used to provide services to any property owned by the County and that conflicts with the Drainage Easement, each Owner (each with respect to the Property owned by such Owner), at its sole cost and expense, shall use its best efforts to obtain an appropriate amendment or release from the beneficiary of such easement, and County shall not unreasonably withhold its consent to executing and delivering such amendment or release.

4.3 Construction. It shall be the responsibility of each Owner (each with respect to the Property owned by such Owner), at its sole cost and expense, to install and construct (or to cause the applicable utility providers to install and construct) the Drainage Facilities within the Drainage Easement Area located within such Owner’s Property as and to the extent that such Owner elects, in such Owner’s sole discretion, to do so. If an Owner (each with respect to the Property owned by such Owner) elects to construct such Drainage Facilities, the Drainage Facilities shall be constructed and completed in compliance with all Applicable Laws and substantially in accordance with the approvals obtained in connection with the development of the Property owned by such Owner. The obligations of each Owner (each with respect to the Property owned by such Owner) with respect thereto shall be deemed to be satisfied when the City of Miami issues a temporary certificate of occupancy for any structure on the Property of such Owner served by the Drainage Facilities located within the Drainage Easement Area, and to the extent such work otherwise requires a permit from County, in which case such Owner’s obligations shall be deemed satisfied when such permit is closed. Once an Owner (each with respect to the Property owned by such Owner) commences construction or installation of the Drainage Facilities, such Owner shall diligently pursue same to completion. To the extent within an Owner’s reasonable control, each Owner (each with respect to the Property owned by such

Owner) shall use reasonable efforts to perform such work in such a manner as to minimize any material interference with the operation of the System, as a whole or part thereof, unless such material interference is necessary and such Owner receives prior approval from the DTPW Director. If an Owner (each with respect to the Property owned by such Owner) or any of its Agents damages any portion of the System, as a whole or part thereof during the installation of the Drainage Facilities, such Owner shall be responsible for promptly repairing such damage at its sole cost and expense.

4.4 Maintenance and Repair. Each Owner (each with respect to the Property owned by such Owner) (or the applicable utility provider) shall be responsible, at its cost, for the performance of maintenance, repairs, and replacements with respect to the Drainage Easement located in the Drainage Easement Area in order to keep the same in a good condition and state of repair and in accordance with Applicable Laws. To the extent within an Owner's reasonable control, each Owner (each with respect to the Property owned by such Owner) shall use reasonable efforts to perform such work in such a manner as to minimize any material interference with the operation of the System, as a whole or part thereof, unless such material interference is necessary and such Owner receives prior approval from the DTPW Director. Notwithstanding the foregoing, if an Owner (each with respect to the Property owned by such Owner) or its Agents damages any portion of the System during the maintenance, repair, or replacement of the Drainage Facilities within the Drainage Easement Area, such Owner shall be responsible for promptly repairing such damage at its sole cost and expense.

ARTICLE V CONSTRUCTION REQUIREMENTS

5.1 General Construction Standards. In addition to the other requirements set forth in this Agreement, the parties acknowledge and agree that all construction, installation, maintenance, replacement or repair work required or permitted hereunder, shall be performed by contractors licensed and insured in the State of Florida, and that all such work shall be performed in accordance with all Applicable Laws. Upon completion of any work by an Owner (each with respect to the Property owned by such Owner) or its Agents within the Easement Areas, the areas affected thereby shall be promptly restored to substantially the same condition as existed prior to commencement of such work or better, excluding any specific work done (e.g., installation of a utility connection or manhole).

5.2 Information Requirements. County shall supply each Owner with drawings, schematics and other information regarding the existing improvements on the Transit Property, pursuant to written request from an Owner, to allow each Owner and its Agents to design and install the Access Improvements, the Utilities and the Drainage Facilities. Following completion of construction of the Access Improvements, the Utilities and the Drainage Facilities, each Owner (each with respect to the Property owned by such Owner) shall, upon written request from County, provide County with as-built drawings and schematics depicting the improvements constructed by such Owner in the Easement Areas.

5.3 No Storage or Construction Staging. No storage of materials (including, but not limited to, construction materials), and/or construction staging (including, but not limited to, the temporary placement of trailers, equipment or machinery) shall be allowed on any portion of any

Easement Areas, except (a) for County operations and maintenance, from time to time, as deemed appropriate to utilize same space for parking for the maintenance of the System, and (b) as otherwise provided in this Agreement.

5.4 No Liens. Each Owner (each with respect to the Property owned by such Owner) shall keep the Easement Areas at all times free of mechanics' liens and any other liens for labor, services, supplies, equipment or materials purchased or procured, directly or indirectly, by or for such Owner. In no event will an Owner (each with respect to the Property owned by such Owner) have the right to create, or permit there to be established by virtue of any act or omission, any lien or encumbrance of any nature against any property owned by the County, the Transit Property, or the Easement Areas. If any such lien or encumbrance is filed against any of the Easement Areas as a result of any action by an Owner (each with respect to the Property owned by such Owner), then such Owner shall discharge same of record by payment or bonding off the lien within twenty (20) days after receipt of written notice of the filing thereof, failing which such Owner will be in default under this Agreement and County shall have the right to pay or bond off the lien and shall be entitled to reimbursement by such Owner for all costs and expenses actually incurred in connection therewith, together with interest at the statutory rate established pursuant to Section 55.03(1), Florida Statutes, from the date paid until so reimbursed.

5.5 "AS IS" Condition. Each Owner (each with respect to the Property owned by such Owner) accepts each easement and each of the Easement Areas to which it is granted rights hereunder based on their "AS IS" physical condition and in an "AS IS" state of repair, subject only to the maintenance and repair obligations expressly set forth herein. County expressly disclaims and makes no representations or warranties, whether expressed or implied, to any Owner with respect to the various easements granted hereunder or any of the Easement Areas or facilities located therein, including, without limitation, with respect to merchantability of title, the suitability or fitness of the Easement Areas or such facilities for any of the uses or purposes contemplated by this Agreement or otherwise, or the compliance of same with all Applicable Laws.

5.6 Bus Bridge. In the event that the construction activities of an Owner (each with respect to the Property owned by such Owner) within the Easement Areas causes interruption of the Metromover system movements throughout the Omni Metromover Loop/Corridor and Stations, the following procedures will be put immediately in operation until all elements have been assessed and Metromover movements return to standard and customary operations as previously operated in the normal course of business, and in such events the responsible Owner will reimburse County for all third party out-of-pocket actual costs of an alternate means to transport Metromover passengers during such unforeseen occurrence during construction development that impedes movement of normal Metromover traffic (the "**Bus Bridge**"):

(a) Metromover system will stop normal operations on the Omni Metromover Loop/Corridor and Stations and a bus route will be immediately activated.

(b) Such Owner shall provide professional assessment of the situation and within 48 hours after the interruption of Metromover service shall submit to County a complete schedule for the repairs, including but not limited to, field inspection assessments signed and sealed by a Professional Engineer licensed in the State of Florida.

(c) Such Owner will be responsible for all third party out of pocket actual costs associated with the bus route implemented until a permanent solution is implemented and accepted to the satisfaction of County. Such Owner's liability to County shall be calculated based on the duration of the outage and the hourly cost of the Bus Bridge at the time of the occurrence.

A closure of the Park West Metromover Station or a portion thereof to facilitate any work contemplated by this Agreement shall not require the implementation of a Bus Bridge. The Bus Bridge shall be implemented only if there is system-wide interruption of Metromover service throughout the Omni Metromover Loop/Corridor and Stations.

ARTICLE VI INSURANCE AND INDEMNITY; LIMITATION OF LIABILITY

6.1 Insurance.

(a) Casualty Insurance. Each Owner (each with respect to the Property owned by such Owner) shall be responsible for insuring the improvements that are constructed by such Owner on the Transit Property pursuant to this Agreement and County shall have no liability therefor, except for any damages that are caused by County or its agents, representatives, employees, or contractors.

(b) Liability Insurance. Each Owner (each with respect to the Property owned by such Owner) shall maintain, and shall provide County with certificate(s) of insurance confirming, the following insurance coverage prior to the commencement of any construction in the Easement Areas:

(i) Worker's Compensation Insurance for all employees of such Owner as required by Chapter 440, Florida Statutes.

(ii) Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. **The County shall be shown as an additional insured with respect to this coverage, but only with respect to the provisions set forth under Section 6.2 and Section 6.3 of this Agreement.**

(iii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles of MWC used in conjunction with this Agreement in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage (the "**Automobile Liability Insurance Policy**").

(iv) Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s) under construction. The policy shall name MWC and County A.T.I.M.A.

(c) Insurance Requirements. All such insurance policies (except for the Automobile Liability Insurance Policy) shall name the County as an additional insured. Each Owner (each with respect to the Property owned by such Owner) shall notify or cause the

applicable insurance company to notify County at least thirty (30) days before the cancellation or a material change to any such insurance policies. Additionally, all insurance policies required under this Agreement shall be issued by companies licensed in the State of Florida with a Best's rating of "A VIII" or better. Each Owner (each with respect to the Property owned by such Owner) waives any claim it might have against the County for damage to or destruction or loss of any property, to the extent the same is insured against under any insurance policy that covers the Easement Areas or is required to be insured against under the terms hereof, regardless of whether the negligence of the County caused such damage, destruction or loss except for any damage, destruction or loss caused by the sole negligence of the County. To the extent available at reasonable rates, each Owner (each with respect to the Property owned by such Owner) shall cause its insurance carrier to waive the carrier's rights of recovery under subrogation or otherwise against the other either through the terms of the applicable policies or endorsement to such policies. Any insurance to be provided hereunder may be effected by umbrella policies and/or policies of blanket insurance covering additional items or locations or insureds.

6.2 Indemnity.

(a) Each Owner (each with respect to the Property owned by such Owner) shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by MWC or its officers, employees, agents, representatives, or contractors, except to the extent caused by the County, or its employees, representatives, agents or contractors. Each Owner (each with respect to the Property owned by such Owner) shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County or its officers, employees, agents and instrumentalities relating to the foregoing indemnity, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may be incurred in connection therewith. Each Owner (each with respect to the Property owned by such Owner) expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by such Owner shall in no way limit its responsibility to indemnify, keep and save harmless and defend the County and its officers, employees, agents and instrumentalities as herein provided.

(b) Except as provided in Section 768.28, Florida Statutes (as may be amended and modified from time to time), the County shall indemnify and hold harmless each Owner (each with respect to the Property owned by such Owner) and its officers, employees, agents and representatives from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which such Owner or its officers, employees, agents or representatives may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the County or its officers, employees, agents or instrumentalities. The County shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature relating to the foregoing indemnity, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may be incurred in connection therewith.

(c) The indemnities contained in this Agreement shall survive any termination of this Agreement.

6.3 Limitation of Liability. Without limiting the indemnity obligations set forth in Section 6.2, no Owner shall be liable to the County for any incidental or consequential loss or damage whatsoever arising from the rights of an Owner hereunder, except to the extent caused by the gross negligence or willful misconduct of such Owner, or its employees, agents, officers, partners, members, principals, representatives, or contractors. This section does not apply to actual damage to the System caused by an Owner (each with respect to the Property owned by such Owner), or its employees, agents, officers, partners, members, principals, representatives, or contractors.

Without limiting the indemnity obligations set forth in Section 6.2, the County shall not be liable to any Owner (each with respect to the Property owned by such Owner) for any incidental or consequential loss or damage whatsoever arising from the rights of the County hereunder, except to the extent caused by the gross negligence or willful misconduct of the County to the extent allowed pursuant to section 768.28, Florida Statutes (as may be amended and modified from time to time).

ARTICLE VII MISCELLANEOUS

7.1 Grantor's Use. It is expressly understood and agreed by the parties hereto that the County reserves all rights of ownership in, and that County shall be entitled to use any and all of, the Easement Areas owned by it and encumbered by the easements granted by it in this Agreement for any and all purposes which are not inconsistent with the easements and rights granted herein, including without limitation the right to grant further easements on, over and/or across such easement areas. Without limiting the generality of the foregoing sentence and notwithstanding any other section of this Agreement, the County expressly reserves the right to require the relocation of Utilities placed in the Utility Easement Area for any County purposes; provided, however, that prior to such relocation, (i) the County shall cooperate with each Owner (each with respect to the Property owned by such Owner) and with the providers of such Utilities to relocate the utility facilities at no cost to the County and (ii) the County shall grant to each Owner (each with respect to the Property owned by such Owner) or such utility providers adequate replacement easements across Transit Property for the relocation of the Utilities. In such instance, each Owner (each with respect to the Property owned by such Owner) agrees to release the Utility Easement provided herein at no cost to the County and to take all necessary actions to ensure that any utility provider that was provided a utility easement pursuant to this Agreement also releases such utility easement at no cost to the County.

7.2 Binding Effect. The easements, restrictions, benefits and obligations hereunder shall create benefits and servitudes running with the title to each Property expressly benefitted and encumbered thereby. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, successors, successors in interest, successors in title, and designated assigns, so long as MWC or any Owner, or any of their respective heirs, representatives, successors, successors in interest, successors in title, and designated assigns, continues to operate the MWC Property or any Property as a part of a mixed use commercial and

residential development. Any transferee of any Property which is subject to any easement granted herein shall automatically be deemed, by acceptance of the title to such property, to have taken such title subject to the easements contained herein. References herein to "Owner" shall mean and refer to the owners from time to time of the applicable Properties comprising the MWC Property benefitted by the easement, restriction, benefit or obligation in question, and each provision of this Agreement shall be construed with reference to the foregoing.

7.3 Headings/Sections/Exhibits. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms and provisions hereof. All references to Sections and Articles mean the Sections and Articles in this Agreement. All Exhibits attached hereto are hereby incorporated herein by reference as though set out in full herein.

7.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement shall not limit any easement rights, obligations or encumbrances of record as of the date hereof. Subject to the preceding sentence, the parties hereto shall not be entitled to rely upon any statement, promise or representation not herein expressed with respect to the subject matter hereof.

7.5 Governing Law. This instrument shall be construed in accordance with the laws of the State of Florida, without giving effect to rules regarding conflicts of laws.

7.6 Counterparts. The parties hereto acknowledge and agree that this Agreement may be executed in several counterparts, each of which shall be effective as and shall constitute an original instrument binding on the part or parties signing same. It shall not be necessary that each party execute all copies of this Agreement, provided that each party has executed at least one copy.

7.7 Waiver of Merger Doctrine. The easements and rights herein shall continue in effect, and there shall not be a merger of estates or termination of such easements or rights, if the Owner of any Property shall acquire all or any interest in the Easement Areas established hereunder.

7.8 Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be considered as properly given or made: (i) on the third (3rd) day after being mailed from within the United States by certified mail, return receipt requested, postage prepaid and addressed to the person to whom it is intended at the address of said person as set forth below, whether actually received or not; or (ii) the next business day if sent for and guaranteeing next business day delivery by a nationally recognized overnight delivery service or (iii) when actually received by the person to whom it is intended if given in any other manner, including, without limitation, confirmed electronic mail or facsimile transmission. The mailing address for a party shall be the most recent address of said party designated in writing to the other party or parties, or if not so designated, as shown on the tax rolls of the taxing jurisdiction in which the property is located.

To MWC or an Owner: c/o Miami A/I, LLC 100 SE 2nd Street, Suite 3510, Miami, Florida 33131.

To the County: Department of Transportation and Public Works, ATTN: Director, 701 NW 1st Court, 17th Floor, Miami, Florida 33136, with a copy to Miami-Dade County Attorney, 111 NW 1st Street, Suite 2810, Miami, Florida 33128.

Any party may change its address by delivering written notice thereof in accordance with this Section to the other party.

7.9 Separability of Void Provisions. If any provision or provisions of this Agreement or the application thereof to any owner or party, shall be held to be invalid, void or illegal, then the remaining provisions hereof, or the application of such provisions to any party, or any circumstance other than as to those which it is held to be invalid, void, or illegal, shall remain in full force and effect and not be affected thereby.

7.10 Jurisdiction and Venue. The parties hereby agree that the proper venue for any actions or proceedings pursuant to this Agreement brought by or on the behalf of any of the parties to this Agreement, shall be heard in the courts of Miami-Dade County, Florida. All parties waive any objections to the jurisdiction of said courts and hereby consent to its jurisdiction.

7.11 Estoppel Certificate. Each Owner and the County shall, from time to time during the term of this Agreement, upon request of the other party, execute, acknowledge, and deliver to the requesting party (or its designee) a statement in writing, certifying (a) that this Agreement is unmodified and in full force and effect if such is the fact (or if there have been any modifications thereof, that the same is in full force as modified and stating the modifications); (b) whether there are any uncured defaults hereunder by such party or, to such party's actual knowledge, by the requesting party; (c) whether any sums are owed by either party herein to the other hereunder; and (d) such other information as may be reasonably required by the requesting party.

7.12 Continuing Control. Notwithstanding the rights to the Easement Areas granted herein, it is specifically understood and agreed that the County reserves such access rights to the Easements as are necessary to enable the County to comply with the "continuing Control" requirements and regulations of the Federal Transit Administration as it relates to the operations of the System, provided such requirements and regulations do not prohibit or unreasonably restrict the rights herein granted to MWC and the Owners hereunder.

7.13 Disclaimer. The County shall not have any obligation to provide security with respect to or over any portion of the Easement Areas. All persons entering on the Easement Areas shall enter at their own risk. The County shall have no liability for acts or omissions arising or connecting with these Easement Areas, except to the extent that such acts or omissions constitute gross negligence or intentional misconduct by the County to the extent allowed pursuant to section 768.28, Florida Statutes (as may be amended and modified from time to time). The foregoing shall not excuse the County from any covenants, indemnities or other obligations of the County under this Agreement.

