Weiss Serota Helfman Cole Bierman & Popok, P.L.

ATTORNEYS AT LAW

A PROFESSIONAL LIMITED LIABILITY COMPANY INCLUDING PROFESSIONAL ASSOCIATIONS

MIAMI-DADE OFFICE
2525 PONCE DE LEON BOULEVARD
SUITE 700

CORAL GABLES, FLORIDA 33134

TELEPHONE 305-854-0800 FACSIMILE 305-854-2323 WWW.WSH-LAW.COM

BROWARD OFFICE

200 EAST BROWARD BOULEVARD • SUITE 1900 FORT LAUDERDALE, FLORIDA 33301 TELEPHONE 954-763-4242 • FACSIMILE 954-764-7770

*OF COUNSEL

**SENIOR COUNSEL

January 20, 2015

MATEO ARIAS ELISA N. BRAMBLE SONJA C. DARBY DANIEL A. ESPINO ERIC P. HOCKMAN SCOTT M. HYMAN KELLY RAINS JESSON KAREN LIEBERMAN JUSTIN D. LUGER MIA R. MARTIN ALEIDA MARTÍNEZ MOLINA* EDWARD MARTOS TERENCE L. MCKINLEY* KATHRYN M. MEHAFFEY ROBERT A. MEYERS GILBERTO PASTORIZA** MARC C. PUGLIESE* GAIL D. SEROTA* ANTHONY C. SOROKA EDUARDO M. SOTO ALAN SWCHARTZSEID PABLO A. TAMAYO JOANNA G. THOMSON PETER D. WALDMAN ALICIA H. WELCH SAMUEL I. ZESKIND

VIA FEDERAL EXPRESS

Mr. Edward A. Rojas Manager City of Doral Doral Government Center 8401 NW 53rd Terrace Doral, Florida 33166

MITCHELL BIERMAN, P.A.

JAMIE ALAN COLE, P.A.

MICHAEL S. POPOK, P.A.

JOSEPH H. SEROTA, P.A.

RICHARD JAY WEISS, P.A.

DAVID M. WOLPIN, P.A.

DANIEL L. ABBOTT

ALAN K. FERTEL

ALAN L. GABRIEL

LILLIAN M. ARANGO

CHAD S. FRIEDMAN

EDWARD G. GUEDES

ROGER S. KOBERT

JOSHUA D. KRUT

MATTHEW PEARL

ALISON F. SMITH

MARC SOLOMON LAURA K. WENDELL JAMES E. WHITE

ANTHONY L. RECIO

BRETT J. SCHNEIDER CLIFFORD A. SCHULMAN

JOHN J. QUICK

JOSEPH HERNANDEZ

MATTHEW H. MANDEL

IGNACIO G. DEL VALLE

JEFFREY D. DECARLO

DOUGLAS R. GONZALES

MITCHELL J. BURNSTEIN, P.A.

STEPHEN J. HELFMAN, P.A.

SUSAN L. TREVARTHEN, P.A.

Re: Procacci Doral, LLC Sale to City of Doral (Land Donation)

2500 NW 107 Avenue and Adjacent Vacant Land, Doral, Florida

Dear Mr. Rojas:

In connection with the referenced matter, enclosed please find the Closing Binder which contains all the pertinent documents as per its Table of Content with regard to the conveyance from Procacci Doral, LLC to the City of Doral.

Thank you for the opportunity you gave us to be of service to the City in this matter. Should you need any additional information or have any questions please do not hesitate to contact us.

Sincerely,

Liddia Dunkleberger

Paralegal

/ed

Enclosure as noted.

0944.033

cc: Gilberto Pastoriza, Esq. (w/o encls.)

Jose Olivo, Public Works Director (w/o encls.)

01-21-15P06:04 FILE

CLOSING BINDER INDEX

SELLER:

Procacci Doral, LLC, a Florida limited liability company

PURCHASER

City of Doral, a Florida municipal corporation

AMOUNT:

\$100.00 [Minimum Consideration to Land Donation]

PROPERTY:

2500 NW 107 Avenue, Doral, Florida & Adjacent Vacant Land

CLOSED:

As of October 8, 2014

Α.	CONVEYANCE DOCUMENTS
1.	Resolution No. 14-163 (Accepting Conveyance)
2.	Recorded Special Warranty Deed (ORB 29364-2631)
3.	Owners Affidavit
4.	Sellers Entity Documents for "Procacci Doral, LLC": Certificate of Good Standing Articles of Organization Company Resolution Approving Conveyance
5.	Hold Harmless and Indemnity Agreement from Indemnitor, Procacci Doral, LLC, to the City of Doral (Donated Land)
B.	TITLE MATTERS
6.	First American Title Insurance Company, "Marked-Up Title Commitment, bearing an Effective Date of August 7, 2014 @ 8:00 AM.
7.	First American Title Insurance Company, Owner's Policy No.: 5011412-0227749e, bearing an Effective Date of October 27, 2014 @ 09:47:11 AM
8.	Recorded Notices of Termination for: (a). Procacci Development Corporation (ORB 29331-1914) (b). Procacci Development Corporation (ORB 29331-1918) (c). Miller Glass & Glazing, Inc. (ORB 29331-1922) (d). AA Advance Air, Inc. (ORB 29331-1926) (e). Security Vault Works, Inc. (ORB 29332-1496)
C.	MISCELLANEOUS ITEMS
9.	Proof of Paid 2013 Real Estate Taxes

RESOLUTION NO. 14-163

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED FROM PROCACCI DORAL, LLC, FOR THE PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A" TO THE SPECIAL WARRANTY DEED; PROVIDING TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Mayor and City Council of the City of Doral (the "City") have determined that it is in the City's best interest to accept the Special Warranty Deed from Procacci Doral, LLC;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recital. The above recital is confirmed, adopted, and incorporated herein and made a part hereof by this reference.

<u>Section 2.</u> Acceptance. The Special Warranty Deed (the "Deed") attached to this Resolution is hereby accepted.

<u>Section 3.</u> <u>Recordation and Transmittal.</u> The City Clerk is hereby authorized to record the Deed in the Public Records of Miami-Dade County, Florida and transmit copies of the recorded Deed as necessary.

<u>Section 4.</u> <u>Effective Date.</u> This Resolution shall become effective immediately upon its adoption.

Res. No. 14-163 Page 2 of 2

The foregoing Resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Councilmember Ruiz and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria Vice Mayor Christi Fraga Councilwoman Ana Maria Rodriguez Councilwoman Bettina Rodriguez Aguilera Councilwoman Sandra Ruiz Yes

Not present at the time of the vote

Yes Yes Yes

PASSED AND ADOPTED this 8 day of OCTOBER, 2014.

LUIGI BORIA, MAYOF

ATTEST.

BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL.

WEISS, SEROTA, HELFMAN, PASTORIZA

COLE AND BONISKE CITY ATTORNEY This Instrument Was Prepared By: Jeffrey H. Lapidus, Esq. Procacci Development Corporation 95 S. Federal Highway, Suite 100 Boca Raton, Florida 33433

When Recorded, Mail to: City of Doral Public Works Department 8401 NW 53rd Terrace Doral, Florida 33166

Folio: 35-3030-000-0021

(Reserved)

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations received, Procacci Doral, LLC, a Florida limited liability company ("Grantor"), whose address is 95 South Federal Highway, Suite 100, Boca Raton, Florida 33433, does hereby convey to City of Doral, a Florida Municipal organization ("Grantee"), whose address is 8401 NW 53 Terrace, Doral, Florida 33166, all of Grantor's right, title and interest in and to the following described real property (the "Property") situated in Miami-Dade County, together with all improvements thereon and all of Grantor's interest in all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining thereto:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: the permitted exceptions set forth on Exhibit B attached hereto and by this reference made a part hereof.

AND GRANTOR hereby binds itself and its successors to warrant and defend the title against all of the acts of Grantor and no other, subject to the matters set forth above.

If any term or provision of this Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, Graday of <u>September</u> , 2014.	antor has caused this Special Warranty Deed to be executed this
	GRANTOR:
	PROCACCI DORAL, LLC, a Florida limited liability company
Witness Vincent Godin	By:Name:_ Philip J. Procacci
Witness Jeffrey H. Lapidus	Title: Manager

STATE OF FLORIDA)).ge			
COUNTY OF PALM BEACH)):SS	5		
The foregoing instrument was ac on behalf of Grantor, who took a x PERSONALLY KNOWN TO □ PRODUCED THE FOLLOW! ID NO.:	n oath, ME -C	, and who is: OR-	nis day of Septer	nber 2014, by P	hilip J. Procacci,
<u>-</u>					
	>10m	34 WAT PRINT TO			

NOTARY PUBLIC
Print or Stamp Below Notary's Name:
Print or Stamp Below Commission No.:
Print or Stamp Below Commission Expires:
(NOTARY STAMP/SEAL BELOW)

Exhibit "A"

Legal Description

The North 25 feet of the South 41 feet of the East 3/5 of Section 30, Township 53 South, Range 40 East, Miami-Dade County, Florida, LESS AND EXCEPT: The East 537.73 feet and the West 40.00 feet of the South 41.00 feet of the Southeast 1/4 of Section 30, Township 53 South, Range 40 East, and LESS AND EXCEPT the East 40.00 feet of the South 41.00 feet of the Southwest 1/4 of said Section 30, Township 53 South, Range 40 East.

Exhibit "B"

Permitted Exceptions

- Reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida as set forth in Deed No. 16,571 recorded in Deed Book 176, Page 339, as affected by Quit Claim Deed recorded in Book 10028, Page 1948 which releases a portion of said reservations, except, however, all that part lying within the South 41 feet of the East 3/5ths of Section 30, Township 53 South, Range 40 East.
- 2. Easement for Canal Maintenance recorded in Book 9972, Page 254.
- 3. Agreement for the Construction of Sanitary Sewage Facilities recorded in Book 10826, Page 1526.
- 4. Agreement for the Construction of Water Facilities recorded in Book 10826, Page 1599.
- 5. Resolution No. R-927-88 recorded in Book 13763, Page 507.
- 6. Resolution No. 87-3 recorded in Book 13163, Page 2577.
- 7. Agreement for Water and Sanitary Sewage Facilities recorded in Book 16832, Page 2200.
- Application and Acceptance of Conditional Building Permit and Estoppel Notice recorded in Book 18187, Page 2706.
- 9. Agreement Regarding Sewer Line recorded in Book 18203, Page 2777, as affected by Receipt recorded in Book 19800, Page 383.
- 10. Construction Agreement Regarding Easement Area recorded in Book 19160, Page 2408.
- Non-Exclusive Ingress and Egress Easement, License and Construction Agreement Regarding Canal recorded in Book 19160, Page 2414, as affected by Receipt recorded in Book 19800, Page 383. (As to Parcel 2 only.)
- 12. All matters that would be shown by an accurate survey.
- 13. Right-of-Way for Northwest 112th Avenue.
- 14. Real Estate taxes for 2014 and subsequent years.



