

This instrument was prepared by:

Name: Francisco J. Pines, ESQ  
Address: Law offices of Francisco J. Pines, P.A.  
3301 Ponce De Leon Boulevard, Suite 220  
Coral Gables, FL 33134

(Space Reserved for Clerk of the Court)

**COVENANT RUNNING WITH THE LAND  
IN LIEU OF UNITY OF TITLE  
(Commercial)**

KNOW ALL BY THESE PRESENTS that the undersigned Owner hereby makes, declares and imposes on the land herein described, these easements and covenants running with the title to the land, which shall be binding on the Owner, all heirs, successors and assigns, personal representatives, mortgagees, lessees, and against persons claiming by, through or under them;

WHEREAS, the undersigned Owner holds the fee simple title to the land in the City of Doral, Miami-Dade County, Florida, described in Exhibit "1," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion attached as Exhibit "2," and

WHEREAS, the Property was developed for:

- Business Use  
 Office Use  
 Industrial Use

WHEREAS, Owner may intend to sell the buildings on the Property for sale to multiple owners or association format of ownership and/or in two or more phases, and

WHEREAS, Owner may wish to convey portions of the Property from time to time, and this instrument is executed in order to assure that the conveyance of the Property with future multiple ownership, will not violate the Zoning Code of the City of Doral.

WHEREAS, Owner may need to obtain access to and use of parking facilities on Tenant's property;

WHEREAS it has been demonstrated to the satisfaction of the city that the Tenant has parking in excess of parking required by Code for the uses occupying tenants property;

WHEREAS, upon the request of Landlord, the Tenant has agreed to the use of the parking facilities by Landlord;

NOW THEREFORE, in consideration of the premises, Owner hereby agrees as follows:

1. The Property is developed in substantial conformity with the site plan entitled, Warehouse Alterations for the property located at 8125 NW 56<sup>th</sup> Street, Doral, FL, prepared by Palacio Architecture, Inc., dated the 29 day of June, 2016.

No modification shall be effected in said site plan without the written consent of the then owner(s) of the Property, and the Director of the Zoning Department (Director); provided that the Director finds that the modification conforms with the standards established in the City of Doral Zoning Code, and provided further, that should the Director withhold such approval, the then owner(s) of the Property shall be permitted to seek such modification by application to modify the plan at a public hearing before the City Council.

2. In the event of multiple ownership subsequent to said site plan approval, each of the subsequent owners, mortgagees and other parties in interest shall be bound by the terms, provisions and conditions of this instrument. Owner further agrees that it will not convey portions of the Property to such other parties unless and until the Owner and such other party or parties shall have executed and mutually delivered in recordable form, an instrument to be known as an "Easement and Operating Agreement" which shall contain, among other things:
  - (i) easements in the common area of each parcel for ingress to and egress from other parcels;
  - (ii) easements in the common area of each parcel for the passage and parking of vehicles;
  - (iii) easements in the common area of each parcel for the passage and accommodation of pedestrians;
  - (iv) easements for access roads across the common area of each parcel to public and private roadways;
  - (v) easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
  - (vi) easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;
  - (vii) easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;
  - (viii) easements on each parcel for attachment of buildings;
  - (ix) easements on each such parcel for building overhangs, other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
  - (x) appropriate reservation of rights to grant easements to utility companies;


- (xi) appropriate reservation of rights to dedicate road rights-of-way and curb cuts;
- (xii) easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
- (xiii) appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and the like.

The easement provisions or portions thereof, may be waived by the Director, if they are not applicable to the site plan. When executed, the Easement and Operating Agreement shall not be amended without the prior written approval of the Director. Such Easement and Operating Agreement may contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, all to the end that although the property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.