7.14 Further Assurances. Each of the parties agrees to execute such further and additional documents, instruments, and writings, and take further actions as may be reasonably necessary, proper, desirable, or convenient for the purpose of fully effectuating the terms and provisions of this Agreement, subject to any applicable required approvals by the Federal Transit Administration, Florida Department of Transportation and/or the Board of County Commissioners.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Access, Temporary Construction, Drainage and Utility Easements Agreement under seal as of the day and year written above.

Grantor:

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida

By: _____
Name:
Title:

ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Harvey Ruvlin, Clerk

By: Bruce Libhaber
Name: Bruce Libhaber
Title: Assistant County Attorney

[Signature Page]


IN WITNESS WHEREOF, Miami First, LLC executed this Access, Temporary Construction, Drainage and Utility Easements Agreement under seal as of the day and year written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Grantee:

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

By: Miami A/I Manager, Inc., a Delaware corporation, its Managing Member

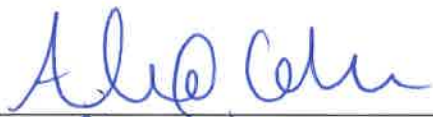

Name: Shukima Alexander


Name: MANUEL GARRIDO

By: 
Name: Nitin R. Motwani
Title: Vice President

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

The foregoing Access, Temporary Construction, Drainage and Utility Easements Agreement was acknowledged before me this 7 day of May, 2019, by Nitin R. Motwani who is the Vice President of Miami A/I Manager, Inc., a Delaware corporation and the managing member of **MIAMI A/I, LLC**, a Delaware limited liability company, and who is personally known to me.


Print Name: Alexa Cohn
Notary Public, State of Florida

My Commission Expires:

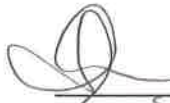
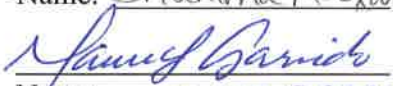
[NOTARIAL SEAL]



[Signature Page]

IN WITNESS WHEREOF, Miami Second, LLC executed this Access, Temporary Construction, Drainage and Utility Easements Agreement under seal as of the day and year written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Name: Shukima Alexander

Name: MANUEL GARRIDO

Grantee:

**MIAMI A/I COMMERCIAL
ASSOCIATION HOLDING, LLC**, a Florida
limited liability company


By: Miami A/I, LLC, a Delaware limited
liability company, its Manager

By: Miami A/I Manager, Inc., a Delaware
corporation, its Managing Member

By: 
Name: Nitin R. Motwani
Title: Vice President

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

The foregoing Access, Temporary Construction, Drainage and Utility Easements Agreement was acknowledged before me this 7 day of May, 2019, by Nitin R. Motwani who is the Vice President of Miami A/I Manager, Inc., a Delaware corporation and the managing member of Miami A/I, LLC, a Delaware limited liability company and the manager of **MIAMI A/I COMMERCIAL ASSOCIATION HOLDING, LLC**, a Florida limited liability company and who is personally known to me.


Print Name: Alexa Cohn
Notary Public, State of Florida

My Commission Expires:


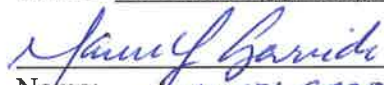
[NOTARIAL SEAL]



[Signature Page]

IN WITNESS WHEREOF, Miami Fourth, LLC executed this Access, Temporary Construction, Drainage and Utility Easements Agreement under seal as of the day and year written above.

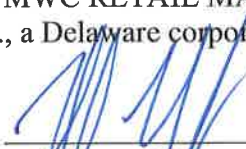
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Name: Shukima Alexander

Name: MANUEL GARRIDO

Grantee:

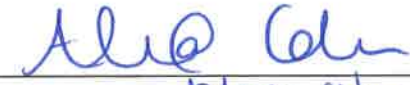
MWC RETAIL, LLC, a Florida limited liability company

By: MWC RETAIL MANAGER (D-EAST), INC., a Delaware corporation, its Manager


By: _____
Name: Nitin R. Motwani
Title: Vice President

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

The foregoing Access, Temporary Construction, Drainage and Utility Easements Agreement was acknowledged before me this 7 day of May, 2019, by Nitin R. Motwani who is the Vice President of MWC Retail Manager (D-East), Inc, a Delaware corporation and the manager of MWC RETAIL, LLC, a Florida limited liability company and who is personally known to me.


Print Name: Alexa Cohn

My Commission Expires:


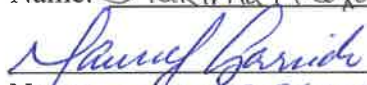
[NOTARIAL SEAL]



[Signature Page]

IN WITNESS WHEREOF, Miami A/I, LLC executed this Access, Temporary Construction, Drainage and Utility Easements Agreement under seal as of the day and year written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Name: Shukima Alexander

Name: MANUEL GARRIDO

Grantee:


MWC GARAGE, LLC, a Florida limited liability company

By: MWC GARAGE MANAGER (D-EAST), INC., a Delaware corporation, its Manager

By: 
Name: Nitin R. Motwani
Title: Vice President

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

The foregoing Access, Temporary Construction, Drainage and Utility Easements Agreement was acknowledged before me this 7 day of May, 2019, by Nitin R. Motwani who is the Vice President of MWC Garage Manager (D-EAST), INC., a Delaware corporation and the manager of **MWC Garage, LLC**, a Florida limited liability company, and who is personally known to me.


Print Name: Alexa Cohn

My Commission Expires:

[NOTARIAL SEAL]



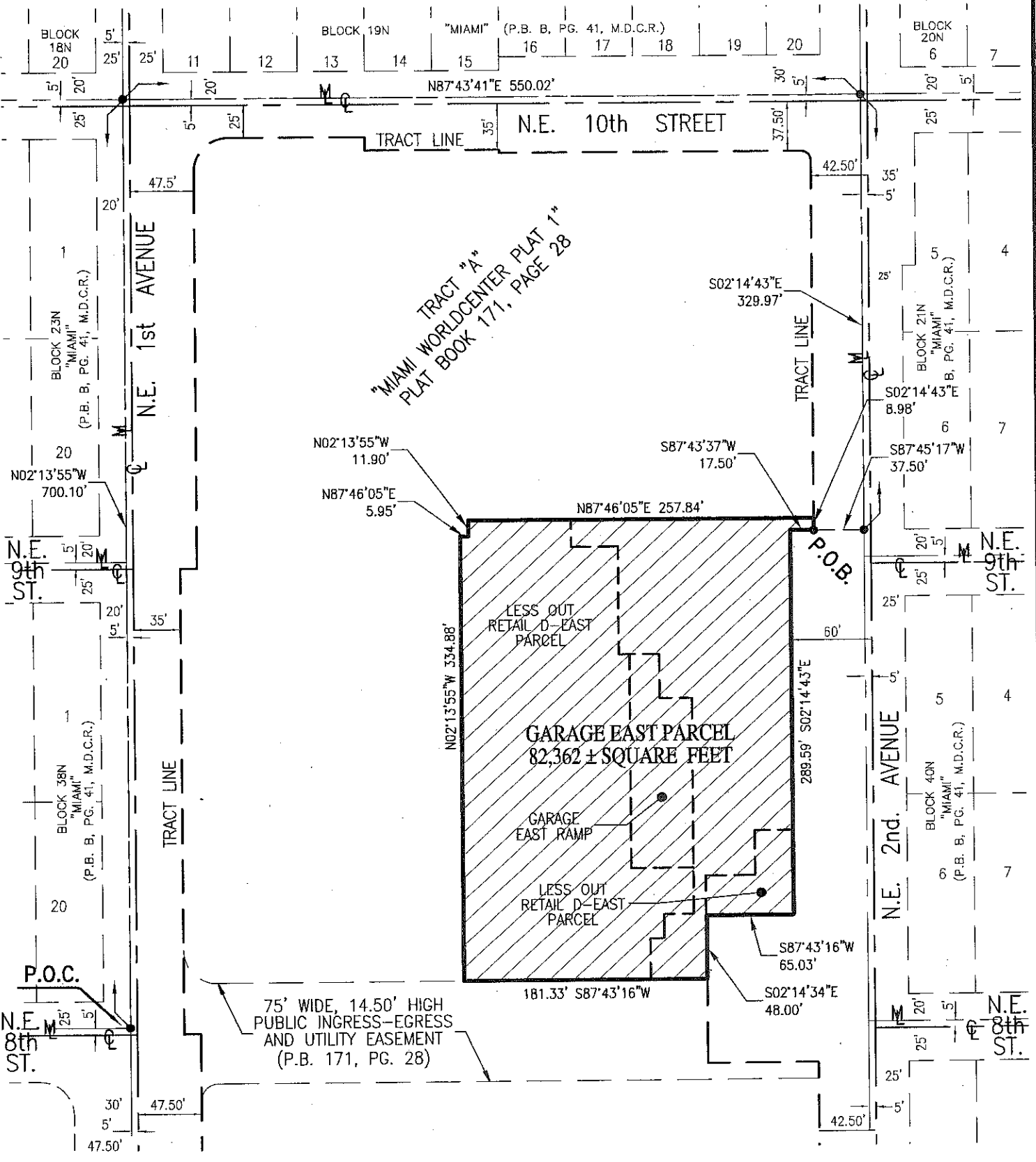
[Signature Page]

EXHIBIT "A"

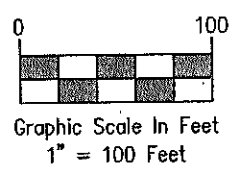
MWC Property

[Exhibit "A" to Access, Temporary Construction, Drainage and Utility Easements Agreement]

ACTIVE 19688624v6



LEGEND:
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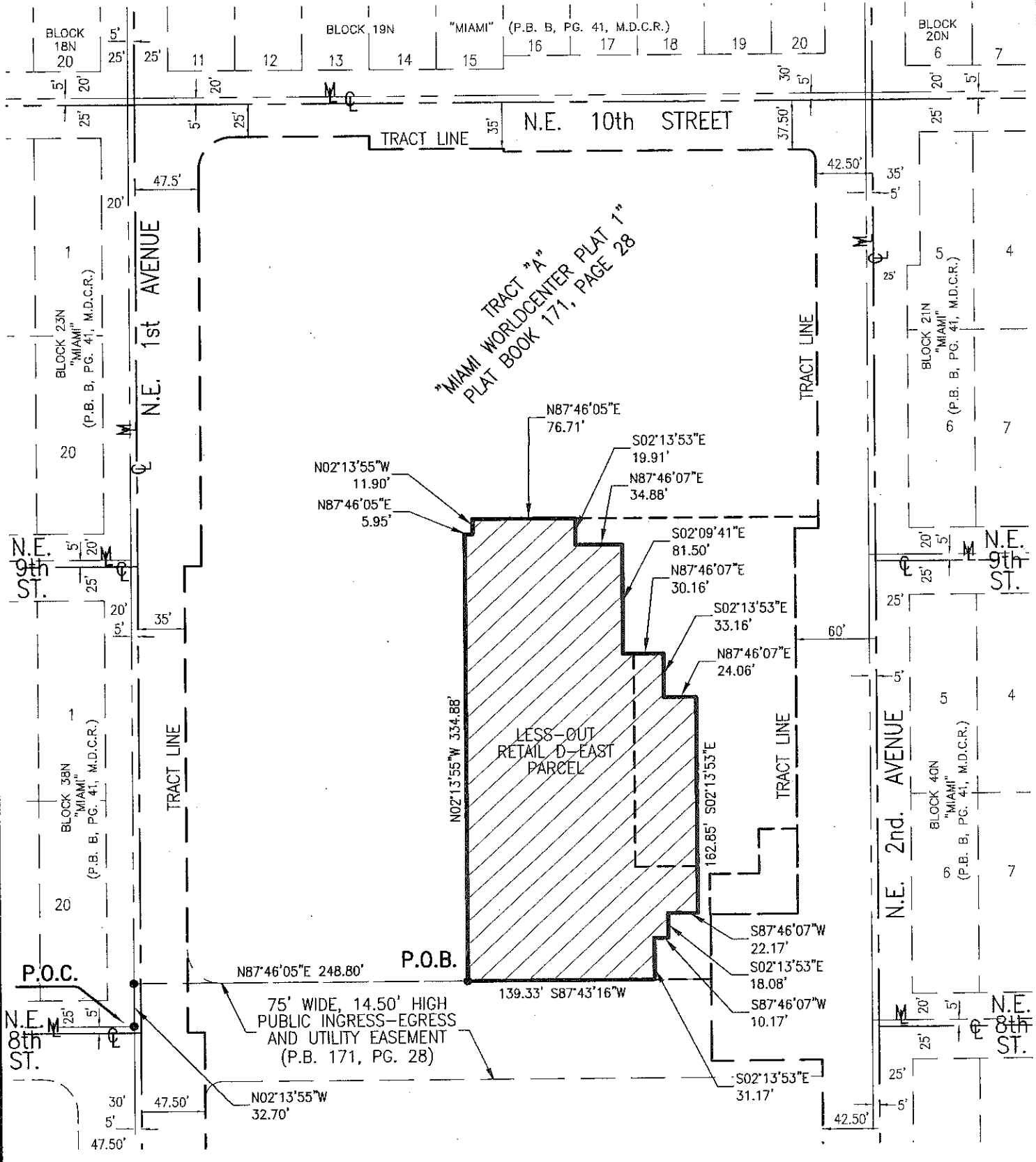
REVISED MWC GARAGE, LLC
(AFTER CONVEYANCE)
MIAMI WORLDCENTER

Prepared By:
Schwebke-Shiskin & Associates, Inc.
 Engineers, Surveyors, Planners
 3240 Corporate Way, Miramar, FL 33025
 Ph. (954) 435-7010

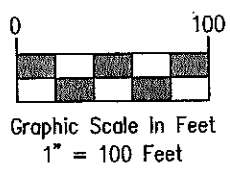
City of Miami, Florida

Prepared For:
 Miami Worldcenter

October, 2017



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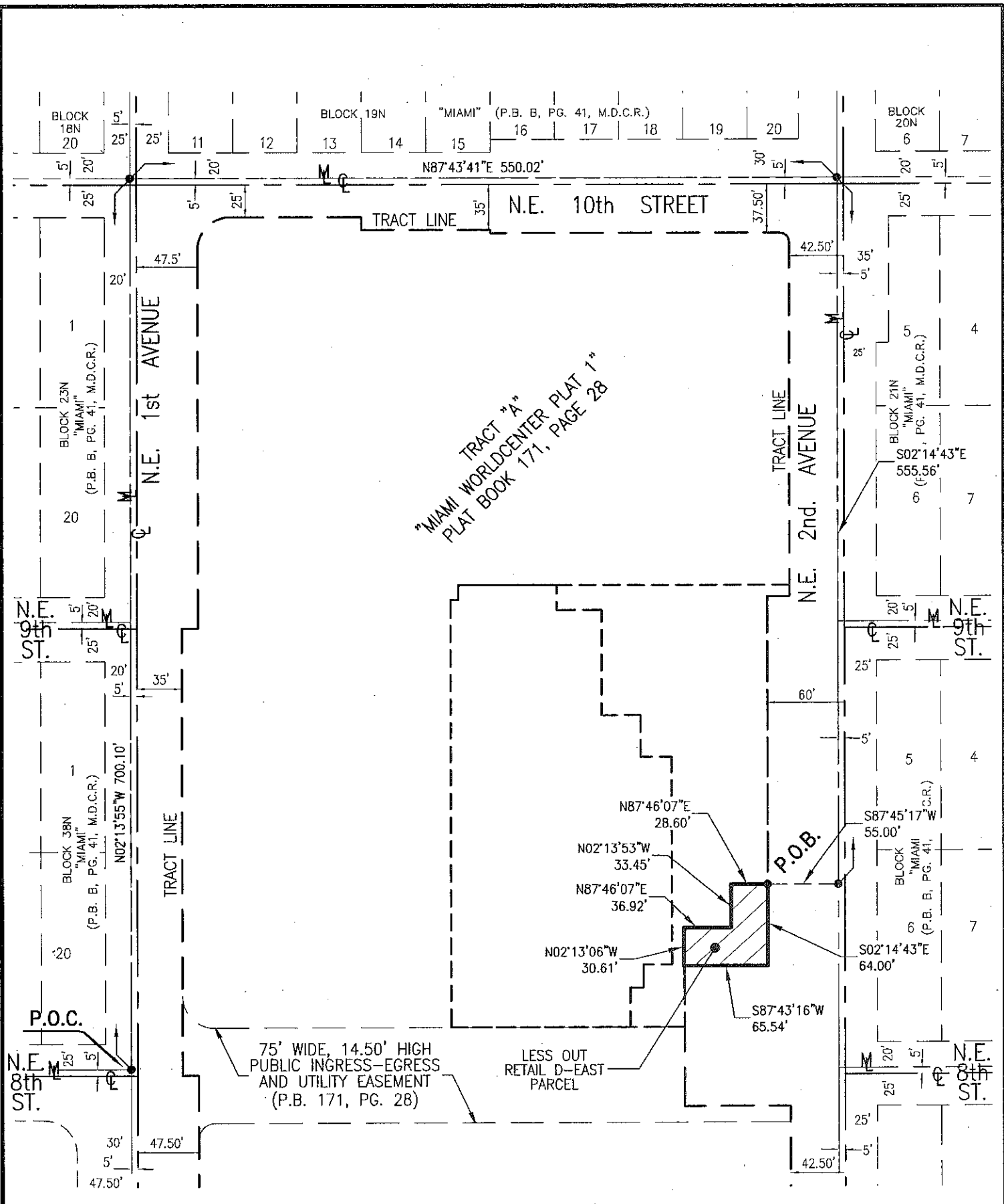