2014R0741147 OR 8k 29364 Pgs 2631 - 2634; (4pgs) RECORDED 10/27/2014 09:47:11 DEED DOC TAX 0.60 SURTAX 0.45 HARVEY RUVIN, CLERK OF COURT MIAMI-DADE COUNTY, FLORIDA

This Instrument Was Prepared By: Jeffrey H. Lapidus, Esq. Procacci Development Corporation 95 S. Federal Highway, Suite 100 Boca Raton, Florida 33433

When Recorded, Mail to: City of Doral Public Works Department 8401 NW 53rd Terrace Doral, Florida 33166

Folio: 35-3030-000-0021

(Reserved)

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations received, Procacci Doral, LLC, a Florida limited liability company ("Grantor"), whose address is 95 South Federal Highway, Suite 100, Boca Raton, Florida 33433, does hereby convey to City of Doral, a Florida Municipal organization ("Grantee"), whose address is 8401 NW 53 Terrace, Doral, Florida 33166, all of Grantor's right, title and interest in and to the following described real property (the "Property") situated in Miami-Dade County, together with all improvements thereon and all of Grantor's interest in all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining thereto:

> SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: the permitted exceptions set forth on Exhibit B attached hereto and by this reference made a part hereof.

AND GRANTOR hereby binds itself and its successors to warrant and defend the title against all of the acts of Grantor and no other, subject to the matters set forth above.

If any term or provision of this Deed or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this day of October, 2014.

GRANTOR:

PROCACCI DORAL, LLC, a Florida limited liability

company

Name: Philip J. Procacci

Title: Manager

Witness Vincent Godin

Witness Leffrey H. Lapidus

STATE OF FLORIDA)						
):SS					
COUNTY OF PALM BEACH)						
The foregoing instrument was ac			Q-t	ev a			
The foregoing instrument was ac	knowled	iged before	me this <u></u>	_day of <u>O</u>	ctober 20	<u>14,</u> by Phi	lip J. Procacci, on
behalf of Grantor, who took an o	ath, and	who is:					
x PERSONALLY KNOWN TO	ME -OR	}-					
□ PRODUCED THE FOLLOW!	NG ID:						_
ID NO.:							_
	-5	3	0-				

NOTARY PUBLIC

Print or Stamp Below Notary's Name:
Print or Stamp Below Commission No.:
Print or Stamp Below Commission Expires:
(NOTARY STAMP/SEAL BELOW)

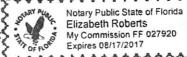


Exhibit "A"

Legal Description

The North 25 feet of the South 41 feet of the East 3/5 of Section 30, Township 53 South, Range 40 East, Miami-Dade County, Florida, LESS AND EXCEPT: The East 537.73 feet and the West 40.00 feet of the South 41.00 feet of the Southeast 1/4 of Section 30, Township 53 South, Range 40 East, and LESS AND EXCEPT the East 40.00 feet of the South 41.00 feet of the Southwest 1/4 of said Section 30, Township 53 South, Range 40 East, Miami-Dade County, Florida.



Exhibit "B"

Permitted Exceptions

- 1. Reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida as set forth in Deed No. 16,571 recorded in Deed Book 176, Page 339, as affected by Quit Claim Deed recorded in Book 10028, Page 1948 which releases a portion of said reservations, except, however, all that part lying within the South 41 feet of the East 3/5ths of Section 30, Township 53 South, Range 40 East.
- 2. Easement for Canal Maintenance recorded in Book 9972, Page 254.
- 3. Agreement for the Construction of Sanitary Sewage Facilities recorded in Book 10826, Page 1526.
- 4. Agreement for the Construction of Water Facilities recorded in Book 10826, Page 1599.
- 5. Resolution No. R-927-88 recorded in Book 13763, Page 507.
- 6. Resolution No. 87-3 recorded in Book 13163, Page 2577.
- 7. Agreement for Water and Sanitary Sewage Facilities recorded in Book 16832, Page 2200.
- 8. Application and Acceptance of Conditional Building Permit and Estoppel Notice recorded in Book 18187, Page 2706.
- 9. Agreement Regarding Sewer Line recorded in Book 18203, Page 2777, as affected by Receipt recorded in Book 19800, Page 383.
- 10. Construction Agreement Regarding Easement Area recorded in Book 19160, Page 2408.
- 11. Non-Exclusive Ingress and Egress Easement, License and Construction Agreement Regarding Canal recorded in Book 19160, Page 2414, as affected by Receipt recorded in Book 19800, Page 383. (As to Parcel 2 only.)
- 12. All matters that would be shown by an accurate survey.
- 13. Right-of-Way for Northwest 112th Avenue.
- 14. Real Estate taxes for 2014 and subsequent years.

OWNER'S AFFIDAVIT

STATE OF FLORIDA		
	}	
COUNTY OF PALM BEACH	}	

The undersigned affiant first being duly sworn, deposes and says:

1. That the Limited Liability Company named herein is the owner of certain real property situated in the County of Miami-Dade, State of Florida described as follows, (the "property"):

The North 25 feet of the South 41 feet of the East 3/5 of Section 30, Township 53 South, Range 40 East, Miami-Dade County, Florida, LESS AND EXCEPT: The East 537.73 feet and the West 40.00 feet of the South 41.00 feet of the Southeast 1/4 of Section 30, Township 53 South, Range 40 East, and LESS AND EXCEPT the East 40.00 feet of the South 41.00 feet of the Southwest 1/4 of said Section 30, Township 53 South, Range 40 East.

- 2. That attached hereto as Exhibit A is a true, correct and complete copy of the Articles of Organization which have not been amended or modified in any respect and remain in full force and effect as of the date hereof.
- That the undersigned Manager of said Limited Liability Company is authorized to execute this affidavit, and is authorized to execute all instruments necessary to convey the Property pursuant to the resolution of the Company.
- 4. That the Limited Liability Company in the State of Florida, has not been revoked nor is in threat of revocation, and there are no provisions in the Operating Agreement, which in any way impedes the Limited Liability Company's ability to convey the Property.
- 5. That there are no unpaid real estate taxes or assessments. The undersigned has not received any supplemental tax bill which is unpaid.

Procacci Doral, LLC, a Florida limited liability company

By: Philip J. Procacci, Manager

STATE OF FLORIDA COUNTY OF PALM BEACH

Signature of Acknowledger

Printed Name Notary Public State of Florida
Printed Name Elizabeth Roberts

My Commission FF 027920

Electronic Articles of Organization For Florida Limited Liability Company

L12000076377 FILED 8:00 AM June 08, 2012 Sec. Of State jbryan

Article I

The name of the Limited Liability Company is: PROCACCI DORAL, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

925 SOUTH FEDERAL HIGHWAY SUITE 400 BOCA RATON, FL. US 334326145

The mailing address of the Limited Liability Company is:

925 SOUTH FEDERAL HIGHWAY SUITE 400 BOCA RATON, FL. US 334326145

Article III

The purpose for which this Limited Liability Company is organized is: ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

PHILIP J PROCACCI 925 SOUTH FEDERAL HIGHWAY SUITE 400 BOCA RATON, FL. 334326145

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: PHILIP J PROCACCI

Article V

The name and address of managing members/managers are:

Title: MGRM
PHILIP J PROCACCI
925 SOUTH FEDERAL HIGHWAY, SUITE 400
BOCA RATON, FL. 334326145 US

L12000076377 FILED 8:00 AM June 08, 2012 Sec. Of State jbryan

Signature of member or an authorized representative of a member

Electronic Signature: PHILIP J PROCACCI

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

State of Florida Department of State

I certify from the records of this office that PROCACCI DORAL, LLC, is a limited liability company organized under the laws of the State of Florida, filed on June 8, 2012.

The document number of this company is L12000076377.

I further certify that said company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on March 20, 2014, and its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of March, 2014



Secretary of State

Authentication ID: CC4511271471

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

CERTIFIED COPY OF COMPANY RESOLUTIONS OF PROCACCI DORAL, LLC

I, Philip J. Procacci, Manager of Procacci Doral, LLC, (the "Company"), do hereby certify that the following Resolutions were adopted by the Company, have not been revoked, rescinded, modified or amended, and are still in force and effect.

WHEREAS, the Company owns that certain real property located in Miami-Dade County (the "Property"), together with all improvements thereon, and legally described as:

The North 25 feet of the South 41 feet of the East 3/5 of Section 30, Township 53 South, Range 40 East, Miami-Dade County, Florida, LESS AND EXCEPT: The East 537.73 feet and the West 40.00 feet of the South 41.00 feet of the Southeast 1/4 of Section 30, Township 53 South, Range 40 East, and LESS AND EXCEPT the East 40.00 feet of the South 41.00 feet of the Southwest 1/4 of said Section 30, Township 53 South, Range 40 East; and

WHEREAS, the Company desires to convey and transfer its right, title and interest in the Property to the City of Doral;

NOW, THEREFORE, BE IT RESOLVED THAT Philip J. Procacci, Manager of the Company, is hereby authorized to undertake any and all action on behalf of the Company as he determines as necessary and to execute and deliver any and all other documents, consents, affidavits and papers required to consummate the transaction.

BE IT FURTHER RESOLVED THAT all actions heretofore taken by the Company as manager with respect to the aforementioned actions are hereby ratified, approved and accepted.

IN WITNESS WHEREOF, I have hereunto set my hand at Palm Beach County, Florida on the _____ day of <u>October</u>, <u>2014</u> and certify that the foregoing are true and correct Resolutions of the Company.

PROCACCI DORAL, LLC, a Florida limited liability company

Philip J. Procacci, Manager

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this day of October, 2014 by Philip J. Procacci, Manager of Procacci Doral, LLC, a Florida limited liability company. He is personally known to me.

Signature of Acknowledger

Notary Public State of Florida Flizabeth Roberts

Printed Name My Commission FF 027920

Commission Expires Expires 08/17/201

HOLD HARMLESS AND INDEMNITY AGREEMENT

COUNTY: PALM BEACH STATE: FLORIDA

WHEREAS, City of Doral, a Florida Municipal organization ("Indemnitee") has acquired from Procacci Doral, LLC, a Florida limited liability company the Land described in Exhibit A attached hereto and made a part hereof (the "Property") and First American Title Insurance Company, hereinafter referred to as the "Company" is about to issue its title insurance policy, policies, or commitments ("Policy") in respect to the Property:

SEE ATTACHED EXHIBIT A

AND WHEREAS, First American Title Insurance Company has determined that title to the Property is subject to the following title issue ("Adverse Matter"):

 Any and all FTZ Plat Property Owners Association, Inc. liens and/or assessments against the land described in Schedule A (including, but not limited to, any special assessments or payments due to others such as master associations).

AND WHEREAS, Philip J. Procacci is the Manager of Procacci Doral, LLC ("Indemnitor");

AND WHEREAS, in consideration of the transaction described above, the Indemnitor has agreed to protect Indemnitee against loss or damage by reason of the Adverse Matter;

NOW THEREFORE, the undersigned for himself, his heirs, personal representatives and assigns, does hereby covenant and agree with Indemnitee: To forever fully protect, defend and save the Indemnitee harmless from and against any and all loss, costs, damages, attorneys' fees, and expenses of every kind and nature which Indemnitee may suffer, expend, or incur under or by reason of, or in consequence of, the Adverse Matter through the date of the conveyance of the Property by Procacci Doral, LLC to the City of Doral

IN WITNESS WHEREOF, I have set my hand unto this instrument this _____day of October 2014.