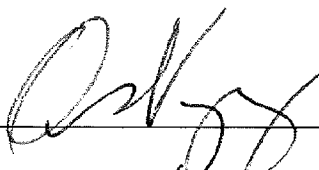
3. The provisions of this instrument shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owners of the Property and the Director, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the property for the purposes herein intended.
4. The provisions of this instrument may be amended, modified or released by a written instrument executed by the then Owner or Owners of the Property, with joinders by all mortgagees, and the Director.
5. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
6. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.
7. This Declaration shall be recorded in the public records of Miami-Dade County at the Owner's expense.
8. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
9. In the event of a violation of this Declaration, in addition to any other remedies available, the City of Doral is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Declaration is complied with.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 6<sup>th</sup> day of ~~May~~, 2016.  
June

WITNESSES:

  
\_\_\_\_\_  
Signature

MARTA RIZO  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature

OSCAR VAZQUEZ  
\_\_\_\_\_  
Print Name

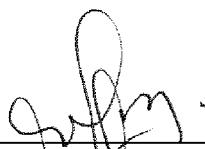
  
\_\_\_\_\_  
Signature

ARMAND PRATS  
\_\_\_\_\_  
Print Name

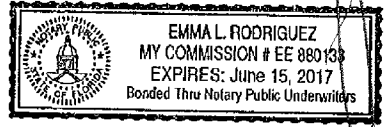
STATE OF FLORIDA                    )  
  )  
COUNTY OF MIAMI-DADE         )

ss:

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of ~~May~~, June, 2016, by Mr. Oscar Vazquez who are personally known to me or produced \_\_\_\_\_ (type of identification) as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



**JOINDER BY MORTGAGEE CORPORATION**

The undersigned Gibraltar Private Bank & Trust Company, a Mortgagee under that certain mortgage from CCD PR NO 11. LLC, a Delaware limited company, dated the 26<sup>th</sup> day of March, 2014, and recorded in Official Records Book 29086, Page 850, of the Public Records of Miami-Dade County, Florida. covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 2nd day of June, 2016.

**Witnesses:**

[Signature]

Signature

LESTER ROMERO

Print Name

Maria Rosario

Signature

MARIA ROSARIO

Print Name

[Signature]

Gibraltar Private Bank & Trust Company  
Address:

200 South Biscayne Boulevard Suite 2850  
Miami, Florida 33131

By: Senior Vice-President  
(President, Vice-President, or CEO)

Print Name: EMILIO VAZQUEZ

[\*Note: All others require attachment of original Corporate resolution of authorization]

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by Emilio Vazquez  
(Name)

the Senior Vice President of Gibraltar Private Bank & Trust company,  
(Title) (Name)

on behalf of the company. He/She is personally known to me or has produced

Drivers license, as identification.

Witness my signature and official seal this 2nd day of June, 2016, in the County and State aforesaid.

[Signature]  
Notary Public — State of Florida  
Print Name: Anna Talbot Nolte  
My Commission Expires: 9/26/2018

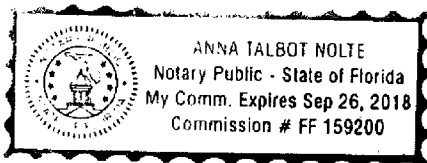


EXHIBIT "1"  
LEGAL DESCRIPTION

FOLIO: 35-3022-000-0150

THE EAST 132.185 FEET OF THE WEST 528.74 FEET OF THE NORTH  $\frac{1}{2}$  OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ , LESS THE NORTH 45 FEET OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, LYIN AND BEING IN MIAMI DADE COUNTY, FLORIDA.

FOLIO: 35-3022-000-0280

THE WEST 112.18 FEET OF THE EAST 905.288 FEET OF THE SOUTH 232.00 FEET OF THE SOUTH  $\frac{1}{2}$  OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ , LESS OF THE SOUTH 35 FEET THEREOF, OF SECTION 22, TOWNSHIP 33 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI DADE COUNTY, FLORIDA.

THE WEST 134.184 FEET OF THE EAST 925.88 FEET OF THE SOUTH  $\frac{1}{2}$  OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ , LESS THE EAST 112.18 FEET OF THE SOUTH 232.00 FEET; AND LESS THE SOUTH 35 FEET THEREOF, IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

**EXHIBIT "2"****OPINION OF TITLE**

TO: CITY OF DORAL, a political subdivision of the state of Florida.