REVISED MWC GARAGE, LLC
(AFTER CONVEYANCE)
MIAMI WORLDCENTER

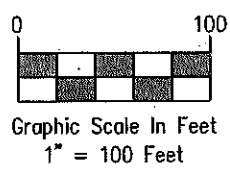
Prepared By:
Schwelke-Shiskin & Associates, Inc.
 Engineers, Surveyors, Planners
 3240 Corporate Way, Miramar, FL 33025
 Ph.(954)435-7010

City of Miami, Florida

Prepared For:
 Miami Worldcenter
 October, 2017



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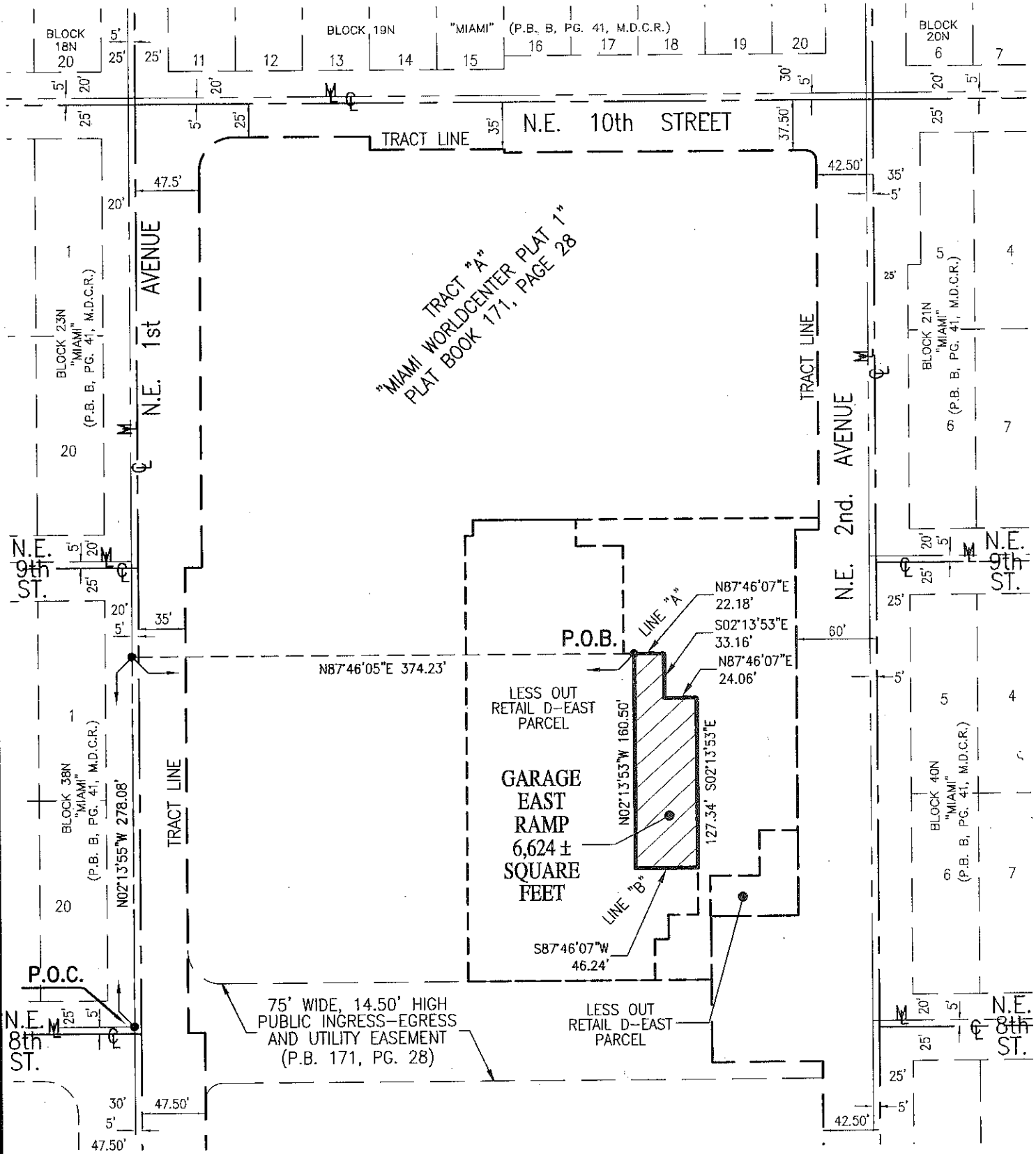
REVISED MWC GARAGE, LLC
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MIAMI WORLDCENTER

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 3240 Corporate Way, Miramar, FL 33025
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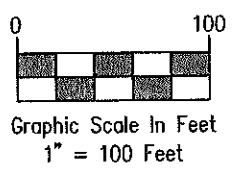
City of Miami, Florida

Prepared For:
 Miami Worldcenter
 October, 2017

EXHIBIT A



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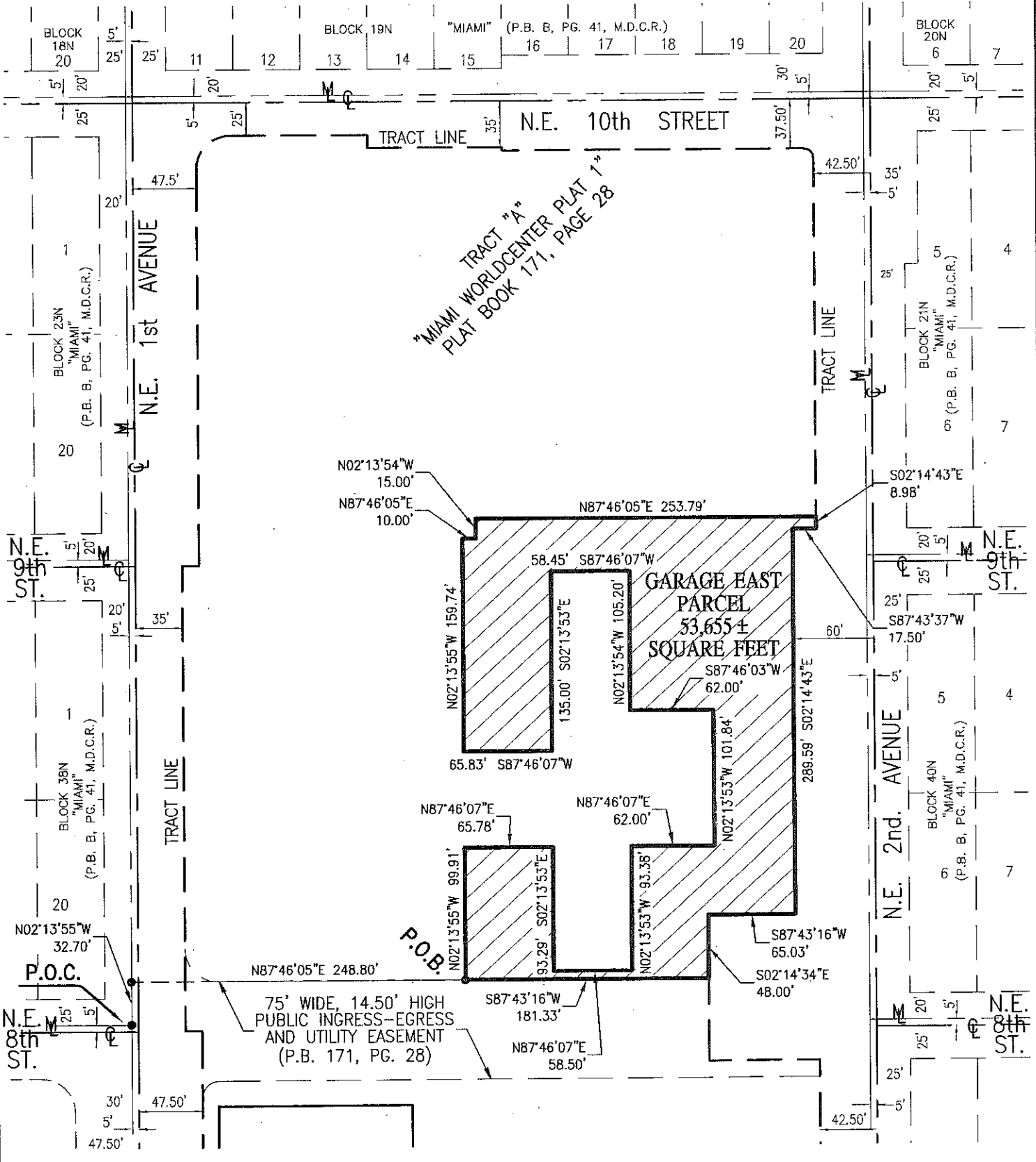


REVISED MWC GARAGE, LLC (AFTER CONVEYANCE) MIAMI WORLDCENTER

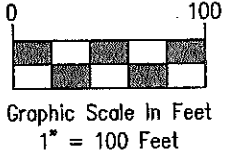
Prepared By:
Schuelke-Shishin & Associates, Inc.
 Engineers, Surveyors, Planners
 3240 Corporate Way, Miramar, FL 33025
 Ph.(954)435-7010

City of Miami, Florida

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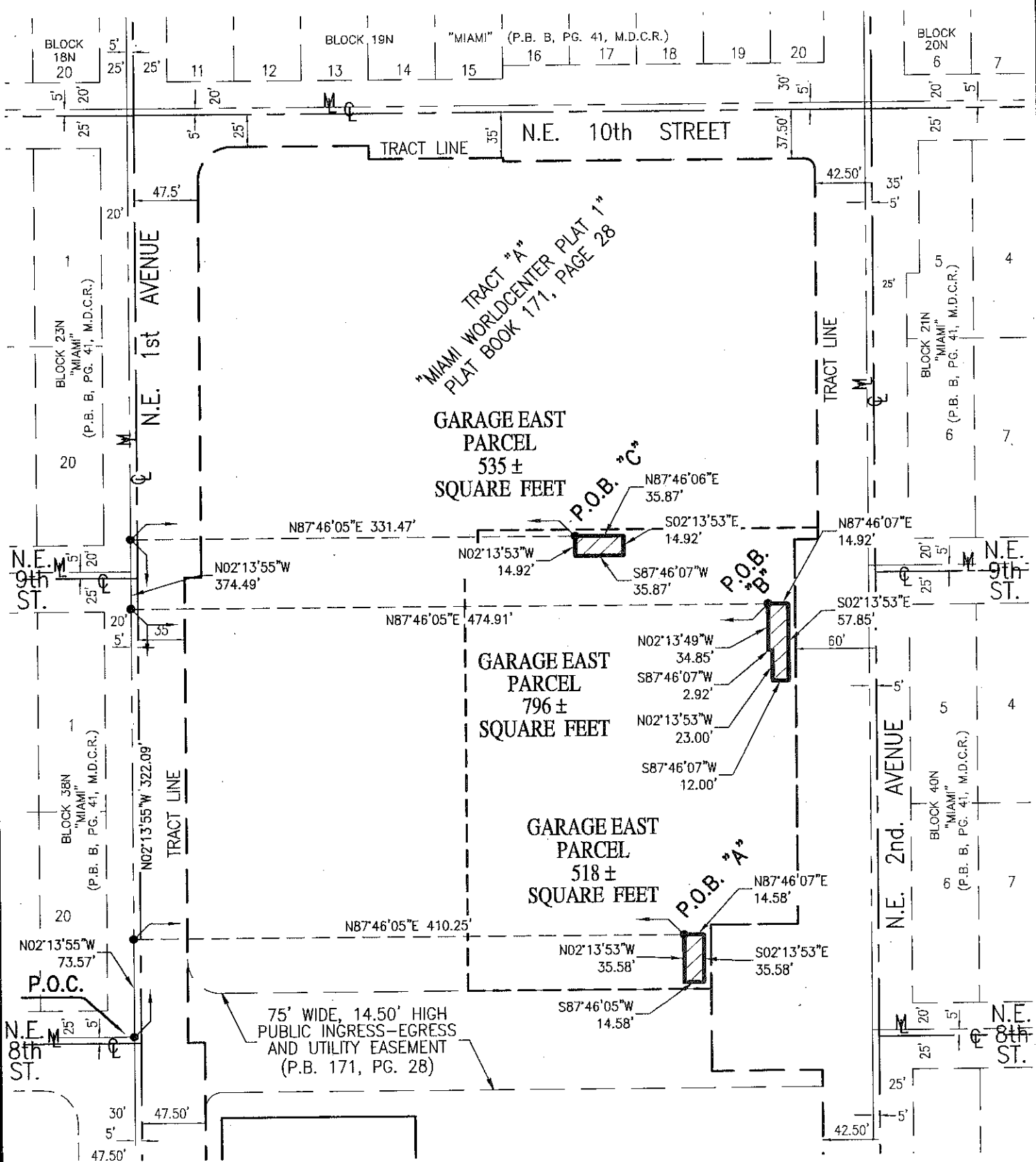
REVISED MWC GARAGE, LLC
(AFTER CONVEYANCE)
MIAMI WORLDCENTER

Prepared By:
Schwelke-Shishkin & Associates, Inc.
 Engineers, Surveyors, Planners
 3240 Corporate Way, Miramar, FL 33025
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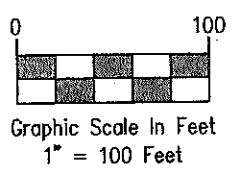
City of Miami, Florida

Prepared For:
 Miami Worldcenter

October, 2017



LEGEND:
 P.O.C. - Denotes POINT OF COMMENCEMENT
 P.O.B. - Denotes POINT OF BEGINNING
 C - Denotes CENTERLINE
 M - Denotes MONUMENT LINE
 P.B. - Denotes PLAT BOOK
 PG. - Denotes PAGE



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City of Miami, Florida

Prepared For:
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October, 2017

GARAGE EAST PARCEL

LEGAL DESCRIPTION

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 700.10 feet to its intersection with the monument line of N.E. 10th Street; thence run North 87 degrees 43 minutes 41 seconds East, along the monument line of said N.E. 10th Street, for a distance of 550.02 feet to its intersection with the monument line of N.E. 2nd Avenue; thence run South 02 degrees 14 minutes 43 seconds East, along the monument line of N.E. 2nd Avenue, for a distance of 329.97 feet to a point; thence run South 87 degrees 45 minutes 17 seconds West, at right angles to the last described course, for a distance of 37.50 feet to a point on the Easterly boundary line of said Tract "A" and the POINT OF BEGINNING of the following described parcel of land; thence run South 87 degrees 43 minutes 37 seconds West for a distance of 17.50 feet to a point; thence run South 02 degrees 14 minutes 43 seconds East for a distance of 289.59 feet to a point; thence run South 87 degrees 43 minutes 16 seconds West for a distance of 65.03 feet to a point; thence run South 02 degrees 14 minutes 34 seconds East for a distance of 48.00 feet to a point (said last mentioned 4 courses being coincident with the Easterly boundary lines of said Tract "A"); thence run South 87 degrees 43 minutes 16 seconds West for a distance of 181.33 feet to a point (said last mentioned course being coincident with the Northerly boundary line of a 75 Foot Wide, 14.50' High Public Ingress-Egress And Utility Easement recorded in Plat Book 171 at Page 28); thence run North 02 degrees 13 minutes 55 seconds West for a distance of 334.88 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 5.95 feet to a point; thence run North 02 degrees 13 minutes 55 seconds West for a distance of 11.90 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 257.84 feet to a point; thence run South 02 degrees 14 minutes 43 seconds East for a distance of 8.98 feet to the POINT OF BEGINNING (said last mentioned course being coincident with the Easterly boundary line of said Tract "A").

Said parcel of land lying generally below elevation 96.50 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29). The upper limiting elevation of the volume, as described above, is more particularly defined by the lower elevation of the "Tower 2 Parcel" volume lying above the previously described parcel.

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (N02°13'55"W) along the monument line of N.E. 1st Avenue per Plat Book 171 at Page 28.

Less And Except Therefrom:

Retail D-East Parcel

Legal Description

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 32.70 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, at right angles to the last described course, for a distance of 248.80 feet to the POINT OF

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MIAMI WORLDCENTER

BEGINNING of the following described parcel of land; thence run North 02 degrees 13 minutes 55 seconds West

for a distance of 334.88 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 5.95 feet to a point; thence run North 02 degrees 13 minutes 55 seconds West for a distance of 11.90 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 76.71 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 19.91 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 34.88 feet to a point; thence run South 02 degrees 09 minutes 41 seconds East for a distance of 81.50 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 30.16 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 33.16 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 24.06 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 162.85 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 22.17 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 18.08 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 10.17 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 31.17 feet to a point; thence run South 87 degrees 43 minutes 16 seconds West, along the Northerly boundary line of a 75' Wide, 14.50' High Public Ingress-Egress and Utility Easement recorded in Plat Book 171 at Page 28, for a distance of 139.33 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above the horizontal plane of elevation 10.00 feet and below elevation 31.83 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29). The upper limiting elevation of the volume, as described above, is more particularly defined by the lower elevation of the underside of the concrete slab above and its supporting horizontal structural components, including penetrations and openings within the foregoing defined volume.