INDEMNITOR:

PROCACCI DORAL, LLC

Philip J. Procacci, Manager

STATE OF FLORIDA)):SS
COUNTY OF PALM BEACH)).00

The foregoing instrument was acknowledged before me this day of October 2014, by Philip J. Procacci, on behalf of Grantor, who took an oath, and who is:

x PERSONALLY KNOWN TO ME -OR-PRODUCED THE FOLLOWING ID:

ID NO.:

NOTARY PUBLIC

Print or Stamp Below Notary's Name: Print or Stamp Below Commission No.:

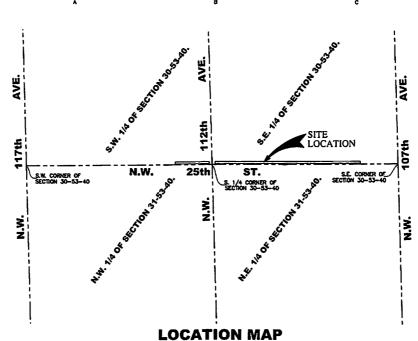
Print or Stamp Below Commission Expire
(NOTARY STAMP/SEAL BELOW)



Exhibit "A"

Legal Description

The North 25 feet of the South 41 feet of the East 3/5 of Section 30, Township 53 South, Range 40 East, Miami-Dade County, Florida, LESS AND EXCEPT: The East 537.73 feet and the West 40.00 feet of the South 41.00 feet of the Southeast 1/4 of Section 30, Township 53 South, Range 40 East, and LESS AND EXCEPT the East 40.00 feet of the South 41.00 feet of the Southwest 1/4 of said Section 30, Township 53 South, Range 40 East.



PORTION OF S. 1/2 OF SECTION 30, TOWNSHIP 53 SOUTH, RANGE 40 EAST PORTION OF N. 1/2 OF SECTION 31, TOWNSHIP 53 SOUTH, RANGE 40 EAST MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction and Bearing shown hereon are based on an assumed value of N89deg37min00secE along the South line of Section 30, Township 53 South, Range 40 East. Dade County, Florida.
- 3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- 5) The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) No Title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

- I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION, of the real property described hereon.
- I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly 61G17-6) Florida Administrative Code.

Ford, Armenteros & Fernandez, Inc.

Date: August 11, 2014. Revision 1:

Edwin J. fernandez, P.S.M. For the Firm Professional Surveyor and Mapper State of Florida, Registration No. 5676.

2500 N.W. 107TH AVE (BB&T BLDG. DORAL FL)



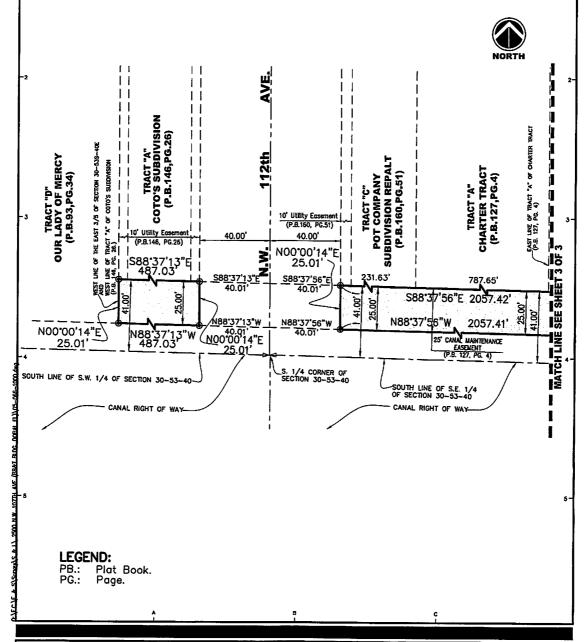
FORD, ARMENTEROS & FERNANDEZ, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

		DED O. DOI VIE I E
	TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
	SHEET NAME:	LOCATION MAP & SURVEYOR'S NOTES
	PREPARED FOR:	PROCACCI DEVELOPMENT CORP.
	DRAIN BY	DATE: GOOTS

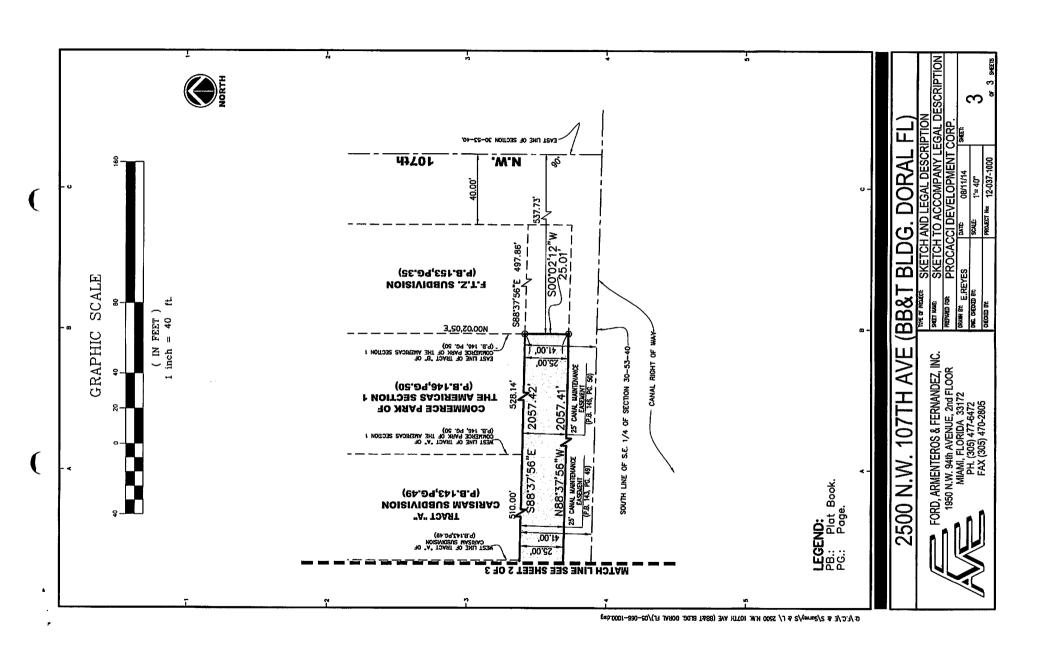
E.REYES 08/011/14 DISC CHECKED BY SCALE. NOT TO SCALE PROJECT No: 12-037-1000

LEGAL DESCRIPTION:

The North 25 feet of the South 41 feet of the East 3/5 of Section 30, Township 53 South, Range 40 East, Miami—Dade County, Florida, LESS AND EXCEPT: The East 537.73 feet and West 40.00 feet of the South 41.00 feet of the Southeast 1/4 of Section 30, Township 53 South, Range 40 East, and LESS AND EXCEPT: the East 40.00 feet of the South 41.00 feet of the Southwest 1/4 of said Section 30, Township 53 South, Range 40 East, Miami—Dade County, Florida.









Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Rev. A

File No.: 944.033 (Ref: 944.009)

1. Effective Date: September 08, 2014 at 8:00 a.m.

Policy or Policies to be issued:

Proposed Amount of Insurance:

a. Owner's Policy (Identify form used)

ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications)

\$100.00

Proposed Insured: City of Doral, a Florida municipal organization

b. Loan Policy (Identify form used)

\$0.00

ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications)

Proposed Insured:

c. ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications) (Identify form used)

\$

Proposed Insured:

Premium:

\$Total Premium

- 3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
- 4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: Procacci Doral, LLC, a Florida limited liability company
- 5. The land referred to in this Commitment is described as follows: See Schedule A (continued)

Weiss Serota Helfma

間ierman and Popok, P.L.

By:

Authorized Countersignature

(This Schedule A valid only when Schedule BI & BII are attached)



Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A (Continued)

Rev. A

File No.: 944.033 (Ref. 944.009)

Parcel 1:

Tract C of F.T.Z. SUBDIVISION, according to the Plat thereof, recorded in Plat Book 153, Page 35, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

The North 25 feet of the South 41 feet of the East 3/5 of Section 30, Township 53 South, Range 40 East, Miami-Dade County, Florida, LESS AND EXCEPT: The East and West 40.00 feet of the South 41.00 feet of the Southeast 1/4 of Section 30, Township 53 South, Range 40 East, and the East 40.00 feet of the South 41.00 feet of the Southwest 1/4 of said Section 30, Township 53 South, Range 40 East, pursuant to Quit Claim and Conveyance to Dade County-Highway Right of Way recorded in Book 12012, Page 1332 and; FURTHER LESS AND EXCEPT: That portion of 25.00 foot Canal Maintenance Easement lying South of Tract A of F.T.Z. Subdivision, according to the Plat thereof, as recorded in Plat Book 153, at Page 35, of the Public Records of Miami-Dade County, Florida, being bounded on the East by a line parallel with and 45.00 feet West of the Southerly extension of the East line of said Tract A, and bounded on the West by the Southerly extension of the West line of the aforementioned Tract A, pursuant to Special Warranty Deed recorded in Book 20722, Page 568.

TOGETHER WITH a non-exclusive easement for ingress and egress as set forth in Non-Exclusive Ingress and Egress Easement and Construction Agreement recorded in Book 19160, Page 2429 and an exclusive easement for parking as set forth in Exclusive Parking Easement and Construction Agreement recorded in Book 19160, Page 2443.



Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule Bl

Rev. A

File No.: 944.033 (Ref: 944.009)

REQUIREMENTS

The following requirements must be met:

- 1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premiums, fees and charges for the policy.
- 3. Pay all taxes and/or assessments, levied and assessed against the land which are due and payable.
- 4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - a. Warranty Deed from Procacci Doral, LLC, a Florida limited liability company, to City of Doral, a Florida municipal organization. In connection with said deed, we will further require regarding the grantor:
 - i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;
 - ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;
 - iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;
 - iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
 - v. Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited

della

liability company's domicile, showing the limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and

vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

- 5. In relation to the Notice of Commencement, recorded in Book 28822, Page 301, on September 16, 2013, the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132/F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon/its evaluation of lien exposure.
- 6. In relation to the Notice of Commencement, recorded in Book 28905, Page 399, on November 8, 2013, the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of lien exposure.
- 7. In relation to the Notice of Commencement, recorded in Book 28926, Page 1635 on November 25, 2013, the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of lien exposure.
- 8. In relation to the Notice of Commencement, recorded in Book 29114, Page 4372, on April 17, 2014, the Company requires completion of the following: (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit, together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of lien exposure.
- 9. In relation to the Notice of Commencement, recorded in Book 29114, Page 4375, on April 17, 2014, the Company requires completion of the following (1) Owner's Affidavit identifying all parties who gave notice to owner. (2) Contractor's Final Affidavit together with Final Waiver and Release of Liens from each of the subcontractors and materialmen who gave notice to owner or are listed as

All ES

unpaid in the Contractor's Final Affidavit. (3) Termination of Notice of Commencement in compliance with 713.132, F.S. (1993). (4) Final lien waiver and release from the General Contractor. The Company reserves the right to make additional requirements based upon its evaluation of Ijen exposure.