With the understanding that this opinion of title is furnished as requested by the City of Doral, Florida, as an inducement to issue a covenant in lieu of a unity of title, it is hereby certified that I (we) have examined the complete Owners Title Policy issued by Chicago Title Insurance Fund, Inc., dated March 28, 2014, and the following: Title Search covering the period from March 28, 2014 to May 3, 2016 at 11:00 pm, inclusive, of the following described real property:

See attached Exhibit "A" Legal Description

Address: 8080 NW 58 Street and 8125 NW 56<sup>th</sup> Street, Doral, Florida 33166

Basing my (our) opinion on said complete abstract or title search report covering said period I (we) am (are) of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in: CCD PR NO 11, LLC, a Delaware limited liability company

Subject to the following liens, encumbrances, and other exceptions:

**GENERAL EXCEPTIONS**

1. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.
2. Rights of persons other than the above owners who are in possession.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Zoning and other restrictions imposed by governmental authority.

7. Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property.
8. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

### **SPECIAL EXCEPTIONS**

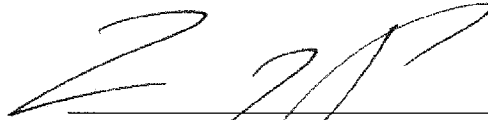
1. Mortgage and Security Agreement to Gibraltar Private Bank & Trust Company, mortgagee(s), recorded under O.R. Book 29086, Page 850, Public Records of Miami-Dade County, Florida.
2. UCC Financing Statement between CCD PR NO 11, LLC, a Delaware limited liability company and Gibraltar Private Bank & Trust Company, as recorded in O.R. Book 29086, Page 868, Public Records of Miami-Dade County, Florida.
3. Assignment of Leases, Rents and Profits, in O.R. Book 29086, Page 861, Public Records of Miami-Dade County, Florida.
4. Taxes and assessments for the year 2016, and thereafter which are not yet due and payable.
5. Terms and conditions of Miami-Dade Water & Sewer Authority, recorded in O.R. Book 8390 Page 143, Public Records of Miami-Dade County, Florida.
6. Terms and Conditions of that Agreement recorded in O.R. Book 8390, Page 142, Public Records of Miami-Dade County, Florida.
7. Restrictions and Covenants disclosed in Warranty Deed recorded in O.R. Book 12070, Page 680, Public Records of Miami-Dade County, Florida.
8. Corrective Unity of Title recorded in O.R. Book 12809, Page 80, Public Records of Miami-Dade County, Florida.
9. Unrecorded Commercial Lease from CCD PR NO 11, LLC, as landlord and Rowland Coffee Roasters, INC. as Tenant.



None of the exceptions listed above will restrict the use of the property for the purposes set forth in the covenant and unity of title, as applicable.

I, Francisco J. Pines, Esq., the undersigned, further certify that I am an attorney at law duly admitted to practice in the State of Florida, and I am a member in good standing of the Florida Bar.

Respectfully submitted this 19  
day of May, 2016.

A handwritten signature in black ink, appearing to read 'F. Pines', written over a horizontal line.

Francisco J. Pines, Esq.  
Florida Bar No. 0571741  
3301 Ponce de Leon Blvd., Suite 220  
Coral Gables, FL 33134

EXHIBIT "A"  
LEGAL DESCRIPTION

FOLIO: 35-3022-000-0150

THE EAST 132.185 FEET OF THE WEST 528.74 FEET OF THE NORTH  $\frac{1}{2}$  OF THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ , LESS THE NORTH 45 FEET OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, LYIN AND BEING IN MIAMI DADE COUNTY, FLORIDA.

FOLIO: 35-3022-000-0280

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ATID BLK@ \*\*\*\*\* ATTORNEYS' TITLE FUND SERVICES, LLC. \*\*\*\*\* 05/13/2016  
ATTORNEY TITLE INFORMATION DATA SYSTEM 14:53:35  
FOR COUNTY OF MIAMI-DADE

\* \* \* \* \* CERTIFIED PRINTOUT \* \* \* \* \*

DATA FOR: FRANCISCO J PINES PA  
CUSTOMER NO.: 3745601

FUND BRANCH INFORMATION: CERTIFIED THROUGH 05/03/2016 AT 11:00 PM  
CERTIFIED THROUGH BOOK 30061 PAGE 2494  
CERTIFIED FROM 11/15/1976