Less And Except Therefrom:

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 700.10 feet to its intersection with the monument line of N.E. 10th Street; thence run North 87 degrees 43 minutes 41 seconds East, along the monument line of said N.E. 10th Street, for a distance of 550.02 feet to its intersection with the monument line of N.E. 2nd Avenue; thence run South 02 degrees 14 minutes 43 seconds East, along the monument line of N.E. 2nd Avenue, for a distance of 555.56 feet to a point; thence run South 87 degrees 45 minutes 17 seconds West, at right angles to the last described course, for a distance of 55.00 feet to a point on the Easterly boundary line of said Tract "A" and the POINT OF BEGINNING of the following described parcel of land; thence run South 02 degrees 14 minutes 43 seconds East, along the Easterly boundary line of said Tract "A," for a distance of 64.00 feet to a point; thence run South 87 degrees 43 minutes 16 seconds West, along a portion of the Easterly boundary line of said Tract "A," for a distance of 65.54 feet to a point; thence run North 02 degrees 13 minutes 06 seconds West for a distance of 30.61 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance 36.92 feet to a point; thence run North 02 degrees 13 minutes 53 seconds West for a distance of 33.45 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 28.60 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above the horizontal plane of elevation 10.00 feet and below elevation 31.83 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29). The upper limiting elevation of the volume, as described above, is more particularly defined by the lower elevation of the underside of the concrete slab above and its supporting horizontal

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structural components, including penetrations and openings within the foregoing defined volume.

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Together With:

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 278.08 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, at right angles to the last described course, for a distance of 374.23 feet to the POINT OF BEGINNING of the following described parcel of land; thence run North 87 degrees 46 minutes 07 seconds East, along Line "A," for a distance of 22.18 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 33.16 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 24.06 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 127.34 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West, along Line "B," for a distance of 46.24 feet to a point; thence run North 02 degrees 13 minutes 53 seconds West for a distance of 160.50 feet to the POINT OF BEGINNING.

Said parcel lying generally at and above an inclined plane passing through an elevation along Line "A" of 21.92 feet and passing through an elevation along Line "B" of 31.83 feet, National Geodetic Vertical Datum of 1929, said inclined plane being the underside of a constructed concrete slab, said plane also including the additional horizontal structural components of said concrete slab.

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Together With:

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 32.70 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, at right angles to the last described course, for a distance of 248.80 feet to the POINT OF BEGINNING of the following described parcel of land; thence run North 02 degrees 13 minutes 55 seconds West for a distance of 99.91 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 65.78 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 93.29 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 58.50 feet to a point; thence run North 02 degrees 13 minutes 53 seconds West for a distance of 93.38 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 62.00 feet to a point; thence run North 02 degrees 13 minutes 53 seconds West for a distance of 101.84 feet to a point; thence run South 87 degrees 46 minutes 03 seconds West for a distance of 62.00 feet to a point; thence run North 02 degrees 13 minutes 54 seconds West for a distance of 105.20 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 58.45 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 135.00 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 65.83 feet to a point; thence run North 02 degrees 13 minutes 55 seconds West for a distance of 159.74 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 10.00 feet to a point; thence run North 02 degrees 13 minutes 54 seconds West for a distance of 15.00 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a

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MIAMI WORLDCENTER

distance of 253.79 feet to a point; thence run South 02 degrees 14 minutes 43 seconds East for a distance of 8.98 feet to a point; thence run South 87 degrees 43 minutes 37 seconds West for a distance of 17.50 feet to a point; thence run South 02 degrees 14 minutes 43 seconds East for a distance of 289.59 feet to a point; thence run South 87 degrees 43 minutes 16 seconds West for a distance of 65.03 feet to a point; thence run South 02 degrees 14 minutes 34 seconds East for a distance of 48.00 feet to a point (said last mentioned 5 courses being coincident with the Easterly boundary lines of said Tract "A"); thence run South 87 degrees 43 minutes 16 seconds West for a distance of 181.33 feet to the POINT OF BEGINNING (said last mentioned course being coincident with the Northerly boundary line of a 75 Foot Wide, 14.50' High Public Ingress-Egress And Utility Easement recorded in Plat Book 171 at Page 28).

Said parcel of land lying generally at and above elevation 96.50 feet and below elevation 102.00 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29). The upper limiting elevation of the volume, as described above, is more particularly described as the upper surface of the concrete deck slab above and, the lower limiting elevation of the volume, as described above, is more particularly described as the upper limiting elevation of the "Garage East Parcel" volume lying below the previously described parcel.

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Together With:

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 73.57 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, at right angles to the last described course, for a distance of 410.25 feet to the POINT OF BEGINNING (P.O.B. "A") of the following described parcel of land; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 14.58 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 35.58 feet to a point; thence run South 87 degrees 46 minutes 05 seconds West for a distance of 14.58 feet to a point; thence run North 02 degrees 13 minutes 53 seconds West for a distance of 35.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above elevation 102.00 feet and below elevation 141.50 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29).

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Together With:

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 322.09 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, at right angles to the last described course, for a distance of 474.91 feet to the POINT OF BEGINNING (P.O.B. "B") of the following described parcel of land; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 14.92 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 57.85 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 12.00 feet to a point; thence run North 02 degrees 13 minutes 53 seconds West for a distance of 23.00 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 2.92 feet to a point; thence run North 02 degrees 13 minutes 49 seconds West for a distance of 34.85 feet to the POINT OF BEGINNING.

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MIAMI WORLDCENTER

Said parcel of land lying generally at and above elevation 102.00 feet and below elevation 141.50 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29).

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Together With:

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 374.49 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, at right angles to the last described course, for a distance of 331.47 feet to the POINT OF BEGINNING (P.O.B. "C") of the following described parcel of land; thence run North 87 degrees 46 minutes 06 seconds East for a distance of 35.87 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 14.92 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 35.87 feet to a point; thence run North 02 degrees 13 minutes 53 seconds West for a distance of 14.92 feet to the POINT OF BEGINNING.

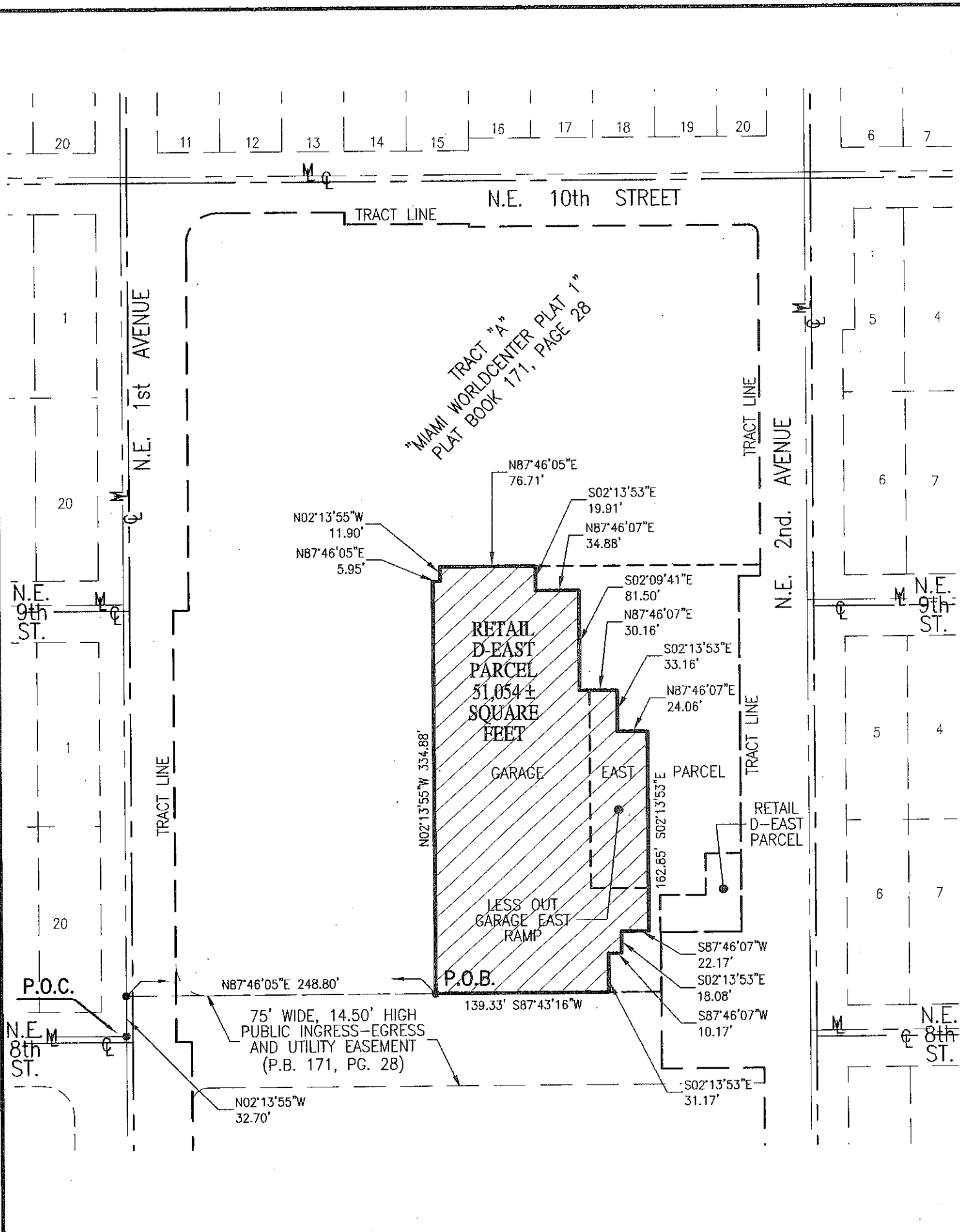
Said parcel of land lying generally at and above elevation 102.00 feet and below elevation 141.50 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29).

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

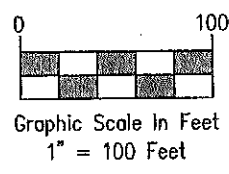
Note: The bearings shown hereon relate to an assumed bearing (N02°13'55"W) along the monument line of N.E. 1st Avenue per Plat Book 171 at Page 28.

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MIAMI WORLDCENTER



LEGEND:
 P.O.C. - Denotes POINT OF COMMENCEMENT
 P.O.B. - Denotes POINT OF BEGINNING
 C - Denotes CENTERLINE
 M - Denotes MONUMENT LINE
 CD - Denotes CHORD DISTANCE
 P.B. - Denotes PLAT BOOK
 PG. - Denotes PAGE

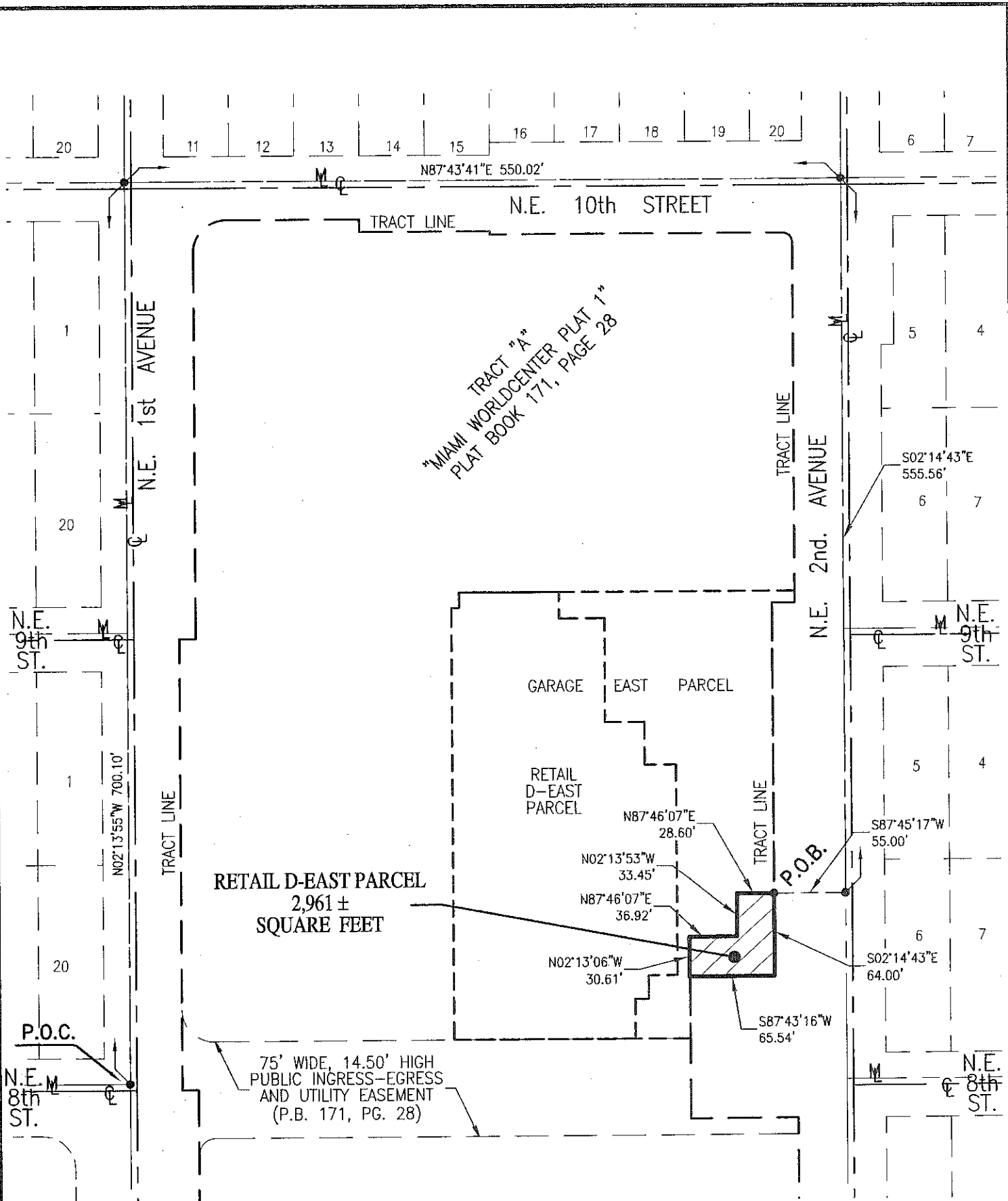


REVISED RETAIL D-EAST PARCEL
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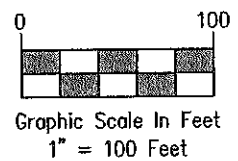
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City of Miami, Florida

Prepared For:
 Miami Worldcenter
 October, 2017



- LEGEND:**
- P.O.C. - Denotes POINT OF COMMENCEMENT
 - P.O.B. - Denotes POINT OF BEGINNING
 - C - Denotes CENTERLINE
 - M - Denotes MONUMENT LINE
 - R - Denotes RADIUS
 - Δ - Denotes DELTA ANGLE
 - L - Denotes ARC LENGTH
 - CB - Denotes CHORD BEARING
 - CD - Denotes CHORD DISTANCE
 - P.B. - Denotes PLAT BOOK
 - PG. - Denotes PAGE



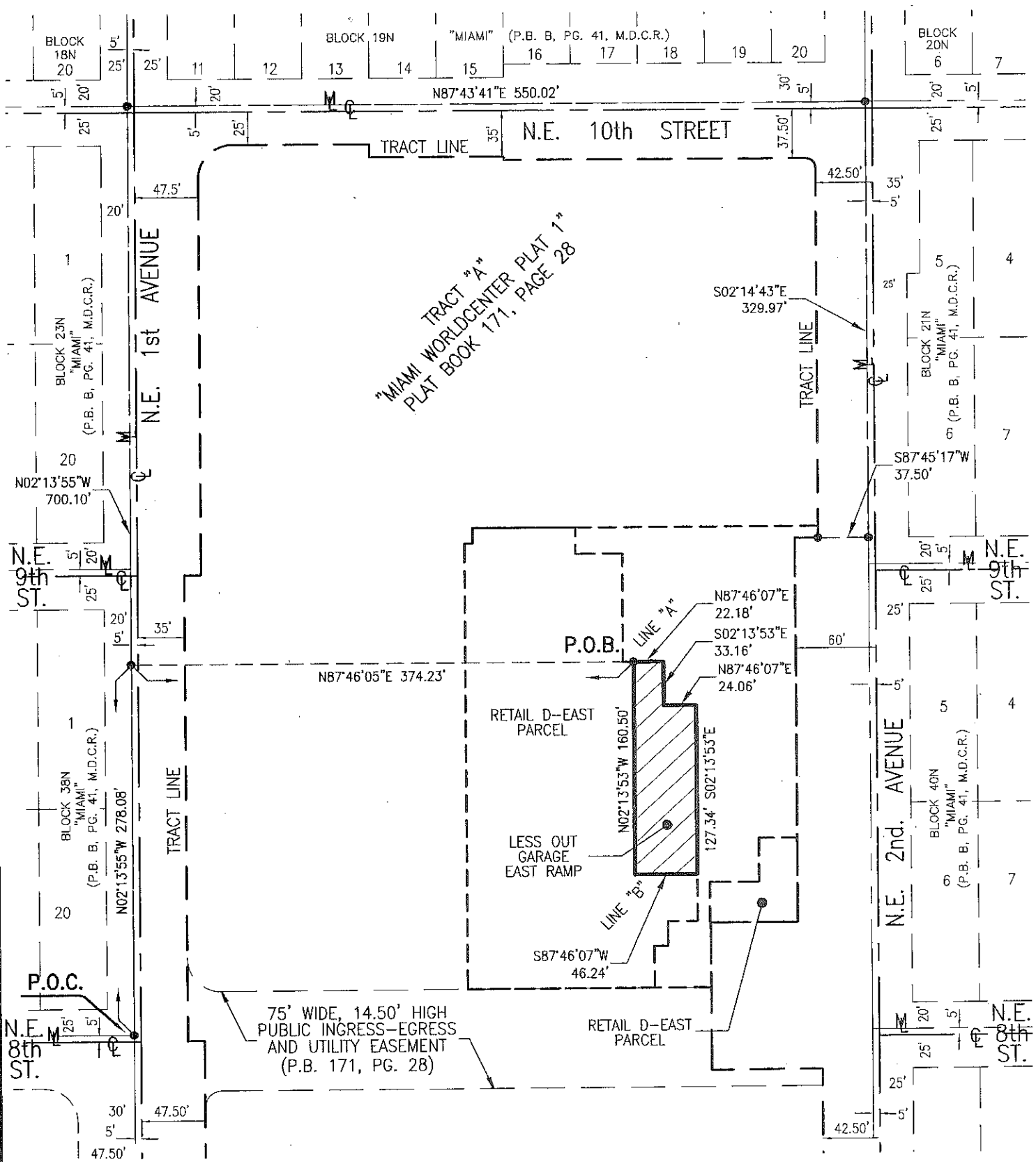
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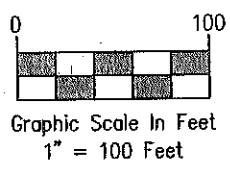
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October, 2017



LEGEND:
 P.O.C. - Denotes POINT OF COMMENCEMENT
 P.O.B. - Denotes POINT OF BEGINNING
 ☉ - Denotes CENTERLINE
 M - Denotes MONUMENT LINE
 P.B. - Denotes PLAT BOOK
 PG. - Denotes PAGE



LESS OUT - GARAGE EAST RAMP REVISED RETAIL D-EAST PARCEL

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 MIAMI WORLDCENTER



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City of Miami, Florida

Prepared For:
 Miami Worldcenter

October, 2017

RETAIL D-EAST PARCEL

LEGAL DESCRIPTION

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 32.70 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, at right angles to the last described course, for a distance of 248.80 feet to the POINT OF BEGINNING of the following described parcel of land; thence run North 02 degrees 13 minutes 55 seconds West for a distance of 334.88 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 5.95 feet to a point; thence run North 02 degrees 13 minutes 55 seconds West for a distance of 11.90 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 76.71 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 19.91 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 34.88 feet to a point; thence run South 02 degrees 09 minutes 41 seconds East for a distance of 81.50 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 30.16 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 33.16 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 24.06 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 162.85 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 22.17 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 18.08 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 10.17 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 31.17 feet to a point; thence run South 87 degrees 43 minutes 16 seconds West, along the Northerly boundary line of a 75' Wide, 14.50' High Public Ingress-Egress and Utility Easement recorded in Plat Book 171 at Page 28, for a distance of 139.33 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above the horizontal plane of elevation 10.00 feet and below elevation 31.83 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29). The upper limiting elevation of the volume, as described above, is more particularly defined by the lower elevation of the underside of the concrete slab above and it's supporting horizontal structural components, including penetrations and openings within the foregoing defined volume.