- 10. Proof of payment of any and all FTZ Plat Property Owners Association, Inc., liens and/or assessments against the land described in Schedule A (including, but not limited to, any special assessments or payments due to others such as master associations).
- 11. The Company is to be advised as to the identity and nature of the proposed insured under the owner's policy/mortgagor under the mortgage policy, and reserves the right to make such additional requirements as it may deem necessary.
- 12. If the amount of insurance to be issued exceeds the authority of the agent under the existing Agency Agreement with the Company, the Company requires that the agent obtain specific underwriting approval from First American.
- 13. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
- Proof of payment of taxes and assessments for the year 2013, and prior years, plus any penalties and interest.
- 15. Note: The following is for informational purposes only and is given without assurance or guarantee: 2013 taxes show PAID in the gross amount of \$91,611.03 for Tax Identification No. 35-3030-034,0030.
- 16. Note: The following is for informational purposes only and is given without assurance or guarantee: 2013 taxes show PAID in the gross amount of \$1,263.19 for Tax Identification No./35-3030-000-0021
- 17. The following note is incorporated herein for information purposes only and is not part of the exceptions from coverage (Schedule B-II of the commitment and Schedule B-I of the policy):

The following instrument affecting said land is the last conveyancing instrument filed for record within 24 months of the effective date of this commitment:

None

18. Note: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

lalate) Es



Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule Bll

Rev. A

File No.: 944.033 (Ref: 944.009)

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Any rights, interests or claims of parties in possession of the land not shown by the public records.
- 3. 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.
- 4. Any lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
- 5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
- 6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
- 7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
- 8. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.
- 9. The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.
- 10. NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that



there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

- 11. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of F.T.Z. SUBDIVISION, as recorded in Plat Book 153, Page 35, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (As to Parcel 1 only.)
- 12. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of COMMERCE PARK OF THE AMERICAS SECTION TWO, as recorded in Plat Book 147, Page 43, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (As to Parcel 1 only.)
- 13. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of FREE ZONE INDUSTRIAL PARK PHASE ONE, as recorded in Plat Book 116, Page 5, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (As to Parcel 1 only.)
- 14. Reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida as set forth in Deed No. 16,571 recorded in Deed Book 176, Page 339, as affected by QuitClaim Deed recorded in Book 10028, Page 1948 which releases a portion of said reservations, except, however, all that part lying within the South 41 feet of the East 3/5ths of Section 30, Township 53 South, Range 40 East. Note: The right of entry and exploration has been released by the provisions of Florida Statute 270.11(2).
- 15. Easement For Canal Maintenance recorded in Book 9972, Page 254. (As to Parcel 2 only.)
- 16. Agreement for the Construction of Sanitary Sewage Facilities recorded in Book 10826, Page 1526.
- 17. Agreement for the Construction of Water Facilities recorded in Book 10826, Page 1599.
- 18. Resolution No. R-927-88 recorded in Book 13763, Page 507.
- 19. Resolution No. 87-3 recorded in Book 13163, Page 2577.

- 20. Agreement for vvater and Sanitary Sewage Facilities recorded in Book 16832, Page 2200.
- 21. Application and Acceptance of Conditional Building Permit and Estoppel Notice recorded in Book 18187, Page 2706.
- 22. Agreement Regarding Sewer Line recorded in Book 18203, Page 2777, as affected by Receipt recorded in Book 19800, Page 383.
- 23. Easement granted to Florida Power & Light Company by instrument recorded in Book 18851, Page 4001. (As to Parcel 1 only.)
- 24. Construction Agreement Regarding Easement Area recorded in Book 19160, Page 2408.
- 25. Non-Exclusive Ingress and Egress Easement, License and Construction Agreement Regarding Canal recorded in Book 19160, Page 2414, as affected by Receipt recorded in Book 19800, Page 383. (As to Parcel 2 only.)
- 26. Agreement For Governance of FTZ Plat Property Owners Association and Declaration of Covenants and Restrictions, which includes provisions for assessment liens, recorded in Book 19800, Page 351. (As to Parcel 1 only.)
- 27. All of the terms and provisions set forth and contained in that certain Lease between Procacci Doral, LLC, a Florida limited liability company, Lessor, and Branch Banking and Trust Company, a North Carolina state banking corporation, Lessee, a Memorandum of which is recorded in Book 28169, Page 3410.
- 28. UCC-1 (Financing Statement) from Seduction Cosmetic Center Corp. to Branch Banking and Trust Company recorded October 30, 2013 in Book 28890, Page 3640.
- 29. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
- 30. All matters that would be shown by an accurate survey, as to Parcel 2.
- 31. Right-of-Way for Northwest 112th Avenue, as to Parcel 2.
- 32. Note: All of the recording information contained herein refers to the Public Records of Miami-Dade County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: 2075 Centre Point Blvd, , Tallahassee, FL, 32308-3752.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- . Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



Owner's Policy of Title Insurance (with Florida modifications)

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-0227749e

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, FIRST AMERICAN 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:

Title being vested other than as stated in Schedule A.

Owner's Policy

- 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.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore President

Jeffrey J. Robinson

Jeffrey S. Robinson Secretary

For Reference:

File #: 0944.033

Issued By:

Weiss, Serota, Helfman, Cole, Bierman & Popok, P.L.

2525 Ponce De Leon Boulevard, Suite 700

Coral Gables, FL 33134

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

- 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.

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:

- (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;

- (b) 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
- 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.
- 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.



Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-0227749e

Schedule A

Name and Address of Title Insurance Company: FIRST AMERICAN TITLE INSURANCE COMPANY 1 First American Way Santa Ana, California 92707

File No.: 944.033 (Ref: 0944.009)

Address Reference: 2500 NW 107 Ave, Miami, FL

Amount of Insurance: \$100.00

Premium: \$30.00

Date of Policy: October 27, 2014 @ 09:47.11 AM

(or the date and time of recording of the instrument vesting insured title, whichever is later)

- 1. Name of Insured: City of Doral, a Florida Municipal organization
- 2. The estate or interest in the Land that is insured by this policy is: Fee Simple
- 3. Title is vested in: City of Doral, a Florida Municipal organization by Special Warranty Deed dated October 8, 2014, and recorded October 27, 2014, in Official Records Book 29364, at Page 2631.
- 4. The Land referred to in this policy is described as follows:

See Schedule A (continued)

Weiss Serota Helfman Cole Bierman and Popok, P.L.

By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)



Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-0227749e

Schedule A (Continued)

File No.: 944.033 (Ref: 0944.009)

The North 25 feet of the South 41 feet of the East 3/5 of Section 30, Township 53 South, Range 40 East, Miami-Dade County, Florida, LESS AND EXCEPT: The East 537.73 feet and the West 40.00 feet of the South 41.00 feet of the Southeast 1/4 of Section 30, Township 53 South, Range 40 East, and LESS AND EXCEPT the East 40.00 feet of the South 41.00 feet of the Southwest 1/4 of said Section 30, Township 53 South, Range 40 East, Miami-Dade County, Florida.



First American Title™

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-0227749e

Schedule B

File No.: 944.033 (Ref: 0944.009)

EXCEPTIONS FROM COVERAGE

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. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
- 2. 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.
- 3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
- 4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
- 5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
- 6. Any minerals or mineral rights leased, granted or retained by prior owners.
- 7. Taxes and assessments for the year 2015 and subsequent years.

NOTE: Exception(s) numbered 1-6 above is/are hereby deleted.

- 8. Reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida as set forth in Deed No. 16,571 recorded in Deed Book 176, Page 339, as affected by Quit Claim Deed recorded in Book 10028, Page 1948 which releases a portion of said reservations, except, however, all that part lying within the South 41 feet of the East 3/5ths of Section 30, Township 53 South, Range 40 East. Note: The right of entry and exploration has been released by the provisions of Florida Statute 270.11(2).
- 9. Easement For Canal Maintenance recorded in Book 9972, Page 254.
- Agreement for the Construction of Sanitary Sewage Facilities recorded in Book 10826, Page 1526.
- 11. Agreement for the Construction of Water Facilities recorded in Book 10826. Page 1599.
- 12. Resolution No. R-927-88 recorded in Book 13763, Page 507.
- 13. Resolution No. 87-3 recorded in Book 13163, Page 2577.

- 14. Agreement for Water and Sanitary Sewage Facilities recorded in Book 16832, Page 2200.
- 15. Application and Acceptance of Conditional Building Permit and Estoppel Notice recorded in Book 18187, Page 2706.
- 16. Agreement Regarding Sewer Line recorded in Book 18203, Page 2777, as affected by Receipt recorded in Book 19800, Page 383.
- 17. Construction Agreement Regarding Easement Area recorded in Book 19160, Page 2408.
- 18. Non-Exclusive Ingress and Egress Easement, License and Construction Agreement Regarding Canal recorded in Book 19160, Page 2414, as affected by Receipt recorded in Book 19800, Page 383.
- 19. All of the terms and provisions set forth and contained in that certain Lease between Procacci Doral, LLC, a Florida limited liability company, Lessor, and Branch Banking and Trust Company, a North Carolina state banking corporation, Lessee, a Memorandum of which is recorded in Book 28169, Page 3410.
- 20. UCC-1 (Financing Statement) from Seduction Cosmetic Center Corp. to Branch Banking and Trust Company recorded October 30, 2013 in Book 28890, Page 3640.
- 21. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
- 22. Right-of-Way for Northwest 112th Avenue.
- 23. The following matters as disclosed on Survey Project No.:12-037-1000 prepared by Ford, Armenteros & Fernandez, Inc., dated 08/11/14.

Note: All of the recording information contained herein refers to the Public Records of Miami-Dade County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- . Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate

information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Policy #: 5011412-0227749e

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;
 - a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - 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 whollyowned 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.
- (i) "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.

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.

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,

CONDITIONS (Continued)

Policy #: 5011412-0227749e

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.

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. DETERMINATION 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.

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.
- 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, any 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.
- 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.
- 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. 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
- 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

determine the applicable law.

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 First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.

This instrument prepared by: CFN 2014R0681468 OR 8k 29331 Pas 1914 - 1917; (4pas) RECORDED 10/01/2014 10:12:59 Michael Giacalone Name: 95 S. Federal Highway, Suite 100 Address: HARVEY RUVIN, CLERK OF COURT Boca Raton, FL 33432 MIAMI-DADE COUNTY, FLORIDA NOTICE OF TERMINATION (of Notice of Commencement) STATE OF FLORIDA: COUNTY OF MIAMI-DADE: Space above reserved for use of recording office The undersigned hereby gives notice that the effective period of that certain Notice of Commencement 29114 / 4375-4377 recorded in O.R. Book / Page____ dated 04/17/2014 of the Public Records of Dade County, Florida, will terminate; and, in accordance with Section 713.132, Florida Statutes, the following information is provided: 1. The date and recording information for the Notice of Commencement being terminated are as described above, and all information contained therein is hereby expressly incorporated into this NOTICE OF TERMINATION. or 30 days from the recording 09/25/2014 The Notice of Commencement shall be terminated as of___ date of this Notice of Termination, whichever date is later. 3. This Notice of Termination applies to: all the real property subject to the above described Notice of Commencement. only to the portion of such real property described as: 4. All lienors have been paid in full or prorata in accordance with Section 713.06(4), Florida Statutes. 5. A copy of this notice has been served on the contractor and on each lienor who has given notice, if any. Owner Signature: ____ Owner Signature: Print Name Print Name Philip J. Procacci day of SWORN TO AND SUBSCRIBED before me this ___ thing J. Hoann Personally known to me, or produced Notary Signature: _ Elizabeth Roberts Print Name: seal

Notary Public State of Florida Elizabeth Roberts My Commission FF 027920

Expires 08/17/2017

Exhibit attached:

- Contractor's Final Payment Affidavit
- Property Legal Description
- Copy of Notice of Commencement



CONTRACTOR'S AFFIDAVIT

BEFORE ME, the undersigned Notary Public, personally appeared Philip J. Procacci, who being duly sworn, states as follows:

- 1. I am the <u>President</u> and duly authorized agent of <u>Procacci Development Corporation</u> and as such am familiar with the transactions and construction pertaining to the subject Notice of Commencement.
- 2. <u>Procacci Development Corporation</u> has been paid in full for the work described in the Notice of Commencement recorded on <u>April 17, 2014</u>, at OR BK: <u>29114</u>, PGS: <u>4375-4377</u> of the Public Records of <u>Miami-Dade</u> County, Florida.
- 3. All laborers, subcontractors, materialmen, lienors, and potential lienors of any kind have been paid in full for labor, services and materials pertaining to the subject construction, except the following parties and amounts: NA
- 4. All construction and work pertaining to the Notice of Commencement has been completed.