FILE NUMBER: 16-009  
DESCRIPTION: CCD

OPENED: 05/13/2016

ATID BLK@ \*\*\*\*\* ATTORNEYS' TITLE FUND SERVICES, LLC. \*\*\*\*\* 05/13/2016  
FOR COUNTY OF MIAMI-DADE 14:54

SEC- 22 TWN- 53 S RNG- 40 E FILE/ORDER REF: 16-009  
SEARCH FROM- 03282014 THRU- 05032016 ID-

S/G CODE S/G CODE S/G CODE S/G CODE S/G CODE S/G CODE  
-> S 3221  
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FUND BRANCH CERTIFIED THROUGH 05/03/2016 AT 11:00 PM

02 instruments found for search arguments

ATID \*\*\*\*\* ATTORNEYS' TITLE FUND SERVICES, LLC. \*\*\*\*\* PAGE 0001 OF 0002  
DOF: 03312014 PR: OR 29089 1183 SR: CN 2014 0230049 DOI: 01011900  
TOI: AFF DESC: MIN:  
1ST PARTY: JOSE VALLE

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:  
LEGAL: EXC POR SEC 22-53S-40E & LT 1 ROY STEEL SUB PB 77/88 & LT 18 BLK 1 H  
AMPTON AC UNREC PLAT

COMMENTS: \*SHD

1st pg-SEARCHED S/G S CODE 3221 STR 22/53 S/40 E 03/28/2014-05/03/2016

ATID \*\*\*\*\* ATTORNEYS' TITLE FUND SERVICES, LLC. \*\*\*\*\* PAGE 0002 OF 0002  
DOF: 03282014 PR: OR 29086 845 SR: CN 2014 0224499 DOI: 03252014  
TOI: SWD DESC: MIN:

1ST PARTY: ROWLAND COFFL ROASTERS INC

2ND PARTY: C C D PR NO 11 L L C 1553 SAN IGNACIO AVE CORAL GABLES FL 33146

AMOUNT: 52200.00 NAME: WALTER HAVERFIELD TYPE:

REFERENCE:

LEGAL: EXC POR SEC 22-53S-40E & LT 1 ROY STEEL SUB PB 77/88 & LT 18 BLK 1 H  
AMPTON AC UNREC PLAT

COMMENTS: \*SHD \*SR

Lst pg-SEARCHED S/G S CODE 3221 STR 22/53 S/40 E 03/28/2014-05/03/2016

ATLD ATTORNEY TITLE INFORMATION DISPLAY SYSTEM

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\*\*\*\*\* SEARCH COMPLETE \*\*\*\*\*  
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ATTD BLK@ ATTORNEY TITLE FUND SERVICES, LLC 05/13/2016  
NAME SEARCH INQUIRY FOR COUNTY OF: MIAMI-DADE 14:54:55

\*\*\*\*\* CERTIFIED PRINTOUT \*\*\*\*\*

DATA FOR: FRANCISCO J PINES PA  
ACCOUNT: 54113

FUND BRANCH INFORMATION: CERTIFIED THROUGH 05/03/2016 AT 11:00 PM  
RECORDING REFERENCE OR 30061 2494  
CERTIFIED FROM 11/15/1976

FILE NUMBER: 16-009  
DESCRIPTION: CCD

OPENED: 05/13/2016  
SEARCH FROM DATE: 05/03/1995  
SEARCH THRU DATE: 05/03/2016

YOUR SEARCH MAY BE INCOMPLETE. USE GI COMMERCIAL NAME VARIATIONS (ATCN).

TYPE NAME - LAST, FIRST, MIDDLE,  
C CCD PR NO 11 LLC

COUNTY : 01 MIAMI-DADE  
LAST NAME LIMIT: 080  
FIRST NAME LIMIT: 065  
NICKNAME : Y  
SIMILAR SOUNDING: Y  
FLIP NAMES : N

NAME	PRIMARY REF	X SECONDARY REF CASE NUMBER	DOF REF NUMBER	TOI DESCRPTN/ COMMENTS
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C		CCD PR NO 11 LLC		No documents found for this name.
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\*\*\*\*\* SEARCH COMPLETE \*\*\*\*\*



CHICAGO TITLE  
INSURANCE COMPANY

POLICY NO.: 6032-1-2014-450-2014.7230609-90993433

**OWNER'S POLICY OF TITLE INSURANCE**

Issued by  
**Chicago Title Insurance Company**

*Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.*

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

- (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
  - (i) to be timely, or
  - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

CHICAGO TITLE INSURANCE COMPANY

By:



*[Signature]*  
 ATTEST President

*[Signature]*  
 Secretary

Countersigned: *[Signature]*  
 Authorized Signatory

D. JUSTIN NILES, P.A.

6032FL            2014-450  
 D. Justin Niles, P.A.  
 200 W. Palmetto Park Road, Ste. 301  
 Boca Raton, FL 33432  
 Tel: (561) 869-1700  
 Fax: (561) 869-1701



## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

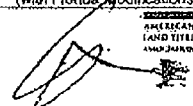
1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant; not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.