Less And Except Therefrom:

Garage East Ramp

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 278.08 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, at right angles to the last described course, for a distance of 374.23 feet to the POINT OF BEGINNING of the following described parcel of land; thence run North 87 degrees 46 minutes 07 seconds East, along Line "A," for a distance of 22.18 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 33.16 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 24.06 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 127.34 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West, along Line "B," for a distance of 46.24 feet to a point; thence run North

REVISED RETAIL D-EAST PARCEL

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02 degrees 13 minutes 55 seconds West for a distance of 160.50 feet to the POINT OF BEGINNING.

Said parcel lying generally at and above an inclined plane passing through an elevation along Line "A" of 21.92 feet and passing through an elevation along Line "B" of 31.83 feet, National Geodetic Vertical Datum of 1929, said inclined plane being the underside of a constructed concrete slab, said plane also including the additional horizontal structural components of said concrete slab.

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Together With:

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 700.10 feet to its intersection with the monument line of N.E. 10th Street; thence run North 87 degrees 43 minutes 41 seconds East, along the monument line of said N.E. 10th Street, for a distance of 550.02 feet to its intersection with the monument line of N.E. 2nd Avenue; thence run South 02 degrees 14 minutes 43 seconds East, along the monument line of N.E. 2nd Avenue, for a distance of 555.56 feet to a point; thence run South 87 degrees 45 minutes 17 seconds West, at right angles to the last described course, for a distance of 55.00 feet to a point on the Easterly boundary line of said Tract "A" and the POINT OF BEGINNING of the following described parcel of land; thence run South 02 degrees 14 minutes 43 seconds East, along the Easterly boundary line of said Tract "A," for a distance of 64.00 feet to a point; thence run South 87 degrees 43 minutes 16 seconds West, along a portion of the Easterly boundary line of said Tract "A," for a distance of 65.54 feet to a point; thence run North 02 degrees 13 minutes 06 seconds West for a distance of 30.61 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance 36.92 feet to a point; thence run North 02 degrees 13 minutes 53 seconds West for a distance of 33.45 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 28.60 feet to the POINT OF BEGINNING.

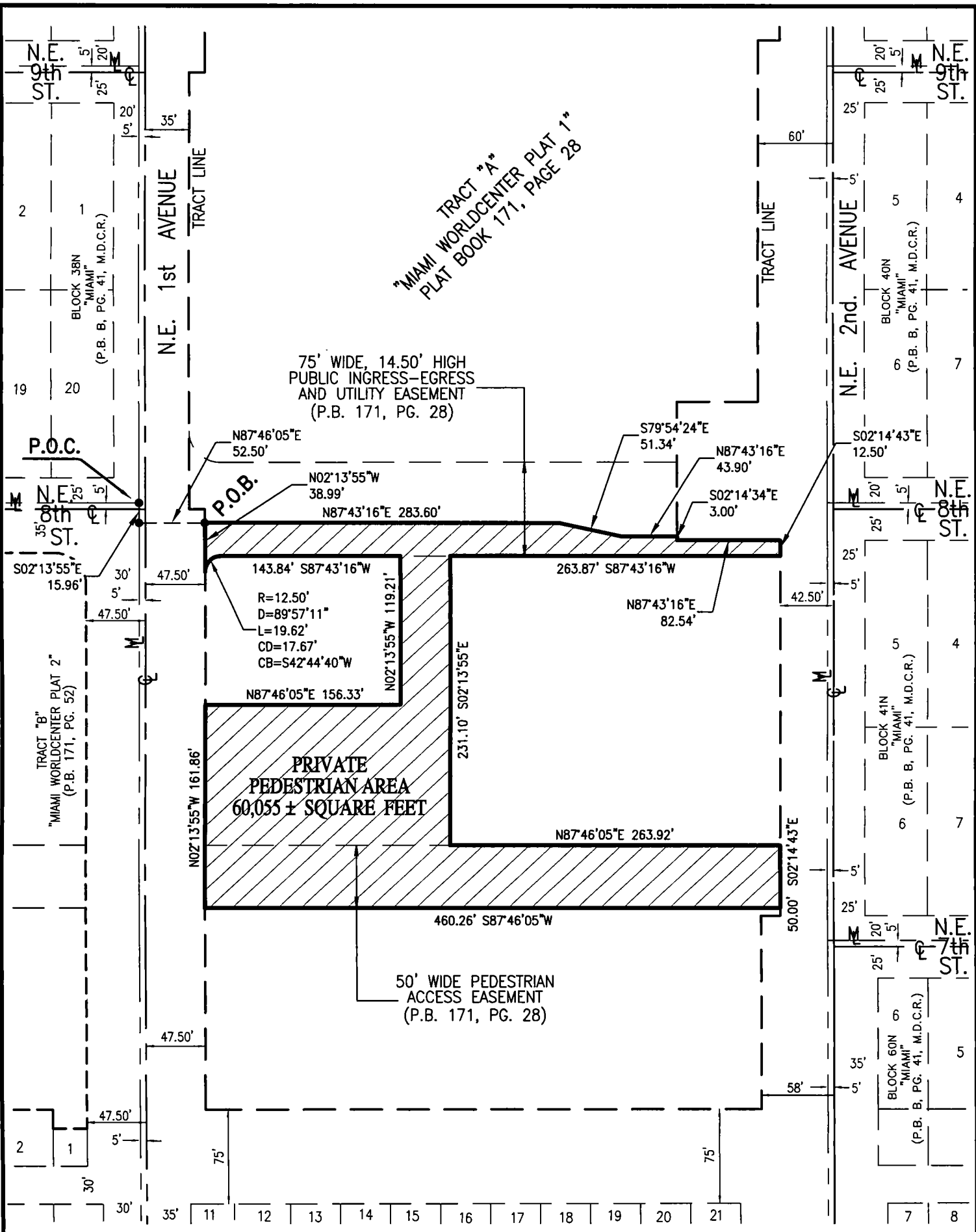
Said parcel of land lying generally at and above the horizontal plane of elevation 10.00 feet and below elevation 31.83 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29). The upper limiting elevation of the volume, as described above, is more particularly defined by the lower elevation of the underside of the concrete slab above and its supporting horizontal structural components, including penetrations and openings within the foregoing defined volume.

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

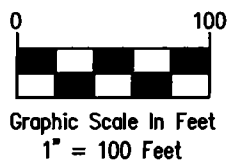
Note: The bearings shown hereon relate to an assumed bearing (N02°13'55"W) along the monument line of N.E. 1st Avenue per Plat Book 171 at Page 28.

REVISED RETAIL D-EAST PARCEL

(AFTER CONVEYANCE)
MIAMI WORLDCENTER



- LEGEND:**
- P.O.C. - Denotes POINT OF COMMENCEMENT
 - P.O.B. - Denotes POINT OF BEGINNING
 - ⊕ - Denotes CENTERLINE
 - M - Denotes MONUMENT LINE
 - R - Denotes RADIUS
 - Δ - Denotes DELTA ANGLE
 - L - Denotes ARC LENGTH
 - CB - Denotes CHORD BEARING
 - CD - Denotes CHORD DISTANCE
 - P.B. - Denotes PLAT BOOK
 - PG. - Denotes PAGE



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PRIVATE PEDESTRIAN AREAS
MIAMI WORLDCENTER**

Prepared By:
Schmetke-Shishkin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

City of Miami, Florida
Amended Exhibit "D" To CORREA

Prepared For:
Miami Worldcenter

February, 2017

LEGAL DESCRIPTION (SOUTH)

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run South 02 degrees 13 minutes 55 seconds East, along the monument line of said N.E. 1st Avenue, for a distance of 15.96 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, at right angles to the last described course, for a distance of 52.50 feet to a point on the Westerly boundary line of said Tract "A" and the POINT OF BEGINNING of the following described parcel of land; thence run North 87 degrees 43 minutes 16 seconds East for a distance of 283.60 feet to a point; thence run South 79 degrees 54 minutes 24 seconds East for a distance of 51.34 feet to a point; thence run North 87 degrees 43 minutes 16 seconds East for a distance of 43.90 feet to a point; thence run South 02 degrees 14 minutes 34 seconds East for a distance of 3.00 feet to a point; thence run North 87 degrees 43 minutes 16 seconds East for a distance of 82.54 feet to a point; thence run South 02 degrees 14 minutes 43 seconds East, along the Easterly boundary line of said Tract "A," for a distance of 12.50 feet to a point; thence run South 87 degrees 43 minutes 16 seconds West, along the Southerly boundary line of a 75 Foot Wide, 14.50' High Public Ingress-Egress And Utility Easement recorded in Plat Book 171 at Page 28, for a distance of 263.87 feet to a point; thence run South 02 degrees 13 minutes 55 seconds East for a distance of 231.10 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, along the Northerly boundary line of a 50 Foot Wide Pedestrian Access Easement recorded in Plat Book 171 at Page 28, for a distance of 263.92 feet to a point; thence run South 02 degrees 14 minutes 43 seconds East, along the Easterly boundary line of said Tract "A," for a distance of 50.00 feet to a point; thence run South 87 degrees 46 minutes 05 seconds West, along the Southerly boundary line of a 50 Foot Wide Pedestrian Access Easement recorded in Plat Book 171 at Page 28, for a distance of 460.26 feet to a point; thence run North 02 degrees 13 minutes 55 seconds West, along the Westerly boundary line of said Tract "A," for a distance of 161.86 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 156.33 feet to a point; thence run North 02 degrees 13 minutes 55 seconds West for a distance of 119.21 feet to a point; thence run South 87 degrees 43 minutes 16 seconds West for a distance of 143.84 feet to a Point of Curvature of a circular curve concave to the Southeast, turning to the left, having a radius of 12.50 feet, a central angle 89 degrees 57 minutes 11 seconds, a chord distance of 17.67 feet through a chord bearing of South 42 degrees 44 minutes 40 seconds West, for an arc distance of 19.62 feet to a Point of Cusp (said last mentioned 2 courses being coincident with the Southerly boundary line of a 75 Foot Wide, 14.50' High Public Ingress-Egress And Utility Easement recorded in Plat Book 171 at Page 28); thence run North 02 degrees 13 minutes 55 seconds West, along the Westerly boundary line of said Tract "A," for a distance of 38.99 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below the horizontal plane of elevation 42.83 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29).

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (S02°13'55"E) along the monument line of N.E. 1st Avenue per Plat Book 171 at Page 28.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PRIVATE PEDESTRIAN AREAS
MIAMI WORLDCENTER

Amended Exhibit "D" To CORREA

Page _____

Legal Description
Miami A/I, LLC

All of Tract A (as depicted on that certain MIAMI WORLDCENTER PLAT 1 prepared by Perimeter Surveying and Mapping, Inc., as recorded on December 1, 2015 in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida), less and except those portions of Tract A owned as of the date hereof by Tower 2, LLC, MWC Garage, LLC, MWC Retail, LLC, Miami A/I Commercial Association Holdings, LLC and Miami World Center Community Development District.

EXHIBIT "B"

Easement Area(s)

[Exhibit "B" to Access, Temporary Construction, Drainage and Utility Easements Agreement]

ACTIVE 19688624v6



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 - DRAINAGE EASEMENT

LEGAL DESCRIPTION

A PORTION OF LOT 19 AND 20 BLOCK 39N "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, TOGETHER WITH A PORTION OF NE 8TH STREET AND NE 2ND AVENUE, BEING THE 50.00 FOOT WIDE RIGHTS-OF-WAY BETWEEN BLOCKS 39N AND 40N AND 39N AND 42N ON SAID PLAT, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT LINE INTERSECTION OF N.E. 2ND AVENUE AND N.E. 8TH STREET, AS SHOWN ON SAID PLAT; THENCE SOUTH 87° 43'16" WEST, ALONG THE MONUMENT LINE FOR N.E. 8TH STREET, A DISTANCE OF 120.04 FEET; THENCE NORTH 02° 14'34" WEST, ALONG THE EAST LINE OF TRACT "A" OF "MIAMI WORLDCENTER PLAT 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 28 OF SAID PUBLIC RECORDS, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02° 14'34" WEST, ALONG SAID EAST LINE, A DISTANCE OF 31.90 FEET; THENCE NORTH 87° 30'54" EAST, A DISTANCE OF 113.04 FEET; THENCE SOUTH 02° 14'43" EAST, A DISTANCE OF 4.40 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 86° 00'48", A DISTANCE OF 37.53 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 83° 46'05" WEST, A DISTANCE OF 26.12 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 03° 57'11", A DISTANCE OF 34.50 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87° 43'16" WEST, A DISTANCE OF 29.25 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA AND CONTAIN 3359 SQUARE FEET, MORE OR LESS.

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 REFERENCED IN THE PREPARATION OF THIS SKETCH.

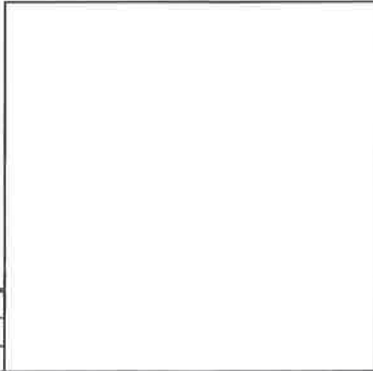
ABBREVIATIONS

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

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE 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.


JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111



Project Name:	MIAMI WORLDCENTER	DATE:	11/28/2018
JOB NO.	07139	DWG BY:	JSH
		CK'D By:	AR
			SHEET 1 OF 2

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

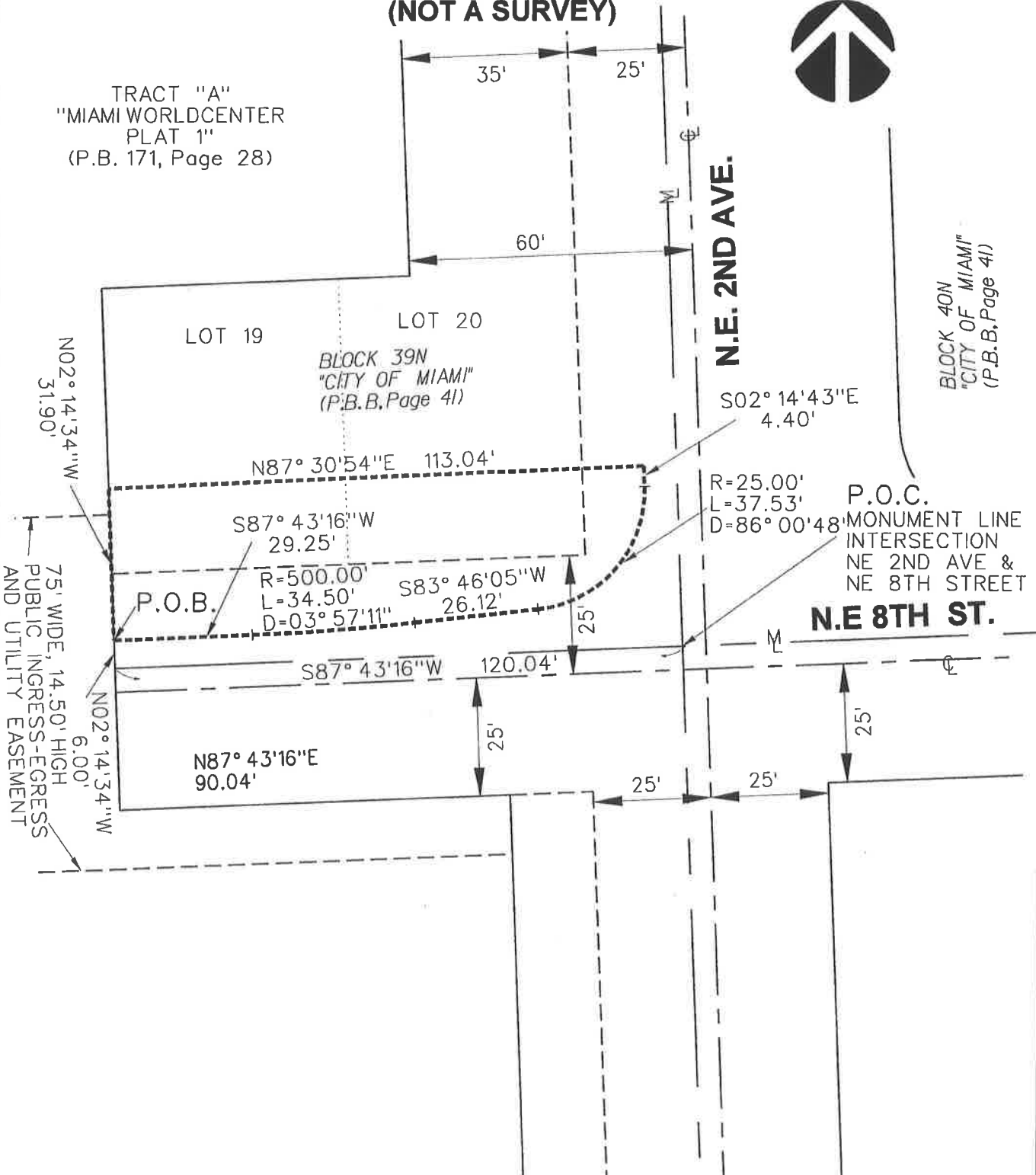
SURVEYING & MAPPING
Certificate of Authorization No. LB7264

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

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



TRACT "A"
"MIAMI WORLD CENTER
PLAT 1"
(P.B. 171, Page 28)



JOB NO. 07139	Project Name: MIAMI WORLD CENTER	DWG BY: JSH	SCALE: 1" = 30'
		CK'D By: AR	DATE: 11/28/2018
			SHEET 2 OF 2

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 - ACCESS EASEMENT

LEGAL DESCRIPTION

A PORTION OF LOT 20 BLOCK 22N AND NORTHEAST 9TH STREET, BEING THE 50.00 FOOT WIDE RIGHT-OF-WAY BETWEEN BLOCKS 39N AND 22N ON "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:

COMMENCING AT THE MONUMENT LINE INTERSECTION OF N.E. 2ND AVENUE AND N.E. 9TH STREET, AS SHOWN ON SAID PLAT; THENCE SOUTH 02° 14' 43" EAST, ALONG THE MONUMENT LINE FOR N.E. 2ND AVENUE, A DISTANCE OF 28.56 FEET; THENCE SOUTH 87° 45' 17" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87° 43' 16" WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 02° 14' 43" WEST, ALONG THE EAST LINE OF TRACT "A" OF "MIAMI WORLDCENTER PLAT 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 28 OF SAID PUBLIC RECORDS, A DISTANCE OF 48.55 FEET; THENCE NORTH 87° 43' 37" EAST, ALONG SAID EAST LINE, A DISTANCE OF 17.50 FEET; THENCE NORTH 02° 14' 43" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1.45 FEET; THENCE NORTH 87° 43' 16" EAST, A DISTANCE OF 14.05 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 13° 17' 15", A DISTANCE OF 3.48 FEET; THENCE SOUTH 02° 14' 43" EAST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 20, A DISTANCE OF 50.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA AND CONTAIN 1725 SQUARE FEET, MORE OR LESS.

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 REFERENCED IN THE PREPARATION OF THIS SKETCH.

ABBREVIATIONS

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

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE 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.



JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name:	MIAMI WORLDCENTER	DATE:	10/23/2018
JOB NO.	07139	DWG BY:	JSH
		CK'D By:	TP
			SHEET 1 OF 2

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)



TRACT "A"
"MIAMI WORLD CENTER
PLAT 1"
(P.B. 171, Page 28)

N87° 43'16"E
14.05'
N02° 14'43"W
1.45'
N87° 43'37"E
17.50'

LOT 20 BLOCK 22N
"CITY OF MIAMI"
(P.B. B, Page 41)

R=15.00'
L=3.48'
D=13° 17'15"

BLOCK 21N
"CITY OF MIAMI"
(P.B. B, Page 41)

P.O.C.
MONUMENT LINE
INTERSECTION
NE 2ND AVE &
NE 9TH STREET

N02° 14'43"W
48.55'

S87° 43'16"W
35.00'

S02° 14'43"E
50.40'

S02° 14'43"E
28.56'

N.E. 2ND AVE.

S87° 45'17"W
20.00'

N.E. 9TH STREET

EAST LINE TRACT "A"

BLOCK 40N
"CITY OF MIAMI"
(P.B. B, Page 41)

JOB NO. 07139	Project Name: MIAMI WORLD CENTER	DWG BY: JSH	SCALE: 1"=30'
		CK'D By: TP	DATE: 10/23/2018

SHEET 2 OF 2

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 - ACCESS EASEMENT

LEGAL DESCRIPTION

A PORTION OF LOT 1 BLOCK 39N, "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:

COMMENCING AT THE MONUMENT LINE INTERSECTION OF N.E. 2ND AVENUE AND N.E. 9TH STREET, AS SHOWN ON SAID PLAT; THENCE SOUTH 02° 14' 43" EAST, ALONG THE MONUMENT LINE FOR N.E. 2ND AVENUE, A DISTANCE OF 139.74 FEET; THENCE SOUTH 87° 45' 17" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02° 14' 43" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 35.44 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 29° 58' 25" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 32° 12' 21", A DISTANCE OF 14.05 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87° 46' 05" WEST, A DISTANCE OF 21.68 FEET; THENCE NORTH 02° 14' 43" WEST, ALONG THE EAST LINE OF TRACT "A" OF "MIAMI WORLDCENTER PLAT 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 28 OF SAID PUBLIC RECORDS, A DISTANCE OF 24.00 FEET; THENCE NORTH 87° 46' 05" EAST, A DISTANCE OF 14.12 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 32.50 FEET AND A CENTRAL ANGLE OF 39° 58' 43", A DISTANCE OF 22.68 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA AND CONTAIN 907 SQUARE FEET, MORE OR LESS.

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 REFERENCED IN THE PREPARATION OF THIS SKETCH.

ABBREVIATIONS

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

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE 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.



JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name: MIAMI WORLDCENTER	DATE: 10/23/2018	
JOB NO. 07139	DWG BY: JSH	
	CK'D By: TP	SHEET 1 OF 2

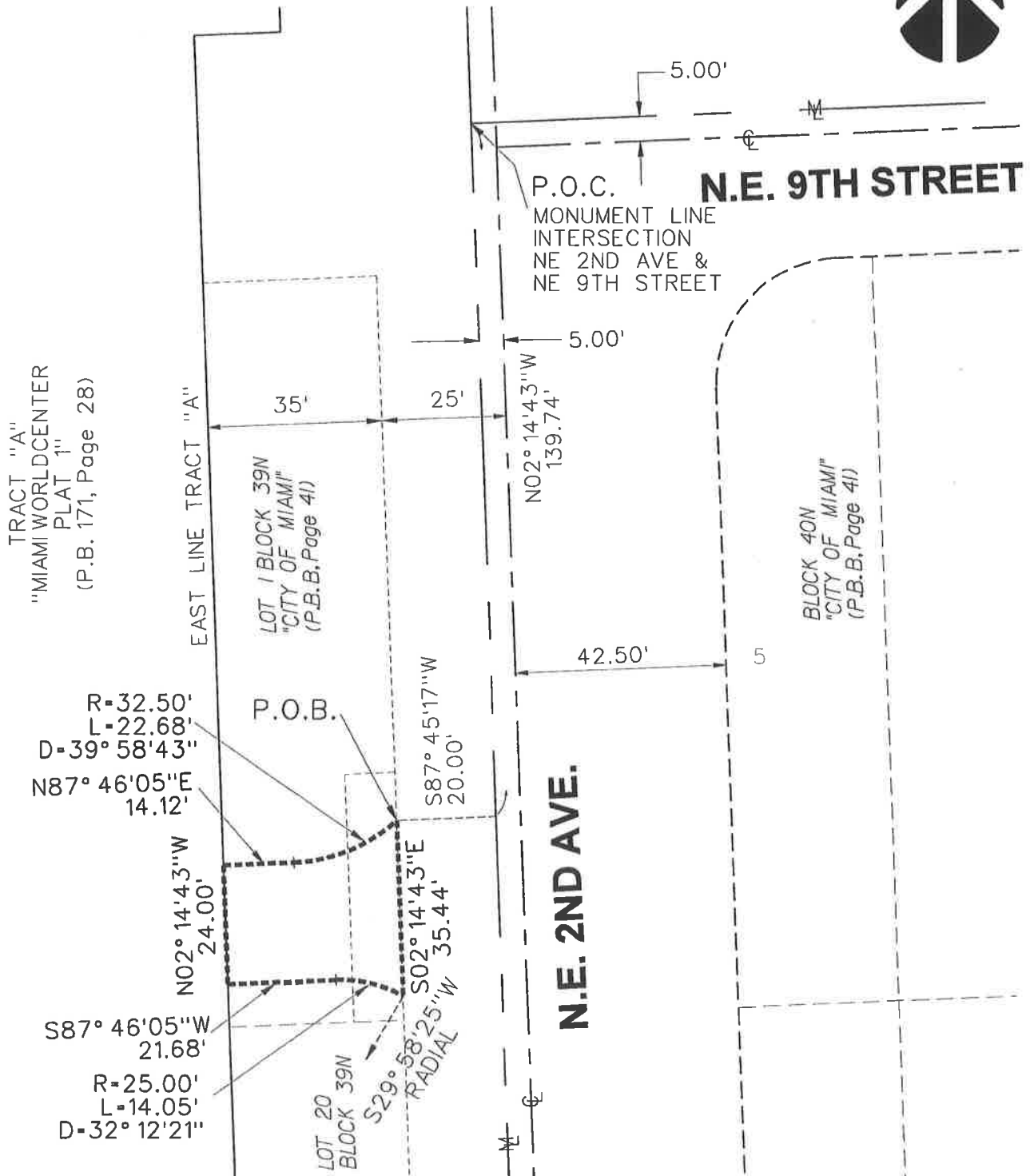
PERIMETER

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)



JOB NO. 07139	Project Name: MIAMI WORLDCENTER	DWG BY: JSH	SCALE: 1"=30'
		CK'D BY: JP	DATE: 10/23/2018
			SHEET 2 OF 2



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 - UTILITY EASEMENT

LEGAL DESCRIPTION

A PORTION OF LOT 1 AND 20 BLOCK 39N, "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:

COMMENCING AT THE MONUMENT LINE INTERSECTION OF N.E. 2ND AVENUE AND N.E. 9TH STREET, AS SHOWN ON SAID PLAT; THENCE SOUTH 02° 14' 43" EAST, ALONG THE MONUMENT LINE FOR N.E. 2ND AVENUE, A DISTANCE OF 142.95 FEET; THENCE SOUTH 87° 45' 17" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02° 14' 43" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 31.38 FEET; THENCE SOUTH 87° 45' 17" WEST, A DISTANCE OF 24.38 FEET; THENCE SOUTH 02° 14' 43" EAST, A DISTANCE OF 12.95 FEET; THENCE SOUTH 87° 45' 17" WEST, A DISTANCE OF 10.62 FEET; THENCE NORTH 02° 14' 43" WEST, ALONG THE EAST LINE OF TRACT "A" OF "MIAMI WORLDCENTER PLAT 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 28 OF SAID PUBLIC RECORDS, A DISTANCE OF 57.28 FEET; THENCE NORTH 87° 45' 17" EAST, A DISTANCE OF 10.62 FEET; THENCE SOUTH 02° 14' 43" EAST, A DISTANCE OF 12.95 FEET; THENCE NORTH 87° 45' 17" EAST, A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA AND CONTAIN 1373 SQUARE FEET, MORE OR LESS.

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 REFERENCED IN THE PREPARATION OF THIS SKETCH.

ABBREVIATIONS

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

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE 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.


JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name:	MIAMI WORLDCENTER	DATE:	10/23/2018
JOB NO.	07139	DWG BY:	JSH
		CK'D BY:	TP
			SHEET 1 OF 2



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 - UTILITY AND ACCESS EASEMENT

LEGAL DESCRIPTION

A PORTION OF LOT 1 AND 20 BLOCK 22N "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:

COMMENCING AT THE MONUMENT LINE INTERSECTION OF N.E. 2ND AVENUE AND N.E. 9TH STREET, AS SHOWN ON SAID PLAT; THENCE NORTH 02° 14' 43" WEST, ALONG THE MONUMENT LINE FOR N.E. 2ND AVENUE, A DISTANCE OF 41.09 FEET; THENCE SOUTH 87° 45' 17" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING 1; THENCE SOUTH 87° 45' 17" WEST, A DISTANCE OF 17.50 FEET; THENCE NORTH 02° 14' 43" WEST, ALONG THE EAST LINE OF TRACT "A" OF "MIAMI WORLD CENTER PLAT 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 28 OF SAID PUBLIC RECORDS, A DISTANCE OF 172.03 FEET; THENCE NORTH 87° 45' 17" EAST, A DISTANCE OF 17.50 FEET; THENCE SOUTH 02° 14' 43" EAST, ALONG THE EAST LINE OF SAID LOT 1 AND 20, A DISTANCE OF 172.03 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA AND CONTAIN 3011 SQUARE FEET, MORE OR LESS.

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 REFERENCED IN THE PREPARATION OF THIS SKETCH.

ABBREVIATIONS

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

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE 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.


JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name:	MIAMI WORLD CENTER	DATE:	11/28/2018
JOB NO.	07139	DWG BY:	JSH
		CK'D By:	TP
			SHEET 1 OF 2

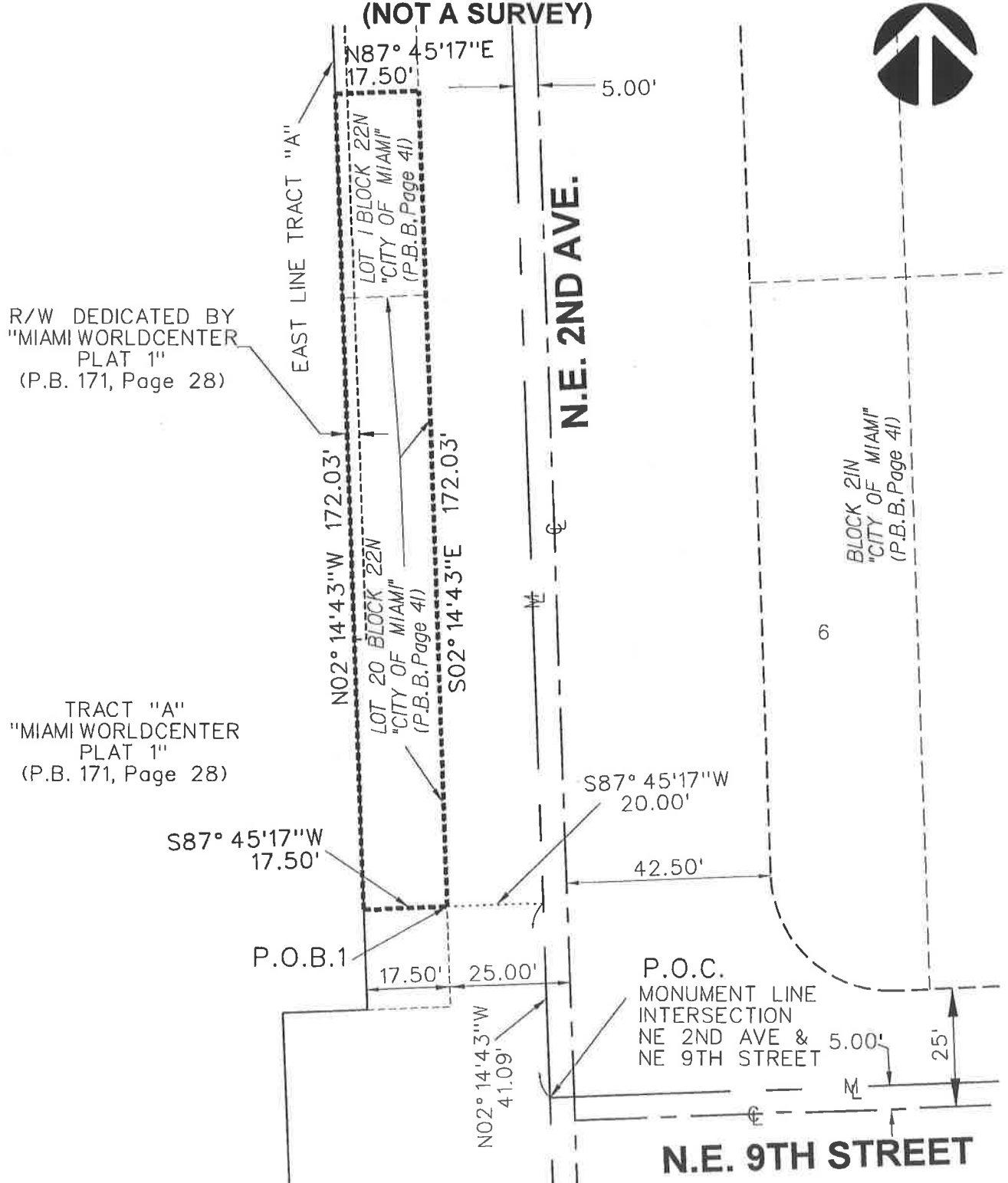
PERIMETER

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)



JOB NO. 07139	Project Name: MIAMI WORLDCENTER	DWG BY: JSH	SCALE: 1"=30'	DATE: 11/28/2018	SHEET 2 OF 2
		CK'D By: TP			

EXHIBIT "C"

NOTICE REGARDING UTILITY EASEMENT AREA

This instrument was prepared by
and after recording return to:

[]

NOTICE REGARDING UTILITY EASEMENT AREA

THIS NOTICE REGARDING UTILITY EASEMENT AREA (the "Notice") is made as of this ___ day of _____, 20___, by and among **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (the "County"), by and through **THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS ("DTPW")** whose place of business and mailing address is at 701 NW 1st Court, 17th Floor, Miami, Florida 33136, as Grantor; and **MIAMI A/I, LLC**, a Delaware limited liability company ("MWC"), as Grantee.