This Affidavit is made and given by Affiant with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties, including perjury, resulting from false statements and misrepresentations made herein.

Date: 9/25, 2014

PROCACCI DEVELOPMENT CORPORATION

By:

Philip J. Procacci, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ______ day of _______ 2014, by Philip J. Procacci, President of Procacci Development Corporation, who is to personally known to me or __ who has produced as identification.

Notary Public, State of Florida

Print/Type Name

My Commission expir

Notary Public State of Florida Elizabeth Roberts My Commission FF 027920 Expires 08/17/2017



EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1:

Tract C of F.T.Z. SUBDIVISION, according to the Plat thereof, recorded in Plat Book 153, Page 35, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

The North 25 feet of the South 41 feet of the East 3/5 of Section 30, Township 53 South, Range 40 East, Miami-Dade County, Florida, LESS AND EXCEPT: The East and West 40.00 feet of the South 41.00 feet of the Southeast 1/4 of Section 30, Township 53 South, Range 40 East, and the East 40.00 feet of the South 41.00 feet of the Southwest 1/4 of said Section 30, Township 53 South, Range 40 East, pursuant to Quit Claim and Conveyance to Dade County-Highway Right of Way recorded in Book 12012, Page 1332 and; FURTHER LESS AND EXCEPT: That portion of 25.00 foot Canal Maintenance Easement lying South of Tract A of F.T.Z. Subdivision, according to the Plat thereof, as recorded in Plat Book 153, at Page 35, of the Public Records of Miami-Dade County, Florida, being bounded on the East by a line parallel with and 45.00 feet West of the Southerly extension of the East line of said Tract A, and bounded on the West by the Southerly extension of the West line of the aforementioned Tract A, pursuant to Special Warranty Deed recorded in Book 20722, Page 568.

CLERY COUNTY OF THE PARTY OF TH

Book28169/Page3407

CFN#20120460772

•	
NOTICE OF COMMENCEMENT A REGORDED COPY MUST BE POSTED ON THE JOB SITE AT THE OF FIRST IN	RECORDED 04/17/2014 15:27128
PERMIT NO TAX FOLIO NO35-3030-034	OO30 HARVEY RUVIN, CLERK OF COURT HIAMI-DADE COUNTY, FLORIDA
AT A P PI ADIDA	HANNE WHILE QUOINT IT CONTROL
STATE OF FLORIDA COUNTY OF MIAMI-DADE	
THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713. Florida Statutes.	18 marin time When specific program as a color managery specific and program and program of the color of the
the following information is provided in this Notice of Commencement.	<u> </u>
I. Legal description of property and street address: 2500 NW 1070 See Attached Legal Descrip	h Avenue, Suite 300, Dorel, FL 33172 tion
2. General description of improvement: 3rd Floor Res	troom ADA Improvements
3. Owner(s) name and address: Procacci Doral, LLC, 95 S. Federal H	ighway, Sulte 100, Boce Raton, FL 33432
Interest in property: 100%	
Name and address of fee simple titleholder (if other than owner):	
4. Contractor's name, address, and phone number: Process 95 S. Federal Highway, Suite 100, Boca	cci Development Corporation, Raton, FL 33432
5. Suresy: (Payment bond required by owner from contractor, if any)	Refon, FL 33432
Name and address: N/A Amount of bond: \$ N/A	
6. Lender's name, address, and phone number:	N/A
7. Persons within the State of Florida designated by Owner upon whom notices or of	the decrease on the arrival or excelled for Continu
7. Persons which the state of Horida designated by Owner upon whom houces or of 713.13(1)(a)7., Florida Statutes:	
Name, address, and phone number:	AADE ON THE ON T
8. In addition to himself or herself, Owner designates the following person(s) to rece 713.13(1)(b), Florida Statutes:	ive a copy of the Lienor's Notice as provided in Section
Name, address, and phone number:	N/A The
9. Expiration date of the Notice of Commencement (the expiration date is I year from specified):	m the date of recording unless a different date is
WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER A COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNE FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE NOTICE OF COMMENCEMENT MUST BE RECORDED AND POS' INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSUI BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCING WORK OR RECORDING YOUR NOTICE WORK OR WORK OR RECORDING YOUR NOTICE WORK OR WORK OR RECORDING YOUR NOTICE WORK OR WORK OR RECORDING WOR	AFTER THE EXPIRATION OF THE NOTICE OF SELECTION 713.13, PART I, SECTION 713.13, POR IMPROVEMENTS TO YOUR PROPERTY. A TED ON THE JOB SITE BEFORE THE FIRST LT WITH YOUR LENDER OR AN ATTORNEY COMMENCEMENT.
Signature of Owner or Owner's Authorized Officer/Director/Partner/Manager Signature of Owner or Owner's Authorized Owner or Owner's Owner of Owner or Owner's Owner or Owner's Owner or Owner's Owner or Owner or Owner's Owner or Owner or Owner's Owner or Owner's Owner or Owner's Owner or Owner or Owner or Owner or Owner or Owner's Owner or Owner o	natory's Tide/Office
	Marche, 20(14, by type of authority, e.g. officer, trustee, attorney in fact) for me of party on behalf of whom instrument was executed). roduced:
Signature of Notary Public – State of Florids Con	t. Type, or Starting and M. Motary Public State of Florids Elizabeth Roberts My Commission FF 027920 Explore 024172017
VERIFICATION PURSUANT TO SECTION 92.525, PLORIDA STATUTES. Under penalties of perjury, I declare that I have read the foregoing and that the facts:	stated in it are true to the best of my knowledge and belief.
Signature of Natural Person Signing Above	

Turn Over for Instructions

Name: Michael Giacalone

Address: 95 S. Federal Highway, Suite 100

Boca Raton, FL 33432

CFN 2014R0681469 CR Bk 29331 Pas 1918 - 1921; (4pas) RECORDED 10/01/2014 10:12:59 HARVEY RUVIN, CLERK OF COURT MIAMI-DADE COUNTY, FLORIDA

NOTICE OF TERMINATION

(of Notice of Commencement)

STATE OF FLORIDA:	
COUNTY OF MIAMI-DADE	

#8

	Space above reserve	d for use of recording office
The undersigned hereby gives notice that the effective period of that certain Notice of (Commencement	
dated 04/17/2014, recorded in O.R. Book / Pag	ge	/_4372-4374
of the Public Records of Dade County, Florida, will terminate; and, in accordance wit	h Section 713.132, Florid	da Statutes, the following
information is provided:		
The date and recording information for the Notice of Commencement being term	inated are as described	above, and all information
contained therein is hereby expressly incorporated into this NOTICE OF TERMINA	TION.	
2. The Notice of Commencement shall be terminated as of09/25/2014	, or 3	30 days from the recording
date of this Notice of Termination, whichever date is later.		
3. This Notice of Termination applies to:		
all the real property subject to the above described Notice of Commencement.		
only to the portion of such real property described as:		
4. All lienors have been paid in full or prorata in accordance with Section 713.06(4), F	lorida Statutes.	
5. A copy of this notice has been served on the contractor and on each lienor who has	as given notice, if any.	
14112		
Cirrior digitatore,		
Print Name Philip J. Procacci Print Name		
SWORN TO AND SUBSCRIBED before me this day of	Sastember	= 20 14
	The state of the s	
by: Thirth Career		
Personally known to me, or produced	as Identifica	ition.
1 elsorially known to may be produced.		
Notary Signature: Length Telinto		
\mathcal{O}		
Print Name: Elizabeth Roberts		
seal Notary Public State of Florida		
Flizabeth Roberts	t attached:	
The state of the s	tractor's Final Payment	Δffidavit
5	perty Legal Description	rindarit
	by of Notice of Commend	cement
WE COD	V OI INDUICE OF CONTINEER	201110111



CONTRACTOR'S AFFIDAVIT

BEFORE ME, the undersigned Notary Public, personally appeared Philip J. Procacci, who being duly sworn, states as follows:

- 1. I am the <u>President</u> and duly authorized agent of <u>Procacci Development Corporation</u> and as such am familiar with the transactions and construction pertaining to the subject Notice of Commencement.
- Procacci Development Corporation has been paid in full for the work described in the Notice of Commencement recorded on April 17, 2014, at OR BK: 29114, PGS: 4372-4374 of the Public Records of Miami-Dade County, Florida.
- 3. All laborers, subcontractors, materialmen, lienors, and potential lienors of any kind have been paid in full for labor, services and materials pertaining to the subject construction, except the following parties and amounts: NA
- 4. All construction and work pertaining to the Notice of Commencement has been completed.

This Affidavit is made and given by Affiant with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties, including perjury, resulting from false statements and misrepresentations made herein.

Date: 9/25,2014

PROCACCI DEVELOPMENT CORPORATION

By:

Philip J. Procacci, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

Notary Public, State of Florida

Print/Type Name

My Commission expires

Notary Public State of Florida Elizabeth Roberts My Commission FF 027920 Expires 08/17/2017

EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1:

Tract C of F.T.Z. SUBDIVISION, according to the Plat thereof, recorded in Plat Book 153, Page 35, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

The North 25 feet of the South 41 feet of the East 3/5 of Section 30, Township 53 South, Range 40 East, Miami-Dade County, Florida, LESS AND EXCEPT: The East and West 40.00 feet of the South 41.00 feet of the Southeast 1/4 of Section 30, Township 53 South, Range 40 East, and the East 40.00 feet of the South 41.00 feet of the Southwest 1/4 of said Section 30, Township 53 South, Range 40 East, pursuant to Quit Claim and Conveyance to Dade County-Highway Right of Way recorded in Book 12012, Page 1332 and; FURTHER LESS AND EXCEPT: That portion of 25.00 foot Canal Maintenance Easement lying South of Tract A of F.T.Z. Subdivision, according to the Plat thereof, as recorded in Plat Book 153, at Page 35, of the Public Records of Miami-Dade County, Florida, being bounded on the East by a line parallel with and 45.00 feet West of the Southerly extension of the East line of said Tract A, and bounded on the West by the Southerly extension of the West line of the aforementioned Tract A, pursuant to Special Warranty Deed recorded in Book 20722, Page 568.