**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured, but only so long as the insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) to pay or otherwise settle with other parties for or in the name of an insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DÉTERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### 14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
- (b) Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (c) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Chicago Title Insurance Company, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.



CHICAGO TITLE  
INSURANCE COMPANY

**D. Justin Niles, P.A.**  
200 West Palmetto Park Road, Suite 301  
Boca Raton, FL 33432  
Phone: 561-869-1700 • Fax: 561-869-1701

**SCHEDULE A**

Order No.: 4681360  
Customer Reference: 2014-450

Policy No.: 6032-1-2014-450-2014.7230609-90993433

Address Reference: 5605 NW 82<sup>nd</sup> Ave; 8180 NW 58<sup>th</sup> St; 8130 NW 58<sup>th</sup> St; 8080 NW 58<sup>th</sup> St;  
8050 NW 58<sup>th</sup> St; and 8125 NW 56<sup>th</sup> St, Doral, FL 33166  
(For information only)

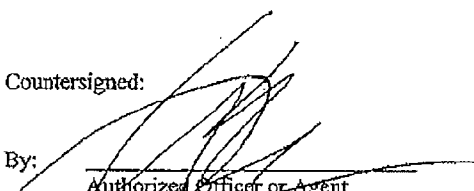
Amount of Insurance: \$8,700,000.00  
Premium: \$18,430.00

Date of Policy: **March 28, 2014 @ 9:22 a.m.**

1. Name of Insured: CCD PR NO 11, LLC, a Delaware limited liability company
2. The estate or interest in the Land that is encumbered by this policy is: Fee Simple
3. Title is vested in: CCD PR NO 11, LLC, a Delaware limited liability company by virtue of that certain Special Warranty Deed recorded March 28, 2014 in Official Records Book 29086, Page 845 of the Public Records of Miami-Dade County, Florida.
4. The Land referred to in this policy is described as follows:  
See Exhibit "A" attached hereto and made a part hereof.

Countersigned:

By:

  
Authorized Officer or Agent

THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND  
TO PROVIDE ASSISTANCE IS 1-800-669-7450  
THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED



CHICAGO TITLE  
INSURANCE COMPANY

**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

Policy No.: 6032-1-2014-450-2014.7230609-90993433

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.
2. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the land.
3. Rights or claims of parties in possession not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or assessments which are not shown as existing liens in the public records.
6. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
7. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
8. Mortgage and Security Agreement from CCD PR NO 11, LLC, a Delaware limited liability company, Mortgagor, in favor of Gibraltar Private Bank & Trust Company, Mortgagee, recorded in Official Records Book 29086, Page 850 of the Public Records of Miami-Dade County, Florida, encumbering the Land described on Exhibit "A" hereof, in the original principal amount of \$6,000,000.00.
9. Assignment of Leases, Rents and Profits by and between CCD PR NO 11, LLC and Gibraltar Private Bank & Trust Company, recorded in Official Records Book 29086, Page 861 of the Public Records of Miami-Dade County, Florida.
10. UCC-1 Financing Statement by and between CCD PR NO 11, LLC and Gibraltar Private Bank & Trust Company recorded in Official Records Book 29086, Page 868 of the Public Records of Miami-Dade County, Florida.