RECITALS

WHEREAS, The County and MWC entered into that certain Access, Temporary Construction, Drainage and Utility Easements Agreement dated _____, 2019 and recorded in Official Records Book ___, Page ___ of the Public Records of Miami-Dade County, Florida (the "**Easement Agreement**"). Capitalized terms not defined herein shall have the meanings ascribed thereto in the Easement Agreement.

WHEREAS, the County is the fee owner of the Utility Easement Area;

WHEREAS, the actual and final location of the Utility Easement Area has been determined pursuant to the terms and conditions of the Easement Agreement; and

WHEREAS, the County and MWC, pursuant to paragraph 3.2 of the Easement Agreement, desire to execute and record this Notice to provide record notice of the actual and final location and legal description of the Utility Easement Area;

NOW, THEREFORE, pursuant to the terms and conditions of the Easement Agreement, the parties hereby provide record notice of the following:

The final and actual "**Utility Easement Area**," as defined in the Easement Agreement, shall permanently refer to and shall be those lands described in the following instruments recorded in the Public Records of Miami-Dade County, Florida:

1. [List each separate final utility easement]
- 2.
- 3.

[Exhibit "C" to Access, Temporary Construction and Utility Easement Agreement]

All other portions of the Transit Property, including without limitation any portion of the original Utility Easement Area described in the Easement Agreement lying outside of the land described in the instruments above, shall be excluded from the Utility Easement Area for purposes of the Easement Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE(S)]

[Exhibit "C" to Access, Temporary Construction and Utility Easement Agreement]

Signed, witnessed, executed and acknowledged on this ____ day of _____, 20__.

[add appropriate signature blocks and notary provisions]

[Exhibit "C" to Access, Temporary Construction and Utility Easement Agreement]

This instrument prepared by or under the direction of:

Ryan D. Bailine, Esq.
Greenberg Traurig, P.A.
333 SE 2nd Avenue, Suite 4400
Miami, Florida 33131

(This space reserved for Clerk)

SUB-SURFACE UTILITY EASEMENT AGREEMENT

THIS SUB-SURFACE UTILITY EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2019 (the “**Effective Date**”), by and between **MWC GARAGE, LLC**, a Florida limited liability company (“**MWC Garage**”), as Grantor, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (the “**County**”), by and through **THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (“DTPW”)** whose place of business and mailing address is at 701 NW 1st Court, 17th Floor, Miami, Florida 33136, as Grantee.

WITNESSETH:

WHEREAS, MWC Garage is the fee owner of the real property described on Exhibit “A” attached to and made a part of this Agreement (the “**MWC Garage Property**”);

WHEREAS, the MWC Garage Property is under redevelopment as part of a mixed-use development known as “Miami World Center” (the “**Project**”); and

WHEREAS, during Project construction, MWC Garage discovered that an undocumented below-grade 600 volt duct bank (the “**Duct Bank**”) crosses the MWC Garage Property within the area described on Exhibit “B” attached hereto and made a part hereof (the “**Easement Area**”), which Duct Bank provides a portion of below-grade electrical service to an automated elevated transit system (the “**Metromover**”) operated by DTPW and a station thereof located in the public right of way on the west side of NE Second Avenue north of the intersection with NE 8th Street in Miami, Florida (the “**Station**”); and

WHEREAS, the relocation of the Duct Bank by DTPW is not presently feasible and MWC Garage has agreed to grant to DTPW an easement for the continued presence of the Duct Bank in the Easement Area upon and subject to the terms and limitations of this Agreement,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the sum of Ten and No/100 Dollars (\$10.00) in hand paid by each party hereto to the other and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree to the terms, conditions and covenants hereinafter set forth:

**ARTICLE I
RECITALS; TERM**

1.1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as if set out in full in the body of this Agreement.

1.2. Term. The term of this Agreement and the easement created hereby shall be perpetual unless otherwise terminated by written agreement of the parties and, provided, however, that this Agreement shall automatically terminate and be of no further force and effect if and effective as of the time (i) the facilities located in the Duct Bank are relocated or required to be relocated to the Replacement Duct Bank under the terms of Section 2.3 below, or (ii) the Omni loop of the Metromover ceases operation for a period of three hundred sixty-five (365) days or more.

**ARTICLE II
UTILITY EASEMENT**

2.1 Utility Easement. MWC Garage, as the owner of the Easement Area, as Grantor, hereby grants and conveys unto the County, the Grantee, for the benefit of the DTPW's Metromover system, as improved from time to time, a non-exclusive easement (the "**Duct Bank Easement**"), within the below-grade Easement Area for the continued existence of the Duct Bank and the lines therein located as of the Effective Date. This Agreement does not grant to DTPW any right to expand or alter the Duct Bank existing as of the Effective Date or any right to access the MWC Garage Property in any respect or for any reason, and the granting of the Duct Bank Easement hereunder shall in no way limit or impair Grantor's right to use or permanently improve the MWC Garage Property, including without limitation building improvements, street improvements, utility improvements, services and facilities landscaping, hardscape, lighting and other ancillary improvements (collectively, the "**Grantor Improvements**"), so long as the Grantor Improvements do not penetrate the Duct Bank.

2.2 Construction, Maintenance and Repair. DTPW shall be solely responsible for ensuring the Duct Bank has been constructed and is maintained in compliance with all applicable federal, state and local laws and regulations ("**Applicable Laws**"). DTPW shall be prohibited from accessing either the MWC Garage Property for any reason or purpose, and, as such, all necessary repair and/or maintenance of the Duct Bank exclusively must be performed (and may only be performed) from public rights-of-way and through existing terminals located off of the MWC Garage Property. Further, DTPW shall use all reasonable efforts to perform all permitted maintenance and repair of the Duct Bank hereunder in such a manner so as to minimize any material interference with the operation of the Grantor Improvements and the public's reasonable access to the Grantor Improvements. If the County, DTPW or any of its employees, agents, representatives or contractors (collectively, "**Agents**") at any time shall damage any portion of the Grantor Improvements during the use, repair or maintenance of the Duct Bank, DTPW shall be responsible for the costs to promptly repair the same.

2.3 Replacement Duct Bank. If the Duct Bank or the lines thereon for any reason shall cease to function properly and cannot be repaired or replaced in compliance with the preceding terms of this Article 2 and the prohibition that DTPW may not access either the MWC Garage Property, then DTPW shall have the obligation, at its sole cost and expense and at no

cost to MWC Garage, to relocate all electrical service from the Duct Bank to a new duct bank constructed by DTPW and located entirely within a public right-of-way (the “**Replacement Duct Bank**”).

2.4 General Construction Standards. In addition to the other requirements set forth in this Agreement, the parties acknowledge and agree that all maintenance or repair work required or permitted hereunder shall be performed by contractors licensed and insured in the State of Florida, and that all such work shall be performed in accordance with all Applicable Laws. Upon completion of any work by DTPW or its Agents within the Easement Area, the areas affected thereby shall be promptly restored to substantially the same condition as existed prior to commencement of such work or better, excluding any specific work done (e.g., installation of a utility connection or manhole).

2.5 Information. Subject to compliance with the records release process, DTPW shall supply MWC Garage with drawings, schematics, construction drawings (and, if available, as-built drawings) and other information regarding the existing infrastructure in the Duct Bank.

2.6 No Liens. DTPW shall keep the Easement Area, and the remainder of the MWC Garage Property, at all times free of mechanics’ liens and any other liens for labor, services, supplies, equipment or materials purchased or procured, directly or indirectly, by or for DTPW. In no event will DTPW have the right to create, or permit there to be established by virtue of any act or omission, any lien or encumbrance of any nature against the Easement Area or the remainder of the MWC Garage Property. If any such lien or encumbrance is filed against any of the Easement Area or the MWC Garage Property as a result of any action by DTPW, then DTPW shall discharge same of record by payment or bonding off the lien within twenty (20) days after receipt of written notice of the filing thereof, failing which DTPW will be in default under this Agreement and MWC Garage shall have the right to pay or bond off the lien and shall be entitled to reimbursement by DTPW for all costs and expenses actually incurred in connection therewith, together with interest at the statutory rate established pursuant to Section 55.03(1), Florida Statutes, from the date paid until so reimbursed, and the further right to terminate this Agreement by a Notice of Termination recorded among the public records of Miami-Dade County.

2.7 “AS IS” Condition. DTPW accepts the Easement Area and the existing Duct Bank based on its “AS IS” physical condition and in an “AS IS” state of repair. MWC Garage expressly disclaims and makes no representations or warranties, whether expressed or implied, to DTPW or the County with respect to the easement rights granted to DTPW hereunder or the Easement Area or facilities located therein, including, without limitation, with respect to merchantability of title, the suitability or fitness of the Easement Area or such facilities for any of the uses or purposes contemplated by this Agreement or otherwise, or the compliance of same with all Applicable Laws.

ARTICLE III INSURANCE AND INDEMNITY; LIMITATION OF LIABILITY

3.1 Indemnity. Except as provided in Section 768.28, Florida Statutes, the County shall indemnify and hold harmless MWC Garage, and their respective members, officers,

employees, agents, representatives, tenants, licensees, and invitees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense (the "Indemnified Parties"), that any of the Indemnified Parties may incur as a result of any claims, demands, suits, causes of actions or proceedings, and costs and expenses (including reasonable legal fees and court costs) of any kind or nature and arising out of, relating to or resulting from the existence of the Duct Bank Easement hereby created or the acts or omissions of the County or its employees, agents, or contractors with respect to the Duct Bank, provided, however, that this indemnity shall not extend to or cover any claims, losses or damages arising out of the negligence or willful misconduct of the Indemnified Parties. The County shall pay all claims and losses in connection therewith and shall investigate and defend all claims, demands, suits or actions or proceedings of any kind or nature relating to the foregoing indemnity, and where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may be incurred in connection therewith. The County expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit its responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. The indemnities contained in this Agreement shall survive any termination of this Agreement.

3.2 Insurance. The County shall be solely responsible for insuring the Duct Bank and the operations of the Metromover and the Station from casualty and against liability arising from the use, operation and maintenance of the Duct Bank, Metromover and the Station, and MWC Garage shall have no liability therefor, except as herein expressly otherwise provided for.

ARTICLE IV MISCELLANEOUS

4.1 Grantor's Use. It is expressly understood and agreed by the parties hereto that MWC Garage reserves all rights of ownership in and to the MWC Garage Property, and that MWC Garage shall have the unrestricted right and entitlement to use and enjoy the MWC Garage Property, for any and all purposes not inconsistent with the Duct Bank Easement granted herein upon the terms and restrictions hereof, including without limitation the right to grant further easements below, on, over and/or across the MWC Garage Property.

4.2 Binding Effect. This Agreement shall create benefits and servitudes running with the title to each of the properties expressly benefitted and encumbered thereby. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, successors, successors in interest, for so long as DTPW or the County shall continue to operate the Metromover system (or the earlier termination of this Agreement in accordance with the terms herof). Any transferee of any property which is subject to the Duct Bank Easement granted herein shall automatically be deemed, by acceptance of the title to such property, to have taken such title subject to the Duct Bank Easement contained herein and to have agreed with the then owner/owners of all other properties affected hereby to abide by the terms and conditions of this Agreement.

4.3 Headings/Sections/Exhibits. This Agreement shall be interpreted in accordance with its plain meaning and without presumption against the drafting party. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms and provisions

hereof. All references to Sections and Articles mean the Sections and Articles in this Agreement. All Exhibits attached hereto are hereby incorporated herein by reference as though set out in full herein.

4.4 Governing Law. This instrument shall be construed in accordance with the laws of the State of Florida, without giving effect to rules regarding conflicts of laws.

4.5 Counterparts. The parties hereto acknowledge and agree that this Agreement may be executed in several counterparts, each of which shall be effective as and shall constitute an original instrument binding on the part or parties signing same. It shall not be necessary that each party execute all copies of this Agreement, provided that each party has executed at least one copy.

4.6 Waiver of Merger Doctrine. The easements and rights herein shall continue in effect, and there shall not be a merger of estates or termination of such easements or rights, if the County or DTPW shall acquire all or any interest in the MWC Garage Property.

4.7 Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be given either (i) by United States certified mail, return receipt requested, postage prepaid and addressed to the person to whom it is intended at the address of said person as set forth below; or (ii) by a nationally recognized overnight delivery service, and shall be deemed given when delivered on any business day (which shall be deemed any day on which County employees are required to report to work for the conduct of business). The mailing address for a party shall be the most recent address of said party designated in writing to the other party or parties, or if not so designated, as shown on the tax rolls of the taxing jurisdiction in which the property is located.

To MWC Garage: Miami Worldcenter, 100 SE 2nd Street, Suite 3510, Miami, Florida 33131 (address)

To the County: Department of Transportation and Public Works, ATTN: Director, 701 NW 1st Court, 17th Floor, Miami, Florida 33136, with a copy to Miami-Dade County Attorney, 111 NW 1st Street, Suite 2810, Miami, Florida 33128.

Any party may change its address by delivering written notice thereof in accordance with this Section to the other party.

4.8 Severability of Void Provisions. If any provision or provisions of this Agreement or the application thereof to any owner or party, shall be held to be invalid, void or illegal, then the remaining provisions hereof, or the application of such provisions to any party, or any circumstance other than as to those which it is held to be invalid, void, or illegal, shall remain in full force and effect and not be affected thereby.

4.9 Jurisdiction and Venue. The parties hereby agree that the proper venue for any actions or proceedings pursuant to this Agreement brought by or on the behalf of any of the parties to this Agreement, shall be heard in the courts of Miami-Dade County, Florida. All parties waive any objections to the jurisdiction of said courts and hereby consent to its jurisdiction.

4.10 Estoppel Certificate. Each party hereto shall, from time to time during the term of this Agreement, upon request of the other party, execute, acknowledge, and deliver to the requesting party (or its designee) a statement in writing, certifying (a) that this Agreement is unmodified and in full force and effect if such is the fact (or if there have been any modifications thereof, that the same is in full force as modified and stating the modifications); (b) whether there are any uncured defaults hereunder by such party or, to such party's actual knowledge, by the requesting party; (c) whether any sums are owed by either party herein to the other hereunder; and (d) such other information as may be reasonably required by the requesting party.

4.11 Further Assurances. Each of the parties agrees to execute such further and additional documents, instruments, and writings, and take further actions as may be reasonably necessary, proper, required, desirable, or convenient for the purpose of fully effectuating the terms and provisions of this Agreement.


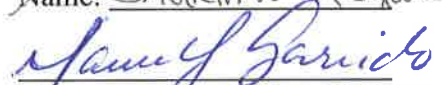
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, MWC Garage, LLC executed this Utility Easement Agreement under seal as of the day and year written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Grantor:

MWC GARAGE, LLC, a
Florida limited liability company



Name: Shukima Alexander

Name: MANUEL GARRIDO

By: MWC Garage Manager (D-East), Inc., a
Delaware corporation,
its Manager

By: 
Nitin Motwani
Vice President

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

The foregoing Utility Easement Agreement was acknowledged before me this 7 day of May, 2019, by Nitin Motwani, who is the Vice President of MWC Garage Manager (D-East), Inc., a Delaware corporation and the manager of **MWC GARAGE, LLC**, a Florida limited liability company, and who is personally known to me.


Print Name: Alexa Cohn
Notary Public, State of Florida

My Commission Expires:

[NOTARIAL SEAL]



IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Utility Easement Agreement under seal as of the day and year written above.

Grantee:

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By: _____
Name:
Title:

ATTEST:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Harvey Ruvin, Clerk

By: *Bruce Libhaber*
Name: *Bruce Libhaber*
Title: *Assistant County Attorney*

EXHIBIT "A"

MWC Garage Property

Real property in the City of Miami, County of Miami-Dade, State of Florida, described as follows:

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 700.10 feet to its intersection with the monument line of N.E. 10th Street; thence run North 87 degrees 43 minutes 41 seconds East, along the monument line of said N.E. 10th Street, for a distance of 550.02 feet to its intersection with the monument line of N.E. 2nd Avenue; thence run South 02 degrees 14 minutes 43 seconds East, along the monument line of N.E. 2nd Avenue, for a distance of 329.97 feet to a point; thence run South 87 degrees 45 minutes 17 seconds West, at right angles to the last described course, for a distance of 37.50 feet to a point on the Easterly boundary line of said Tract "A" and the POINT OF BEGINNING of the following described parcel of land; thence run South 87 degrees 43 minutes 37 seconds West for a distance of 17.50 feet to a point; thence run South 02 degrees 14 minutes 43 seconds East for a distance of 289.59 feet to a point; thence run South 87 degrees 43 minutes 16 seconds West for a distance of 65.03 feet to a point; thence run South 02 degrees 14 minutes 34 seconds East for a distance of 48.00 feet to a point (said last mentioned 4 courses being coincident with the Easterly boundary lines of said Tract "A"); thence run South 87 degrees 43 minutes 16 seconds West for a distance of 181.33 feet to a point (said last mentioned course being coincident with the Northerly boundary line of a 75 Foot Wide, 14.50' High Public Ingress-Egress And Utility Easement recorded in Plat Book 171 at Page 28); thence run North 02 degrees 13 minutes 55 seconds West for a distance of 334.88 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 5.95 feet to a point; thence run North 02 degrees 13 minutes 55 seconds West for a distance of 11.90 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 257.84 feet to a point; thence run South 02 degrees 14 minutes 43 seconds East for a distance of 8.98 feet to the POINT OF BEGINNING (said last mentioned course being coincident with the Easterly boundary line of said Tract "A").