Page 3. of 5

Book28169/Page3407

CFN#20120460772

CFN 2014R0279405 OR Bk 29114 Pss 4372 - 43741 (3985) RECORDED 04/17/2014 15:27:28 NOTICE OF COMMENCEMENT A RECORDED COPY MUST BE POSTED ON THE JOB SITE AT TIME OF FIRST INSPECTION HARVEY RUVIN, CLERK OF COURT MIAMI-DADE COUNTY, FLORIDA TAX FOLIO NO. 35-3030-034-0030 ITERIT CUAL PARIETT L'ENVANI STATE OF FLORIDA COUNTY OF MIAMI-DADE THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Rorida Statutes, the following information is provided in this Notice of Commencement. 2500 NW 107th Avenue, Sulte 300, Doral, FL 33172 i. Legal description of property and street address:_ See Attached Legal Description ADA Parking Lot Improvements 2. General description of improvement, Procacci Dorei, LLC, 95 S. Federal Highway, Suite 100, Boca Raton, FL 33432 3. Owner(s) name and address: 100% Interest in property: Name and address of fee simple titleholder (if other than owner); Proceed Development Corporation, 4. Contractor's name, address, and phone number 95 S. Federal Highway, Suite 100, Boca Raton, FL 33432 5. Surety: (Payment bond required by owner from contractor, if any) Name and address: N/A Amount of bond: \$_ N/Δ 6. Lender's name, address, and phone number: 7. Persons within the State of Florida designated by Owner upon whom nutices or other documents may be served as provided by Section 713,13(1)(a)7., Florida Statutes: Name, address, and phone number; of the 8. In addition to himself or herself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes: N/A Name, address, and phone number: 9. Expiration date of the Notice of Commencement (the expiration date is 1 year from the date of recording unless a different date is WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, OF FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST LONGICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE PAYMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE PAYMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE PAYMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE PAYMENT MUST BE RECORDED AND POSTED ON THE PAYMENT BE RECORDED AND POSTED ON THE PAYMENT BE PAYMENT BE RECORDED AND POSTED ON THE PAYMENT BE PAYMENT INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT. Managing Member Signature of Owner's Authorized Officer/Director/Partner/Manager Signatory's Title/Office

Type of Identification Produced: CR Produced Identification extre Roberts Notary Public State of Florida Print, Type, or Statep and the Commissioned National Nati Signature of Notary Public - State of Florida Eizabeth Roberts My Commission FF 027920 Explore 05/17/2017 of Notary Public:

VERIFICATION PURSUANT TO SECTION 92.525, FLORIDA STATUTES.

0

the foregoing instrument was admowledged before me this 34 th day of Warele Mily 11000cc as Manager (type of authority, e.e.

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

(type of authority, e.g. officer, trustee, attorney in fact) for (name of party on behalf of whom instrument was executed).

Signature of Natural Person Signing Above

Philip J. Procacci Print Name

Turn Over for Instructions

This instru	iment prepared by:	
Name:	Michael Giacalone	CFN 2014R0681470
Address:	95 S. Federal Highway, Suite 100	OR Bk 29331 Pas 1922 - 1925; (49as) RECORDED 10/01/2014 10:12:59
	Boca Raton, FL 33432	HARVEY RUVIN, CLERK OF COURT MIAMI-DADE COUNTY, FLORIDA
	NOTICE OF TERMINATION (of Notice of Commencement)	
	FLORIDA:	#6
COUNTY	OF MIAMI-DADE:	Space above reserved for use of recording office
of the Publinformation The contact of the Number of the Publinformation The Contact of the Number	n is provided:	in O.R. Book / Page
Owner Sig	opature: Ov	wner Signature:
Print Nam	Philip J. Procacci Pri	rint Name
	TO AND SUBSCRIBED before me this	day of
by:	y known to me, or produced	as Identification.
Notary Si Print Nam seal	Ignature: Elizabeth Roberts	Exhibit attached: Contractor's Final Payment Affidavit Property Legal Description
	2.2. 5. 2. 3. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7.	Copy of Notice of Commencement



PROJECT NAME:

BB&T Building Storefront Systems & Glass Replacements

2500 NW 107th Avenue, Miami, FL 33172 - Folio #35-3030-034-0030

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

BEFORE	E ME, the undersigned Notary Public, personally appeared	Sidoney < M	NLLER who	being duly
	, states as follows:			
1.	He or she is the PRESIDENT of MILLER G Florida, hereinafter referred to as the "Contractor", and has Payment Affidavit.	LASS & GLAZING, INC., was the right and authority	hich does business in to execute this Cont	the State of ractor's Final
	Contractor, pursuant to a contract with Procacci Doral, LLC, he	reinafter referred to as the	"Owner", has furnish	ed or caused
2.	to be furnished labor, materials, and/or services for the con- particularly set forth in said contract.	struction of certain impro	vements to real prop	erty as more
3.	obtaining final payment from the Owner in the amount of \$70.	<u>813.29</u> .		
4.	All work to be performed under the contract has been fully of perform or provide labor, services and/or materials under the above-described property have been paid in full, except the following the performance of the perfo	direct contract between th	nors engaged by the ne Contractor and the	Contractor to owner of the
	Name/Address	<u>Amo</u>	unt Due	
	- \ /n		1	
•	~ N/#		9	
	$\mathcal{O}_{\mathcal{C}}$ or			
Ву:	<i>M.M.M.</i>			
	ignature of Affiant			
• •	_			
Tit	PRES 10 ENT			
SWOR	RN TO AND SUBSCRIBED before me by Sidney S. M.		ersonally known to m	e or produced day of
_1	July 20 14.			
_	766	My Commission Expires:		
N	Notary Public Signature	HILDA LAZO MY COMMISSION # FF 02 EXPIRES: September 29	Sania II	AD COL
Pi	Printed Name of Notary Public	Bended Tran Notary Public Under	Hwiters	CIEBE OF THE PROPERTY OF THE P

EXHIBIT "A" LEGAL DESCRIPTION

D٠	-mai	٠,

Truct C of F.T.Z. SUBDIVISION, according to the Plat thereof, recorded in Plat Book 153, Page 35, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

The North 25 feet of the South 41 feet of the East 3/5 of Section 30, Township 53 South, Range 40 East, Miami-Dade County, Florida, LESS AND EXCEPT: The East and West 40.00 feet of the South 41.00 feet of the Southeast 1/4 of Section 30, Township 53 South, Range 40 East, and the East 40.00 feet of the South 41.00 feet of the Southwest 1/4 of said Section 30, Township 53 South, Range 40 East, pursuant to Quit Claim and Conveyance to Dade County-Highway Right of Way recorded in Book 12012, Page 1332 and; FURTHER LESS AND EXCEPT: That portion of 25.00 foot Canal Maintenance Easement lying South of Tract A of F.T.Z. Subdivision, according to the Plat thereof, as recorded in Plat Book 153, at Page 35, of the Public Records of Miami-Dade County, Florida, being bounded on the East by a line parallel with and 45.00 feet West of the Southerly extension of the East line of said Tract A, and bounded on the West by the Southerly extension of the West line of the aforementioned Tract A, pursuant to Special Warranty Deed recorded in Book 20722, Page 568.

Page 3 of 5

Book28169/Page3407 CFN#20120460772

2013R0891325 NOTICE OF COMMENCEMENT OR Bk 28905 Ps 0399; (1ps) RECORDED 11/08/2013 11:45:37 A RECORDED COPY MUST BE POSTED ON THE JOB SITE AT TIME OF FIRST INSPECTION HARVEY RUVIN, CLERK OF COURT TAX FOLIO NO. 35-3030-034-0030 MIAMI-DADE COUNTY, FLORIDA PERMIT NO. LAST PAGE STATE OF FLORIDA COUNTY OF MIAMI-DADE THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement. i. Legal description of property and street address: Replacement of existing Exterior Glass Windows 2. General description of improvement: Procacci Doral, LLC 3. Owner(s) name and address: Interest in property: Name and address of fee simple titleholder (if other than owner): 4. Contractor's name, address, and phone number: 954- 284-6601 5. Surety: (Payment bond required by owner from contractor, if any) N/A Name and address: N/A Amount of bend: \$ N/A 6. Lender's name, address, and phone number; 7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes: Name, address, and phone number: 8. In addition to himself or herself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section The copy of the 713.13(1)(b), Florida Statutes: Name, address, and phone number: 9. Expiration date of the Notice of Commencement (the expiration date is I year from the date of recording unless a different date is specified): WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT. Wongerst Signatory's Title Office Signature of Owner or Owner's Authorized Officer/Director/Partner/Manager Philip J. Procacci Print Name September, 2013 by The foregoing instrument was acknowledged before me this
Thing Trocarci as Manuary day of _ (type of authority, e.g. officer, trustee, attorney in fact) for (name of party on behalf of whom instrument was executed). MYChilore Type of Identification Produced: QR Produced Identification Notary Public State of Florida Print, Type, or Stamp Truto Elizabeth Roberts Commissioned Nat My Commission FF 027920 Signature of Notary Public - State of Florida Expires 08/17/2017 of Notary Public:

VERIFICATION PURSUANT TO SECTION 92-525, FLORIDA STATUTES.

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

Signature of Natural Person Signing Above

Turn Over for Instructions

This instru	ment prepared by:	MARCON MA
Name	Michael Giacalone	CFN 2014R0681471
Name:	95 S. Federal Highway, Suite 100	OR 8k 29331 Pas 1926 - 1929% (4pas)
Address:		RECORDED 10/01/2014 10:12:59 HARVEY RUVIN; CLERK OF COURT
	Boca Raton, FL 33432	MIAMI-DADE COUNTY, FLORIDA
		Application for Definition of Contract
	NOTICE OF TERMINATION (of Notice of Commencement)	1
	FLORIDA:	#5
COUNTY	OF-MIAMI-DADE:	
		Space above reserved for use of recording office
The under	signed hereby gives notice that the effective period of the	at certain Notice of Commencement d in O.R. Book / Page 28822 / 0301
dated_U	9/16/2013 , recorder	i, in accordance with Section 713.132, Florida Statutes, the following
	n is provided:	, in accordance with occition 7 10.102, Floring Citations, the following
1. The c	hate and recording information for the Notice of Commer	ncement being terminated are as described above, and all information
conta	nined therein is hereby expressly incorporated into this NC	OTICE OF TERMINATION.
2. The N	Notice of Commencement shall be terminated as of 09/	$\frac{25/2014}{25/2014}$, or 30 days from the recording
	of this Notice of Termination, whichever date is later.	
3. This N	lotice of Termination applies to:	
	the real property subject to the above described Notice	of Commencement.
🚨 on	ly to the portion of such real property described as:	
-		
Δ All lier	nors have been paid in full or prorata in accordance with	Section 713.06(4), Florida Statutes.
5. A cop	by of this notice has been served on the contractor and or	n each lienor who has given notice, if any.
o	Man M22	
Owner Sig	gnature:	Owner Signature:
Print Nam	Philip J. Procacci	Print Name
0140014	TO AND OUR COURT IN THE	day of Se otamber 20 14
SWOHN I	TO AND SUBSCRIBED before me this	day of
υу	Will 8	
Personally	y known to me, or produced	as Identification.
	Elizabeth Roberts	
Notary Sig	gnature:	
Print Nam	ne:le yell til folials	_
seal	Spar (to Notary Public State of Florida	
	Elizabeth Roberts	
	My Commission FF 027920 Springs 08/17/2017	Exhibit attached:
	***************************************	Contractor's Final Payment Affidavit
		Property Legal Description
		Copy of Notice of Commencement

CLERK COLUMN COL

PROJECT NAME:

BB&T HVAC Replacement - NOC #CFN2013R0733162

2500 NW 107th Avenue, Miami, FL 33172 – Folio #35-3030-034-0030

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

	E ME, the undersigned Notary Public, personally appearedstates as follows:	Doug Coly	who being duly
1.	He or she is the <u>Plant</u> of <u>AA ADV</u> , hereinafter referred to as the "Contractor", and has the rig Affidavit.	ANCE AIR, INC., which does business ht and authority to execute this Con	in the State of Florida, tractor's Final Payment
2	Contractor, pursuant to a contract with Procacci Doral, LLC, he	ereinafter referred to as the "Owner",	has furnished or caused
	to be furnished labor, materials, and/or-services for the con particularly set forth in said contract.	struction of certain improvements to	real property as more
3.	This affidavit is executed by the Contractor in accordance wi obtaining final payment from the Owner in the amount of \$27	th section 713.06 of the Florida State .470.25.	ites for the purposes of
4.	All work to be performed under the contract has been fully a perform or provide labor, services and/or materials under the above-described property have been paid in full, except the form	direct contract between the Contract	ed by the Contractor to or and the owner of the
	Name/Address	Amount Due	
	N/A	,	
			