7230609

2 of 7

ALTA Owner's Policy 6/17/06  
(With Florida Modifications)





CHICAGO TITLE  
INSURANCE COMPANY

**SCHEDULE B Continued**

Policy No.: 6032-1-2014-450-2014.7230609-90993433

11. The terms, provisions and conditions contained in that certain Miami-Dade Water & Sewer Authority Agreement to connect and pay a contribution for a Temporary Well or Septic Tank recorded in Official Records Book 8407, Page 641. (Parcels 2 & 3)
12. The terms, provisions and conditions contained in that certain Covenant, Running with the Land in favor of Metropolitan Dade County recorded in Official Records Book 13656, Page 3806. (Parcels 2 & 3)
13. The terms, provisions and conditions contained in that certain Covenant for Maintenance of Landscaping within Right of Way recorded in Official Records Book 19062, Page 3164. (Parcels 2 & 3)
14. The terms, provisions and conditions contained in that certain Water and Sewer Agreement recorded in Official Records Book 8390, Page 142. (Parcels 4 & 7) ✓
15. The terms, provisions and conditions contained in that certain Agreement recorded in Official Records Book 8390, Page 143. (Parcels 4 & 7) ✓
16. Restrictions and any other terms, covenants and conditions disclosed by Warranty Deed recorded in Official Records Book 8674, Page 840, as affected by Book 12070, Page 680. (Parcels 4 & 7) ✓
17. The terms, provisions and conditions contained in that certain Corrective Unity of Title recorded in Official Records Book 12809, Page 80. (Parcels 4 & 7) ✓
18. Declaration of Easement recorded in Official Records Book 15324, Page 2218. (Parcel 8)
19. The terms, provisions and conditions contained in that certain Covenant for Maintenance of Landscaping with Right of Way recorded in Official Records Book 19117, Page 4970. (Parcels 4, 7 & 8) ✓
20. Provisions of the Plat of Roy Steel Subdivision, recorded in Plat Book 77, Page 88. (Parcel 5)
21. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 24406, Page 2951. (Parcel 5)
22. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 26455, Page 508. (Parcel 5)
23. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 19956, Page 1011. (Parcel 9)



CHICAGO TITLE  
INSURANCE COMPANY

**SCHEDULE B Continued**

Policy No.: 6032-1-2014-450-2014.7230609-90993433

24. Terms, covenants, conditions, restrictions and other matters contained in the unrecorded Commercial Lease Agreement by and between CCD PR NO 11, LLC, as Landlord and Rowland Coffee Roasters, Inc., as Tenant, dated March 26, 2014, as affected by that certain unrecorded Subordination, Non-Disturbance and Attornment Agreement by and between Landlord, Tenant and Gibraltar Private Bank and Trust Company, as Mortgagee, dated March 26, 2014.

**NOTE:** All recording references in this policy shall refer to the public records of Miami-Dade County, Florida, unless otherwise noted.

**NOTE:** Schedule B, Items 2, 3, 4, 5, 6 and 7 are hereby deleted.



CHICAGO TITLE  
INSURANCE COMPANY

Policy No.: 6032-1-2014-450-2014.7230609-90993433

**EXHIBIT "A"**

**PARCEL 1**

THE WEST 132.185 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA; LESS AND EXCEPT:

THE NORTH 45 FEET THEREOF; THE WEST 35 FEET THEREOF, AND THE EXTERNAL AREA THEREOF BOUNDED BY THE SOUTH LINE OF THE NORTH 45 FEET OF THE NORTH 1/2, OF THE NORTH 1/2, OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 22, AND BOUNDED BY THE EAST LINE OF THE WEST 35 FEET OF THE NORTH 1/2, OF THE NORTH 1/2, OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 22, AND BOUNDED BY 25 FEET RADIUS ARC CONCAVE TO THE SOUTHEAST, SAID ARC BEING TANGENT TO BOTH OF THE LAST DESCRIBED LINES, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

**PARCEL 2**

THE EAST 132.185 FEET OF THE WEST 396.555 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, LESS THE NORTH 35.0 FEET THEREOF, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT:

THE SOUTH 10 FEET OF THE NORTH 45 FEET, OF THE EAST 132.185 FEET, OF THE WEST 396.555 FEET, OF THE NORTH 1/2, OF THE NORTH 1/2, OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

**PARCEL 3**

THE EAST 132.185 FEET OF THE WEST 264.370 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS THE NORTH 35.0 FEET THEREOF; LESS AND EXCEPT:

THE SOUTH 10 FEET OF THE NORTH 45 FEET, OF THE EAST 132.185 FEET, OF THE WEST 264.370 FEET, OF THE NORTH 1/2, OF THE NORTH 1/2, OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.