Said parcel of land lying generally below elevation 96.50 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29). The upper limiting elevation of the volume, as described above, is more particularly defined by the lower elevation of the "Tower 2 Parcel" volume lying above the previously described parcel.

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (N02°13'55"W) along the monument line of N.E. 1st Avenue per Plat Book 171 at Page 28.

Less And Except Therefrom:

Retail D-East Parcel

Legal Description

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 32.70 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, at right angles to the last described course, for a distance of 248.80 feet to the POINT OF BEGINNING of the following described parcel of land; thence run North 02 degrees 13 minutes 55 seconds West for a distance of 334.88 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 5.95 feet to a point; thence run North 02 degrees 13 minutes 55 seconds West for a distance of 11.90 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 76.71 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 19.91 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 34.88 feet to a point; thence run South 02 degrees 09 minutes 41 seconds East for a distance of 81.50 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 30.16 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 33.16 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 24.06 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 162.85 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 22.17 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 18.08 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 10.17 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 31.17 feet to a point; thence run South 87 degrees 43 minutes 16 seconds West, along the Northerly boundary line of a 75' Wide, 14.50' High Public Ingress-Egress and Utility Easement recorded in Plat Book 171 at Page 28, for a distance of 139.33 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above the horizontal plane of elevation 10.00 feet and below elevation 31.83 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29). The upper limiting elevation of the volume, as described above, is more particularly defined by the lower elevation of the underside of the concrete slab above and its supporting horizontal structural components, including penetrations and openings within the foregoing defined volume.

Less And Except Therefrom:

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 700.10 feet to its intersection with the monument line of N.E. 10th Street; thence run North 87 degrees 43 minutes 41 seconds East, along the monument line of said N.E. 10th Street, for a distance of 550.02 feet to its intersection with the monument line of N.E. 2nd Avenue; thence run South 02 degrees 14 minutes 43 seconds East, along the monument line of N.E. 2nd Avenue, for a distance of 555.56 feet to a point; thence run South 87 degrees 45 minutes 17 seconds West, at right angles to the last described course, for a distance of 55.00 feet to a point on the Easterly boundary line of said Tract "A" and the POINT OF BEGINNING of the following described parcel of land; thence run South 02 degrees 14 minutes 43 seconds East, along the Easterly boundary line of said Tract "A," for a distance of 64.00 feet to a point; thence run South 87 degrees 43 minutes 16 seconds West, along a portion of the Easterly boundary line of said Tract "A," for a distance of 65.54 feet to a point; thence run North 02 degrees 13 minutes 06 seconds West for a distance of 30.61 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance 36.92 feet to a point; thence run North 02 degrees 13 minutes 53 seconds West for a distance of 33.45 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 28.60 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above the horizontal plane of elevation 10.00 feet and below elevation 31.83 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29). The upper limiting elevation of the volume, as described above, is more particularly defined by the lower elevation of the underside of the concrete slab above and its supporting horizontal structural components, including penetrations and openings within the foregoing defined volume.

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Together With:

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 278.08 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, at right angles to the last described course, for a distance of 374.23 feet to the POINT OF BEGINNING of the following described parcel of land; thence run North 87 degrees 46 minutes 07 seconds East, along Line "A," for a distance of 22.18 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 33.16 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 24.06 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 127.34 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West, along Line "B," for a distance of 46.24 feet to a

point; thence run North 02 degrees 13 minutes 53 seconds West for a distance of 160.50 feet to the POINT OF BEGINNING.

Said parcel lying generally at and above an inclined plane passing through an elevation along Line "A" of 21.92 feet and passing through an elevation along Line "B" of 31.83 feet, National Geodetic Vertical Datum of 1929, said inclined plane being the underside of a constructed concrete slab, said plane also including the additional horizontal structural components of said concrete slab.

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Together With:

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 32.70 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, at right angles to the last described course, for a distance of 248.80 feet to the POINT OF BEGINNING of the following described parcel of land; thence run North 02 degrees 13 minutes 55 seconds West for a distance of 99.91 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 65.78 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 93.29 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 58.50 feet to a point; thence run North 02 degrees 13 minutes 53 seconds West for a distance of 93.38 feet to a point; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 62.00 feet to a point; thence run North 02 degrees 13 minutes 53 seconds West for a distance of 101.84 feet to a point; thence run South 87 degrees 46 minutes 03 seconds West for a distance of 62.00 feet to a point; thence run North 02 degrees 13 minutes 54 seconds West for a distance of 105.20 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 58.45 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 135.00 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 65.83 feet to a point; thence run North 02 degrees 13 minutes 55 seconds West for a distance of 159.74 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 10.00 feet to a point; thence run North 02 degrees 13 minutes 54 seconds West for a distance of 15.00 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 253.79 feet to a point; thence run South 02 degrees 14 minutes 43 seconds East for a distance of 8.98 feet to a point; thence run South 87 degrees 43 minutes 37 seconds West for a distance of 17.50 feet to a point; thence run South 02 degrees 14 minutes 43 seconds East for a distance of 289.59 feet to a point; thence run South 87 degrees 43 minutes 16 seconds West for a distance of 65.03 feet to a point; thence run South 02 degrees 14 minutes 34 seconds East for a distance of 48.00 feet to a point (said last mentioned 5 courses being coincident with the Easterly boundary lines of said Tract "A"); thence run South 87 degrees 43 minutes 16 seconds West for a distance of 181.33 feet to the POINT OF BEGINNING (said last mentioned course being coincident with the Northerly boundary line of a

75 Foot Wide, 14.50' High Public Ingress-Egress And Utility Easement recorded in Plat Book 171 at Page 28).

Said parcel of land lying generally at and above elevation 96.50 feet and below elevation 102.00 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29). The upper limiting elevation of the volume, as described above, is more particularly described as the upper surface of the concrete deck slab above and, the lower limiting elevation of the volume, as described above, is more particularly described as the upper limiting elevation of the "Garage East Parcel" volume lying below the previously described parcel.

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Together With:

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 73.57 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, at right angles to the last described course, for a distance of 410.25 feet to the POINT OF BEGINNING (P.O.B. "A") of the following described parcel of land; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 14.58 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 35.58 feet to a point; thence run South 87 degrees 46 minutes 05 seconds West for a distance of 14.58 feet to a point; thence run North 02 degrees 13 minutes 53 seconds West for a distance of 35.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above elevation 102.00 feet and below elevation 141.50 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29).

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Together With:

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 322.09 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, at right angles to the last described course, for a distance of 474.91 feet to the POINT OF BEGINNING (P.O.B. "B") of the following described parcel of land; thence run North 87 degrees 46 minutes 07 seconds East for a distance of 14.92 feet to a point; thence run

South 02 degrees 13 minutes 53 seconds East for a distance of 57.85 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 12.00 feet to a point; thence run North 02 degrees 13 minutes 53 seconds West for a distance of 23.00 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 2.92 feet to a point; thence run North 02 degrees 13 minutes 49 seconds West for a distance of 34.85 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above elevation 102.00 feet and below elevation 141.50 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29).

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Together With:

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run North 02 degrees 13 minutes 55 seconds West, along the monument line of said N.E. 1st Avenue, for a distance of 374.49 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East, at right angles to the last described course, for a distance of 331.47 feet to the POINT OF BEGINNING (P.O.B. "C") of the following described parcel of land; thence run North 87 degrees 46 minutes 06 seconds East for a distance of 35.87 feet to a point; thence run South 02 degrees 13 minutes 53 seconds East for a distance of 14.92 feet to a point; thence run South 87 degrees 46 minutes 07 seconds West for a distance of 35.87 feet to a point; thence run North 02 degrees 13 minutes 53 seconds West for a distance of 14.92 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above elevation 102.00 feet and below elevation 141.50 feet, National Geodetic Vertical Datum of 1929 (N.G.V.D.29).

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (N02°13'55"W) along the monument line of N.E. 1st Avenue per Plat Book 171 at Page 28.

PARCEL 2:

Those certain easement rights contained in CONSTRUCTION, OPERATIONS, RESTRICTIONS AND RECIPROCAL EASEMENT AGREEMENT by MIAMI A/I, LLC, a Delaware limited liability company, in its capacity as "Master Developer" dated December 6, 2016, recorded December 9, 2016 in Official Records Book 30338, Page 2695, and re-recorded in Official Records Book 30349, Page 3441, as affected by that certain Supplement to Construction, Operation, Restrictions and Reciprocal Easement Agreement recorded in Official Records Book 30338, Page 2979, and as further affected by that certain Second Supplement to

Construction, Operation, Restrictions and Reciprocal Easement Agreement recorded in Official Records Book 30418, Page 2983, and as further affected by that certain Third Supplement to Construction, Operation, Restrictions and Reciprocal Easement Agreement recorded in Official Records Book 30440, Page 330, and rerecorded in Official Records Book 30455, Page 4520, Public Records of Miami-Dade County, Florida.

EXHIBIT "B"
Easement Area



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 - EASEMENT

LEGAL DESCRIPTION

A PORTION OF TRACT A, "MIAMIWORLDCENTER PLAT 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 28 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT LINE INTERSECTION OF N.E. 2ND AVENUE AND N.E. 8TH STREET, AS SHOWN ON SAID PLAT; THENCE SOUTH 87° 43'16" WEST, ALONG THE MONUMENT LINE FOR N.E. 8TH AVENUE, A DISTANCE OF 120.04 FEET; THENCE NORTH 02° 14'34" WEST, ALONG THE EASTERLY BOUNDARY OF SAID TRACT A, A DISTANCE OF 80.50 FEET; THENCE NORTH 87° 43'16" EAST, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 38.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01° 31'23" WEST, A DISTANCE OF 38.01 FEET; THENCE NORTH 07° 14'05" EAST, A DISTANCE OF 61.42 FEET; THENCE NORTH 19° 59'18" EAST, A DISTANCE OF 16.69 FEET; THENCE NORTH 30° 25'11" EAST, A DISTANCE OF 18.19 FEET; THENCE SOUTH 02° 14'43" EAST, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 9.26 FEET; THENCE SOUTH 30° 25'11" WEST, A DISTANCE OF 9.94 FEET; THENCE SOUTH 19° 59'17" WEST, A DISTANCE OF 15.68 FEET; THENCE SOUTH 07° 14'05" WEST, A DISTANCE OF 37.05 FEET; THENCE NORTH 67° 24'36" EAST, A DISTANCE OF 18.56 FEET; THENCE SOUTH 02° 14'43" EAST, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 10.67 FEET; THENCE SOUTH 67° 24'36" WEST, A DISTANCE OF 17.16 FEET; THENCE SOUTH 01° 31'23" EAST, A DISTANCE OF 50.48 FEET; THENCE SOUTH 87° 43'16" WEST, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

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 REFERENCED IN THE PREPARATION OF THIS SKETCH.

ABBREVIATIONS

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

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE 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.


JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name:	MIAMI WORLDCENTER	DATE:	01/26/2018
JOB NO.	07139	DWG BY:	JSH
		CK'D By:	TP
			SHEET 1 OF 2

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

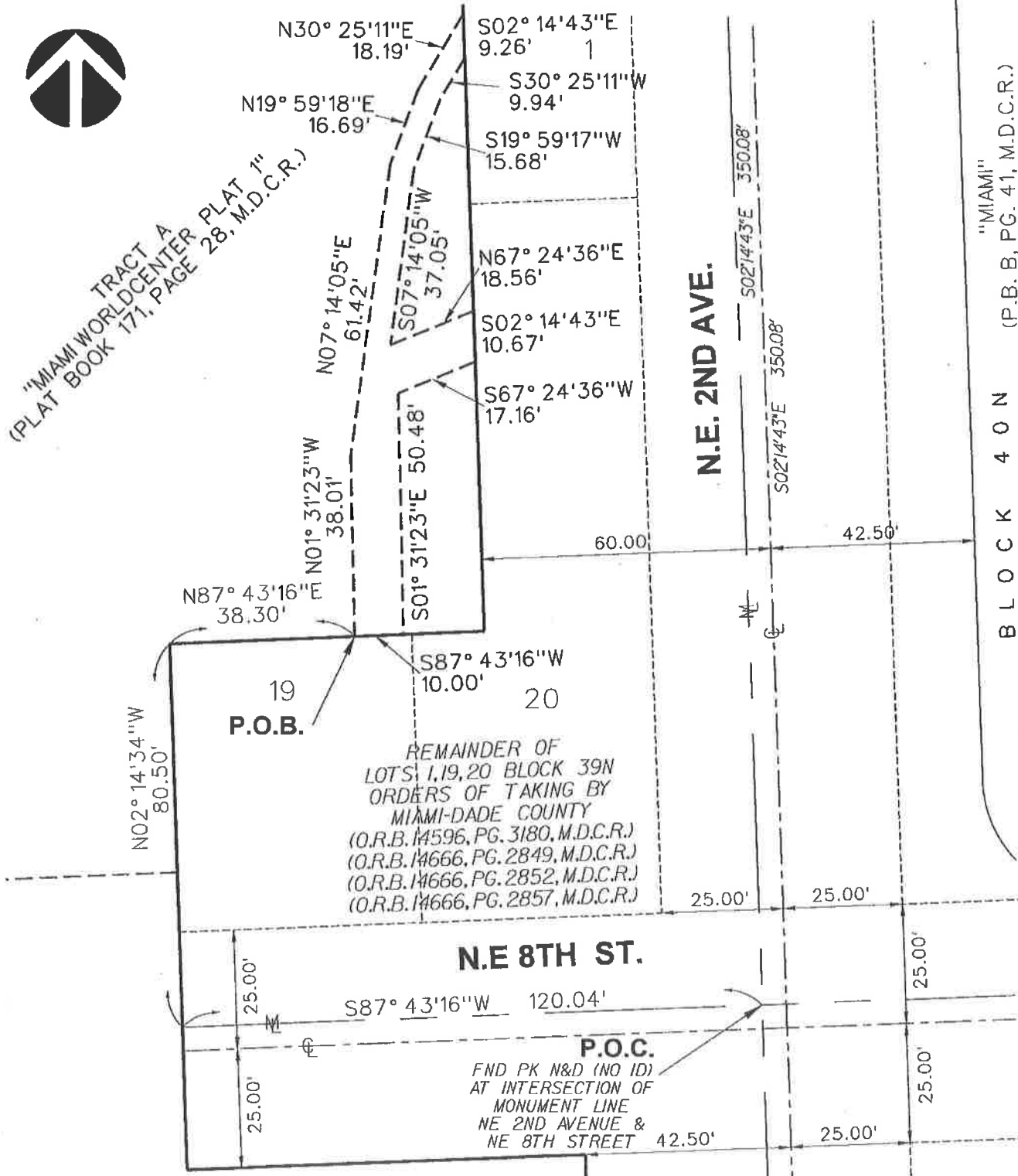
SURVEYING & MAPPING
Certificate of Authorization No. LB7264

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

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



"MIAMI TRACT A
(PLAT BOOK 171, PAGE 28, M.D.C.R.)



REMAINDER OF
LOTS 1, 19, 20 BLOCK 39N
ORDERS OF TAKING BY
MIAMI-DADE COUNTY
(O.R.B. 14596, PG. 3180, M.D.C.R.)
(O.R.B. 14666, PG. 2849, M.D.C.R.)
(O.R.B. 14666, PG. 2852, M.D.C.R.)
(O.R.B. 14666, PG. 2857, M.D.C.R.)

N.E. 8TH ST.

N.E. 2ND AVE.

"MIAMI"
(P.B. B, PG. 41, M.D.C.R.)

P.O.B.

P.O.C.

FND PK N&D (NO ID)
AT INTERSECTION OF
MONUMENT LINE
NE 2ND AVENUE &
NE 8TH STREET

JOB NO. 07139	Project Name: MIAMI WORLDCENTER	DWG BY: JSH	SCALE: 1"=30'	DATE: 01/26/2018	SHEET 2 OF 2
		CK'D BY: TP			

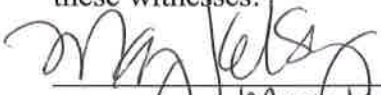
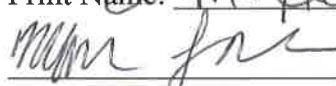
JOINDER BY MORTGAGEE


The undersigned Fifth Third Bank, an Ohio banking corporation, as agent, mortgagee under that certain mortgage from MWC Retail, LLC, a Florida limited liability company and MWC Garage, LLC, a Florida limited liability company, dated December 28, 2017, and recorded January 3, 2018 in Official Records Book 30814, at Page 3066, of the Public Records of Miami-Dade County Florida, covering all/or a portion of the property described in the foregoing Utility Easement Agreement, does hereby acknowledge that the terms of the Utility Easement Agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 21 day of MARCH, 2018.

Signed, sealed and delivered in the presence of these witnesses:

Fifth Third Bank, an Ohio banking corporation


Print Name: Mary Kelsey

Print Name: Marisa Lake

By: 
Print Name: MATTHEW RODGERS
Title: SVP

Address:
2029 Century Park East
Los Angeles, California 90067

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)ss.
)

On March 21, 2018, before me, John J Kang, a Notary Public, personally appeared Matthew Rodgers, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
Signature of Notary

[Notary Seal]