By:	gnature of Afflant		
	inted Name of Affiant		
Tit	Picsident		
SWOR	N TO AND SUBSCRIBED before me by as Identification, and	who is personally kr	own to me or produced
	physics 20 14.		
_	Otary Public Signature	My Commission Expires: 3/22/19	8
N	, ,		SO COUNTY CO
Pi	rinted Name of Notary Public	CRAIG REESE Notary Public - State of Florida My Comm. Expires Mar 22, 2018 Commission # FF 79555 Bonded Through National Notary Assn.	THE COLUMN TO SERVICE OF THE COLUMN TO SERVICE

EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1:

Tract C of F.T.Z. SUBDIVISION, according to the Plat thereof, recorded in Plat Book 153, Page 35, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

The North 25 feet of the South 41 feet of the East 3/5 of Section 30, Township 53 South, Range 40 East, Miami-Dade County, Florida, LESS AND EXCEPT: The East and West 40.00 feet of the South 41.00 feet of the Southeast 1/4 of Section 30, Township 53 South, Range 40 East, and the East 40.00 feet of the South 41.00 feet of the Southwest 1/4 of said Section 30, Township 53 South, Range 40 East, pursuant to Quit Claim and Conveyance to Dade County-Highway Right of Way recorded in Book 12012, Page 1332 and; FURTHER LESS AND EXCEPT: That portion of 25.00 foot Canal Maintenance Easement lying South of Tract A of F.T.Z. Subdivision, according to the Plat thereof, as recorded in Plat Book 153, at Page 35, of the Public Records of Miami-Dade County, Florida, being bounded on the East by a line parallel with and 45.00 feet West of the Southerly extension of the East line of said Tract A, and bounded on the West by the Southerly extension of the West line of the aforementioned Tract A, pursuant to Special Warranty Deed recorded in Book 20722, Page 568.

Page 3 of 5 to COUNTY C

Book28169/Page3407

CFN#20120460772

CFM 2013R0733162

OR BK 28822 Ps. 0301; (1ps)

RECORDED 09/16/2013 10:16:04

HARVEY RUVIN, CLERK OF COURT

MIAMI-DADE COUNTY, FLORIDA

LAST PAGE

NOTICE OF COMMENCEMENT

A RECORDED COPY MUST BE POSTED ON THE JOB SITE AT TIME OF FIRST INSPECTION

PERMIT NO	tax folio no. <u>35, 30</u>	130·034.003O			
STATE OF FLORIDA:					
COUNTY OF MIAMI-DAD	DE:				
•					
	by gives notice that improvements wi				
	ce with Chapter 713, Florida Statutes,				
is provided in this Notice	of Commencement.				

			Space above reserved for	or use of recording	office
1 local dependation of me	another and attract/ordations. F17.	Sub Pa 153-			
3500 NIU 107	operty and street/address: F1Z (72			<u>-</u>
2. Description of improve	ment: Replace Ro	of Mounted A	ic Equipment		_
20 ()	Process Docal III	CE S Enderal	Har Sub IM E	33432	•
Owner(s) name and ad Interest in property:	dress: <u>Procacci Doral, Lu</u>	- 40 O LENGTH	THE THE THE		- -
Name and address of fee	simple titleholder:				-
4. Contractor's name, add	dress and phone number: AA Ad	vonce Airling	(454) 471.580	11x134	-
MAD NW 32 3	TEET PUTNICIPULISEUS	TL USUU4		·	•
5. Surety: (Payment bond	required by owner from contractor, f	fany)			
Amount of bond \$	e number:		,		-
6. Lender's name and ad-	dress:				- SURIS FOR
	te of Florida designated by Owner up	on whom notices or other	documents may be serve	d as provided by	ACCO SEE
Section 713.13(1)(a)7., Fk	orida Statutes, e number:	••			18 - 2013 E E
Name, address and phon	e number:		***************************************		
8. In addition to himself.	Owners designates the following pers	on(s) to receive a copy of	the Llenor's Notice as pro	vided in Section	
713.13(1)(b), Florida Statu			·		CIPCO CIPCO
Name, address and phon	e number:				of of o
O Francisco della of this	Mating of Community				
•	Notice of Commencement:	expiration date is 1 year from the	data of recording unless a differe	nt date is specified)	and de la contraction de la co
WARNING TO OWNER: AN	Y PAYMENTS MADE BY THE OWNER AFT DER CHAPTER 713, PART I, SECTION 7 PROPERTY. A NOTICE OF COMMENCE	ER THE EXPIRATION OF THE	NOTICE OF COMMENCEME	NT ARE CONSIDERE	
IMPROPER PAYMENTS UN	DER CHAPTER 713, PART I, SECTION 7	13.13. FLORIDA STATUTES,	AND CAN RESULT IN YOUR	R PAYING TWICE FO	
IMPROVEMENTS TO YOUR FIRST INSPECTION, IF YOU	DER CHAPTER 713, PART I, SECTION 7 I PROPERTY. A NOTICE OF COMMENCE I INTEND TO OBTAIN FINANCING, CONS	EMENT MUST BE RECORDE BULT WITH YOUR LENDER O	HAN ATTORNEY BEFORE (COMMENCING WOR	THE CHANGE
OR RECORDING YOUR NO	TICE OF COMMENCEMENT.				
Signature(s) of Owner(s)	of Owner(s)' Authorized Officer/Direct				ŭ
Prepared By	Million	Prepared By			문을 올~! 트꽃 아노
Print Name Chil	A Truckier				彩 約 20 4
STATE OF FLORIDA	at the acou	Title/Office		i	
COUNTY OF MIAMINDAD	-Distante			į	RESPECTORUDA, CARBON CARTIFFY III AND IN SOME CARTIFFY III AND IN SOME CARTIFFY III AND IN SOME CARTIFFY IN INVIOLENCE OF THE
The foregoing instrument	was acknowledged before me this _	= B day of angu	<u>s</u> =	2013	
By Philip Pro	(4 (6)	~ ·			建厂系 学 是超3
Individually, or A as_	Managing Member	/./	Simmer	<u> </u>	한국 소스 (출동) 12
Personally known, or	produced the following type of ide	nimonion.	ofry Public State of Florida	}	- 12
•	Signature of Notery Public: Print Name:		Commission FF 027920		- 45
	(SEAL)	3 1 E	pires 03/17/2017	\$	- V
VERIEICATION DI IDEI IA	NT TO SECTION 92.525, FLORIDA	STATUTES	~~~~	>	
	v. I declare that I have read the forego				
	are true, to the best of my knowledge				
Signature(s) of Owner(e)	or Owner(s)'s Authorized Officer/Direc	tor/Partner/Manager who	signed above:		
n/n					
Ву		Ву			-

C 1				
This instru	ment prepared by:			1000
Name:	Michael Giacalone			41116101
Address:	95 S. Federal Highway, Suite 100		CFN 2014R048303 0R Bk 29332 Pas 1496 - 14991	(4pgs)
Address.	Boca Raton, FL 33432		RECORDED 10/01/2014 13:54:11	Ĺ
	Boca Raton, 1 L 33+32		HARVEY RUVIN, CLERK OF COURT MIAMI-DADE COUNTY, FLORIDA	
	NOTICE OF TERMINATION (of Notice of Commencement)	ı		
STATE OF	FLORIDA:			
COUNTY	OF MIAMI-DADE:		#7	
			Space above reserved for use of recording offi	ce
			discharación baladores autoritat de de contra de la contra del la contra de	
The unders	signed hereby gives notice that the effective period of th	at certain Notice of 0	Commencement	
dated_11	1/25/2013 , recorde	ed in O.R. Book / Pag	ge	-
of the Pub	olic Records of Dade County, Florida, will terminate; and	I, in accordance with	n Section 713.132, Florida Statutes, the following	g
information	n is provided:	FF F 7 3		
	ate and recording information for the Notice of Comme			חנ
conta	ined therein is hereby expressly incorporated into this No lotice of Commencement shall be terminated as of 09	/25/2014	or 30 days from the recording	na
	of this Notice of Termination, whichever date is later.	20,2011	, or ob days norm the recording	פי
	lotice of Termination applies to:			
	the real property subject to the above described Notice	of Commencement.		
	y to the portion of such real property described as:			
West Market				-
				-
				-
	nors have been paid in full or prorata in accordance with			
5. A copy	y of this notice has been served on the contractor and o	n each lienor who ha	is given notice, it any.	
Owner Sig	poature:	Owner Signature:		
Print Name				
SWORN T	O AND SUBSCRIBED before me this	day of	September 2014	
Personally	known to me, or produced		as Identification.	
	Elizabeth Roberts			
Notary Sig	gnature:			
Print Name	e: Centerie Notato			
seal 5	**************************************			
\$	Notary Public State of Florida Elizabeth Roberts			
~	My Commission FF 027920 Expires 08/17/2017	AA	attached:	
\$	Control of the contro	Unt	ractor's Final Payment Affidavit erty Legal Description	
			of Notice of Commencement	
		⇔ Copy	y or Notice of Commencement	

PROJECT NAME:

BB&T ATM Swap - NOC #CFN2013R931726

2500 NW 107th Avenue, Miami, FL 33172 - Folio #35-3030-034-0030

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

BEFORE as follo	EME, the undersigned Notary Public, personally appearedT ws:	imothy Abell, who being duly sworn, states
1.	He or she is thePresident, of <u>Security Var</u> hereinafter referred to as the "Contractor", and has the r Affidavit.	ult Works, Inc., which does business in the State of Florida, ight and authority to execute this Contractor's Final Payment
2.	Contractor, pursuant to a contract with <u>Procacci Doral, LLC</u> , to be furnished labor, materials, and/or services for the coparticularly set forth in said contract.	hereinafter referred to as the "Owner", has furnished or caused onstruction of certain improvements to real property as more
3.	This affidavit is executed by the Contractor in accordance to obtaining final payment from the Owner in the amount of §2	with section 713.06 of the Florida Statutes for the purposes of 11,334.67 (Paid in Full).
4.	All work to be performed under the contract has been fully perform or provide labor, services and/or materials under the above-described property have been paid in full, except the	y completed, and that all lienors engaged by the Contractor to ne direct contract between the Contractor and the owner of the following listed lienors:
	Name/Address	Amount Due
By:	Janoth reflections	
_	Timothy Abell Inted Name of Affiant	
Titl	President le of Affiant	
SWORI	as identification, and 2014.	who is personally known to me or produced who did take an oath, this As day of My Commission Expires:
No.	hary Public Signature	5/7/16
Pr	Audrey J Grimsley NOTARY PUBLIC Howard County State of Maryland May 7, 2016	CLERK CO

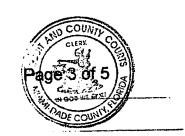
EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1:

Tract C of F.T.Z. SUBDIVISION, according to the Plat thereof, recorded in Plat Book 153, Page 35, of the Public Records of Miami-Dade County, Florida.