CHICAGO TITLE  
INSURANCE COMPANY

Policy No.: 6032-1-2014-450-2014.7230609-90993433

**EXHIBIT "A" continued**

**PARCEL 4**

THE EAST 132.185 FEET OF THE WEST 528.74 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LESS THE NORTH 45 FEET OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

**PARCEL 5**

LOT 1, OF "ROY STEEL SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77, PAGE 88, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**PARCEL 6**

THE WEST 112.18 FEET OF THE EAST 905.288 FEET OF THE SOUTH 232.00 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LESS THE SOUTH 35 FEET THEREOF, OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

**PARCEL 7**

THE WEST 132.184 FEET OF THE EAST 925.288 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LESS THE EAST 112.18 FEET OF THE SOUTH 232.00 FEET; AND LESS THE SOUTH 35 FEET THEREOF, IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

**PARCEL 8**

THE WEST 132.184 FEET OF THE EAST 1057.472 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LESS THE SOUTH 25 FEET, IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

ALSO KNOWN AS

LOT 18 IN BLOCK 1 OF HAMPTON ACRES AN UNRECORDED PLAT.



CHICAGO TITLE  
INSURANCE COMPANY

Policy No.: 6032-1-2014-450-2014.7230609-90993433

**EXHIBIT "A" continued**

**PARCEL 9**

THE WEST 132.184 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LESS THE SOUTH 35 FEET AND THE WEST 35 FEET THEREOF, IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA;

THE WEST 132.184 FEET OF EAST 1189.656 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LESS THE SOUTH 35 FEET THEREOF, IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA;

AND LESS:

THE EXTERNAL AREA THEREOF BOUNDED BY THE NORTH LINE OF THE SOUTH 35 FEET OF THE SOUTH 1/2, OF THE NORTH 1/2, OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 22, AND BOUNDED BY THE EAST LINE OF THE WEST 35 FEET OF THE SOUTH 1/2, OF THE NORTH 1/2, OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 22, AND BOUNDED BY 25 FEET RADIUS ARC CONCAVE TO THE NORTHEAST, SAID ARC BEING TANGENT TO BOTH OF THE LAST DESCRIBED LINES, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

**For Informational Purposes:**

Miami-Dade County property identification numbers as they relate to the above Legal Description:

Parcel 1:	35-3022-000-0120	Parcels 2 and 3:	35-3022-000-0130
Parcels 4, 7 and 8:	35-3022-000-0150	Parcel 5:	35-3022-003-0010
Parcel 6:	35-3022-000-0280	Parcel 9:	35-3022-000-0310





REVISIONS	DATE
1	10/20/11
2	11/15/11
3	12/01/11
4	01/10/12
5	02/01/12
6	03/15/12
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99	12/10/19
100	01/15/20

**CHANGE OF USE**  
 8080 N.W. 58th Street and  
 Doral, Florida  
 Owner: CCD-P-R-No. 11 Llc.  
 1553 San Ignacio Ave.  
 Coral Gables, Florida 33146

Palacio Architecture, Inc.  
 145 West 5th Street, Hialeah, FL 33012  
 Tel. (305) 819-9745 FAX 305-260-2917  
 Juan A. Palacio P.A. #0016351

NO.	DATE	BY	DESCRIPTION
1	10/20/11	JL	ISSUED FOR PERMITS
2	11/15/11	JL	ISSUED FOR PERMITS
3	12/01/11	JL	ISSUED FOR PERMITS
4	01/10/12	JL	ISSUED FOR PERMITS
5	02/01/12	JL	ISSUED FOR PERMITS
6	03/15/12	JL	ISSUED FOR PERMITS
7	04/10/12	JL	ISSUED FOR PERMITS
8	05/15/12	JL	ISSUED FOR PERMITS
9	06/10/12	JL	ISSUED FOR PERMITS
10	07/15/12	JL	ISSUED FOR PERMITS
11	08/10/12	JL	ISSUED FOR PERMITS
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17	02/10/13	JL	ISSUED FOR PERMITS
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98	11/15/19	JL	ISSUED FOR PERMITS
99	12/10/19	JL	ISSUED FOR PERMITS
100	01/15/20	JL	ISSUED FOR PERMITS

