



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Page 1 of 1

Transmittal From: Public Works
Department

Delivered by: Seida
Name

Date of Transmittal: April 14, 2010



The following record (master) copy is being transmitted to the Office of the City Clerk:

☐ Contract

☒ Agreement

☐ Lease

☐ Deed

☐ Bond Documentation

☐ Vehicle Title

☐ Special Magistrate Order

☐ Other:

Is this record (master) copy to be recorded with the County Clerk?

☐ Yes

☐ No

Description of Record Copy:

Office of the City Clerk Administrative Use Only

Received by: Kristha Gomez

Reviewed for completion by Kristha Gomez

Returned to originating Department for the following corrections on N/A
Date

Archived in the Office of the City Clerk on 4/19/10 (Date)

Copy provided in electronic format to originating Department on 4/20/10 (Date)

STEARNS WEAVER MILLER
WEISSLER ALHADEFF & SITTERSON, P.A.

Museum Tower
150 West Flagler Street, Suite 2200
Miami, FL 33130
(305) 789-3200
stearnsweaver.com

April 15, 2010

VIA U.S. MAIL and
VIA EMAIL TO Eric.Carpenter@cityofdoral.com

Eric Carpenter
City of Doral
8300 N.W. 53rd Street
Suite 200
Doral, Florida 33166

Re: Temporary Exclusive Construction Easement Agreement ("TECEA") between Tract 33, LLC, a Florida limited liability company ("Tract 33") and City of Doral, a Florida municipal corporation ("City of Doral") dated February 9th, 2010 and recorded March 24, 2010 in Official Records Book 27226, Page 2050 of the Public Records of Miami Dade County, Florida.

Dear Eric:

Per Mr. Gallagher's request, enclosed herewith please find the original recorded TECEA in connection with the referenced matter.

Should you have any questions, please do not hesitate to contact our office.

Sincerely yours,



Suzette Perez
Paralegal

/sp

Enclosures (1)

cc: Robert E. Gallagher, Esq. (via email)
Jimmy L. Morales, Esq. (via email)





CFN 2010R0198778
OR Bk 27226 Pgs 2050 - 2070; (21pgs)
RECORDED 03/24/2010 15:04:20
DEED DOC TAX 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument prepared by,
record and return to:
Robert E. Gallagher, Jr., Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33131

**TEMPORARY EXCLUSIVE CONSTRUCTION
EASEMENT AGREEMENT**

This Temporary Exclusive Construction Easement Agreement ("TECEA") is made and entered into as of the 9th day of February, 2010 (the "Effective Date") by and between Tract 33, LLC, a Florida limited liability company (the "Grantor"), having an address of c/o AJP Ventures at Doral, LLC, 2901 Ponce de Leon Boulevard, Coral Gables, Florida 33134 and the City of Doral, a Florida municipal corporation (the "Grantee"), having an address of 8300 N.W. 53rd Street, Suite 200, Doral, Florida 33166. Lydian Bank, a Florida banking corporation has joined in the execution of this TECEA for the sole and limited purpose of subordinating the lien of its mortgage to this TECEA.

R E C I T A L S:

A. WHEREAS, Grantor is the owner of that certain parcel of land located in Miami-Dade County, Florida, more particularly described in Exhibit "A" attached hereto, together with the improvements located thereon (the "Grantor's Land"); and

B. WHEREAS, Grantor is in the process of but has not yet platted Grantor's Land; however, when executed and recorded, it is anticipated that the plat will provide among other items, for a platted roadway running approximately eighty (80) feet in width northeasterly and southwesterly over a portion of the Grantor's Land, which road will be known as Northwest 114th Avenue and is more particularly described on Exhibit "B" attached hereto and made a material part hereof (the "Road"); and

C. WHEREAS, it is in the interest of both Grantor and Grantee to assist in the orderly flow of vehicular traffic in this geographic area in the City of Doral and for Grantee to construct the Road prior to Grantor completing the application for and recording of its plat for the Grantor's Land; and