Parcel 2:

The North 25 feet of the South 41 feet of the East 3/5 of Section 30, Township 53 South, Range 40 East, Miami-Dade County, Florida, LESS AND EXCEPT: The East and West 40.00 feet of the South 41.00 feet of the Southeast 1/4 of Section 30, Township 53 South, Range 40 East, and the East 40.00 feet of the South 41.00 feet of the Southwest 1/4 of said Section 30, Township 53 South, Range 40 East, pursuant to Quit Claim and Conveyance to Dade County-Highway Right of Way recorded in Book 12012, Page 1332 and; FURTHER LESS AND EXCEPT: That portion of 25.00 foot Canal Maintenance Easement lying South of Tract A of F.T.Z. Subdivision, according to the Plat thereof, as recorded in Plat Book 153, at Page 35, of the Public Records of Miami-Dade County, Florida, being bounded on the East by a line parallel with and 45.00 feet West of the Southerly extension of the East line of said Tract A, and bounded on the West by the Southerly extension of the West line of the aforementioned Tract A, pursuant to Special Warranty Deed recorded in Book 20722, Page 568.



(Page 20 of 26)

A185

Permit il

CFN 2013R0931726
OR Bk 28726 Pr 1635! (189)
RECORDED 11/25/2013 14448-01
HARVEY RIVILH, CLERK OF COURT
HIANI-DADE COUNTY, FLORIDA
LAST PAGE

NOTICE OF COMMENCEMENT

NOTICE OF COMMENCEMENT

ary and a decrease and compared	hai improveme 713, Fiorida Sta	dutes, the follow	kandal gal	100	this space reserved for re	corder
wided in this Notice of Commencer	INSTITUTE I			_		
Legal Description of Property:	Lot	Block	Unli ≢	Rldg #	Leagthy le	is susceed
Street Address & available:		Condominium:	(#FOI	AVE		
Seneral description of improvemen	4: ATM SI	NOD				
Owner name and address:	Procacci	Doral LLC	925	. Federal	Huy #400,	Boar Kator
Interest in property:						<u> </u>
Name and address of the shiple titleholder (if other than Owner):						
Contractor name and address: Contractor's phone number:		y Yoult w F6-2577	orks,I	nc. 188 1	ofayette A	e Laue
Burety name and address:						
Surety's phone number:						
Amount of boods	\$					
Lender name and address:						
ander's phone number:						
ersons within the State of Florids y Section 713.13(1)(z)7., Florids S	designated by trainies:	Decret upon who	m notices o	r ather docume	ents may be 447494	s as provided
Name:						
Address: Phone number:						
n addition to himself or herself, th	e Owner design	Man d	a copy of Li	enor's Notice pe	Goodon 712.13(1)(1), Florida
Phone number of person or entity	designated by o	Herman				
Expiration data of notice of comme	ncement:			- 6 a data - d	ding unless a different	data la specificità
REING TO OWNER: ANY PAY IMENCEMENT ARE CONSIDE RIDA STATUTES, AND CAN RE ICE OF COMMENCEMENT M PECTION. IF YOU INTEND TO IMENCING WORK OR RECORD IMENCING WORK OR RECORD IMENCING WORK OR RECORD	ESULT IN YOU LUST BE REC COSTAIN FINAN DING YOUR N	R PAYING TW ORDED AND ICING, CONSU OTICE OF COM	ICE FOR II POSTED LT WITH Y MENCEME	MPROVEMEN ON THE JOE OUR LENGER ENT.	TS TO YOUR PE	IOPERTY, A
Name PHICIP OF	no cope c	Prin	Name			
INAME SHILL PORTOR OF BROWARD		Print Title	ictiice	J. 1.		£106
Name Office O	ledge@balore m	Print Title othis 9 d	ACHTICAD	اس ک	\	2013-
NAMES OF FLORIDA INTO CE CO CE CO FLORIDA INTO CE CO CO CE CO CO CE CO CO CE CO CO CE CO CO CE CO CO CE CO	ledge@balore m	Print Title othis 9 d	ACHTICAD	Jul	\	3013−
Name OHILL P OF PLORIDA TO PROPERTO AND THE PROPERTOR AND	adged balore m	Printer Printe	ACHTICAD	Jul.	J.LLC.	3013
Name OHILL P OF PLORIDA TO PROPERTO AND THE PROPERTOR AND	ledge@balore m	Printer Printe	ACHTICAD	5 M	 	£10E
Name OHILL POOR OMICE CEC 2 OF FLORIDA TY OF BROWARD regicht of Instrument was acknowled 1 11 0 - 1 1 2 CO Michaely, or [X] as	edged balors m	Print Title on this 9 do	Prosos	July and Dora	<u> </u>	£10E
MARINE SHOULD OF SHOWARD TO SHOWARD	edged balors m	Printer Title on this _ 9 de	Prosos	HIZAR	MESSESCOR. ROSS DOS SESCOS ROSS DOS ROSS DOS ROSS DOS ROSS ROSS DOS ROSS DOS ROSS DOS ROSS DOS ROSS ROSS DOS ROSS DOS ROSS DOS ROSS DOS ROSS ROSS DOS ROSS DOS ROSS DOS ROSS DOS ROSS ROSS DOS ROSS DOS ROSS DOS ROSS DOS ROSS ROSS DOS ROSS ROS	3013
IN Name DHICLP OF STORMS ACKNOWN TO BE OTHER PROPERTY OF EROWARD TO PEROWARD TO BE OTHER PROPERTY OF THE PROPE	adged before m	Print Title on this of the Mandary For Idda Michaelor: of Notary Publics Print Marme: (SEAL)	ey of	HIZAR	CHROSERUM CONSCIONARIO	£10E
TO Name Office O	adge@batore m LC C Les stationing type of Signature of the 92.525, PLOS at I have read the	Print This ethis di	Proces	BUTARE W IN COLUMN EXPERTS: Burded Tree Mod	THROSERUM HOW FOD SPISSO SEPURI 17, 2013 Hypotate Understand	2013
TE OF FLORIDA TO SEROWARD Foregoing destrument was acknown TO 11 O - 1 TO CO COMMENTAL OF THE COMMENT COMMENT COMMENTAL OF THE COMMENT COMM	adge@batore m LC C Les stationing type of Signature of the 92.835, PLOS at I have read the	Print This ethis e	Proces	BUTARE W IN COLUMN EXPERTS: Burded Tree Mod	THROSERUM HOW FOD SPISSO SEPURI 17, 2013 Hypotate Understand	3013

ANTHESS MY PARTY OF DADE

WITNESS MY PARTY, OF LESS OF THE STATE OF TH

einsundrationatiens - rothe al management releast 7.3.67 dec

FOLIO NUMBER

Miami-Dade County, Florida

Real Estate Property Taxes

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

MUNICIPALITY

35-3030-000-0021		DORAL			3	3500
Mailing Address PROCACCI DORAL LLC		perty Address		Exemptions:		•
95 S FEDERAL HWY STE 100) Dor	al, 33172-0000		_		
BOCA RATON, FL 33432-48	340					
		AD VALOREM 1				
TAXING AUTHORITY		ASSESSED VALUE	MILLAGE RATE PER	\$1,000 OI Taxable va		TAXES LEVIED
Miami-Dade School Board School Board Operating		67,875	7.64400	67	.875	518.83
School Board Debt Service State and Other		67,875	0.33300		875	22.60
Florida Inland Navigation Dist		67,875	0.03450		,875	2.34
South Florida Water Mgmt Dist Everglades Construction Proj		67,875 67,875	0.35230 0.05870		,875 ,875	23.91 3.98
Childrens Trust Authority Miami-Dade County		67,875	0.50000		875	33.94
County Wide Operating		67,875	4.70350		,875	319.25
County Wide Debt Service Library District		67,875 67,875	0.42200 0.17250		,875 .875	28.64 11.71
Fire Rescue Operating		67,875	2.44960	67	875	166.27
Fire Rescue Debt Service		67,875	0.01270	67,	,875	0.86
Municipal Governing Board Doral Operating		67,875	1.92800	67	075	130.86
Doral Operating		07,075	1.92600	67,	,875	130.00
			i 91			
			A STORY		1	
					l	
	Water a street		i "kee2761			
LEVYING AUTHORITY	NO	ON-AD VALOREM A: RATE	Activity in the strain process of the strain of the strains.	OOTAGE/UN		AMOUNT
THE CANCER AND MICH.		AND THE PROPERTY OF	CARTE CARE TO A	619) [[[[[]]]]	IUS	TANKOONNA
					1	
				Employee and the		
Save Time. Pay Online. www.mia	amidade.gov		Con	nbined taxes ar	nd assessments	\$1,263.19
		+ RETAIN FOR YOUR R	ECORDS +			
013 Real Estate Property	↓ DETACH HEF	RE AND RETURN THIS POP	RTION WITH YOUR	PAYMENT +	Duplicate	public_user 09/25/2014
Taxes					PAY ONLY O	NE AMOUNT
<u>3030-000-0021</u>					If Paid By	Please Pay
O NUMBER ral, 33172-0000	* 1 + 3 5	303000000	2 1 + 2 0 1 3	* –		ATTION TO SELECT TO SELECT THE SE
PERTY ADDRESS	Make	lake checks payable to: Miami-Dade Tax Collector (in U.S. funds drawn on U.S. banks)			Nov 30, 2013	\$0.00
AL DESCRIPTION	Amou	int due May be Subject t		ut Notice		
AL DESCRIPTION 40 1.75 AC		Mail payme	0			

N25FT OF S41FT OF E3/5 OF SEC LESS E40FT & W40FT OF S41FT OF SE1/4 OF SEC

> PROCACCI DORAL LLC 95 S FEDERAL HWY STE 100 BOCA RATON, FL 33432-4840

200 NW 2nd Avenue, Miami, FL 33128

	O Bully and Disputed		CONTRACTOR OF THE PARTY.	100
	à		100	
 - Maratal		_85_8		



Tax Collector Home Search Reports Shopping Cart

> We are moving on August 29, 2014. Our new address will be: 200 NW 2nd Ave, Miami, FL 33128

The information contained herein does not constitute a title search or property ownership.

Real Estate Account #35-3030-000-0021

Real Estate Accour	nt #35-3030-000-0	0021	Parcel	details	1 Latest bill	Full bill history
2013	2012	2011	2010] [2005	
Paid	Paid	Paid	Paid	'	Paid	1

Real Estate 2013 Annual Bill

Print This Bill (PDF)

Miami-Dade County Tax Collector

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Escrow code	Millage code			
35-3030-000-0021	_	3500			

Paid 2013-12-04 \$1,212.66 Effective 2013-11-30 Receipt #TXHS1-14-024597

Amount due May be Subject to Change Without Notice Mail payments to: 140 W. Flagler Street, Miami, FL 33130-1570

> Owner PROCACCI DORAL LLC 95 S FEDERAL HWY STE 100 **BOCA RATON, FL 33432-4840**

Situs address (unknown)

Legal description 30 53 40 1.75 AC N25FT OF S41FT OF E3/5 OF SEC LESS E40FT & W40FT OF S41FT OF SE1/4 OF SEC ...

Full legal available: Parcel details

Ad Valorem Taxes

Au valorelli Tuxes					
Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
Miami-Dade School Board					
School Board Operating	7.64400	67,875	0	67,875	\$518.83
School Board Debt Service	0.33300	67,875	0	67,875	\$22.60
State and Other					
Total	18.61080				\$1,263.19