D. WHEREAS, Grantor desires to grant to Grantee, an exclusive temporary construction easement ("ETCE") over and across portions of the Grantor's Land for the purpose of allowing Grantee, its contractors, subcontractors, agents, permitted assigns, guests and invitees to use a portion of the Grantor's Land as a temporary construction, staging and/or

1/19/2010
12:15 PM

21

development area including, but not by limitation, for fill and sloping for use in the development and construction of the Road (collectively the "Temporary Construction Easement Parcels") which Temporary Construction Easement Parcels are legally described on Composite Exhibit C as, the Road, Temporary Construction Easement No. 1 and Temporary Construction Easement No. 2 and made a material part hereof; and

E. WHEREAS, Grantor by this TECEA does hereby grant to Grantee an ETCE over, under and upon the Temporary Construction Easement Parcels.

NOW, THEREFORE, in consideration of the premises, agreements and covenants set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as if repeated at length.

2. Grant of Temporary Exclusive Construction Easement and Term. Grantee hereby agrees to build the Road and complete such construction not later than six (6) months after the Effective Date. Grantor hereby grants to the Grantee and its "Authorized Users" (as hereinafter defined) an ETCE for a term to terminate the earlier of six (6) months from the Effective Date or the work has been completed by the applicable contractor(s) pursuant to the previously agreed upon plans and specifications with all releases of liens delivered to the Grantee for the Grantee to close out of the construction contracts entered into for the purpose of developing and constructing the Road (the "Term") over, across, under and upon the Temporary Construction Easement Parcels for the following purposes: use all or a portion of the Temporary Construction Easement Parcels as a temporary construction, staging and/or development area for the purpose of developing and constructing the Road in accordance with all applicable laws and regulations, installing any and all Utility Services including but not limited to, mains, pipes, lines, conduits, poles, wires, cables, lift stations and junction boxes for sewer, water, electric, telephone, gas, cable television and all other communication services as the Grantee would either customarily install or require in connection with this type of project in its sole but reasonable discretion, to store certain construction equipment and materials, and to provide fill and sloping for the Road to harmonize the elevation of Road to the adjacent land. As used in this Declaration, "Authorized Users" refers to the Grantee, its contractors, subcontractors, agents, engineers, inspectors, licensees and guest and each of their respective agents, contractors, consultants and suppliers.

3. Operation, Maintenance and Repair. Grantee shall be responsible, at Grantee's sole expense, to maintain and repair the Temporary Construction Easement Parcels in good condition and in safe and orderly manner consistent with the uses permitted under this TECEA at the termination of this TECEA, Grantee shall seed the Temporary Construction Easement Parcels.

4. Compliance with Laws, Rules and Regulations. Grantee shall, and shall cause its Authorized Users to, use the Temporary Construction Easement Parcels in compliance with all applicable municipal and county ordinances, codes, statutes, rules and regulations.

5. Construction Liens. Grantee shall, and shall cause its Authorized Users to, keep the Temporary Construction Easement Parcels free of mechanics' liens and any other liens for labor, services, supplies, equipment or materials purchased or procured, directly or indirectly, by or for Grantee. Grantee agrees that it will promptly pay and satisfy all liens of Grantee's contractors, subcontractors, mechanics, laborers, materialmen and others of like character, and will indemnify Grantor against all liabilities, expenses, costs and charges, including, without limitation, bond payments for release of liens and reasonable attorneys' fees and costs incurred in and about the defense of any suit in discharging the Temporary Construction Easement Parcels from any liens, judgments or encumbrances, caused or suffered by or through Grantee. In the event any such liens shall be made or filed, Grantee shall bond against or discharge same within ninety (90) days after receiving written notice of the filing of same. In the event that Grantee fails to bond or discharge such liens as provided above, then Grantor may give written notice to Grantee, and Grantee shall have fifteen (15) days following the date of such notice to bond or discharge such liens. In the event that Grantee fails to bond or discharge such liens within such fifteen (15) day period, then Grantor may bond and/or discharge the same and thereafter, Grantee shall pay Grantor for the reasonable costs incurred by Grantor to bond and/or discharge the lien within thirty (30) days following receipt by Grantor of a reasonably documented invoice for same. Grantee shall not have any authority to create any liens for labor or material on the Easement Parcel and all persons contracting with Grantee for the performance of any services, supply of any materials or provision of any labor for any work done in, on or around the Temporary Construction Easement Parcels, and all materialmen, contractors, suppliers, mechanics and laborers are hereby charged with notice that they must look solely to Grantee to secure payment of any bill for work done or material furnished at the request or instruction of Grantee. The provisions of this paragraph 5 shall survive the termination of this TECEA.

6. Indemnification. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liabilities, damages, claims, costs or expenses whatsoever (including all reasonable attorneys' fees and costs whether suit be brought or any appeals be taken therefrom) arising from the failure of Grantee or its Authorized Users to perform its obligations under this TECEA, which were not caused by or arose from the Grantor's negligence or willful misconduct. This indemnification provisions of this paragraph 6 shall survive the termination of this TECEA.

7. Grantee's Liability. Grantee will assume and defend all liability of Grantor, as set forth in this paragraph 7, within the Temporary Construction Easement Parcels, except for any liability arising from either the negligence or willful and contributory acts of Grantor, its officers and employees. Nothing contained in this paragraph 7 or elsewhere in this TECEA is in any way intended to be a waiver of the limitations on Grantee's liability to third parties as set forth in Section 768.28, Florida Statutes; however, the limitations under said statutory provision shall not apply to the Grantee's contractual obligations to defend Grantor and to cover, pay and/or reimburse any and all costs, expenses, liabilities, claims, actions, causes of action, losses, demands and damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property, incurred by Grantor and occurring within the Temporary Construction Easement Parcels, resulting from, arising out of, or incurred in connection with, use

of the Temporary Construction Easement Parcels by Grantee or Authorized Users. Grantee will cause the Grantor to be named as an additional insured under the general/professional liability coverage which the Grantee maintains through the Florida Municipal Insurance Trust, Agreement No.: FMIT #1073 and have a certificate of insurance issued to the Grantor, confirming same.

8. Successors and Assigns; Enforcement. Subject to paragraph 7 above, this TECEA shall inure to the benefit of and be binding upon Grantor, and its successors and assigns, except that Grantor or such successor or assignee, as the case may be, shall be released from all future obligations hereunder upon the recording of the Plat which shall among other items dedicate the Road; provided, however, that any such transferee of Grantor or its successor or assignee, as the case may be, shall be bound by all terms and conditions of this TECEA. The easements hereby granted and the requirements herein contained are intended as, and shall be, covenants running with the Grantor's Land. This TECEA shall inure to the benefit of and be binding upon Grantee, and Grantee shall not be permitted to assign, transfer or convey all or any part of its rights and interests under this TECEA (including its rights and interests in and to the easements granted hereunder), except to a successor municipal corporation; provided, however, that nothing herein shall be deemed a limitation on Grantee's right to permit the Authorized Users to use the Temporary Construction Easement Parcels, subject to and in accordance with the terms of this TECEA. Grantee and Grantor shall each have a right of action to enforce by proceedings at law or in equity all conditions and covenants imposed by the provisions of this TECEA, or any amendment thereto, including the right to prevent the violation of such conditions and covenants and the right to recover actual damages for such violation (but not consequential or punitive damages).

9. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows:

9.1 Grantor's existence. Grantor is a Florida limited liability company, in good standing and authorized to transact business in the State of Florida and has full power and authority to comply with the terms of this TECEA.

9.2 Authority. The execution and delivery of this TECEA by Grantor are within Grantor's capacity, and all requisite action has been taken to make this TECEA valid and binding on Grantor in accordance with its terms.

10. Grantee's Representations and Warranties. Grantee hereby represents and warrants to Grantor as follows: the execution and delivery of this TECEA by Grantee are within Grantee's capacity, and all requisite action has been taken to make this TECEA valid and binding on Grantee in accordance with its terms.

11. No Wavier. Failure to either party to enforce any covenant, condition or restriction contained in this TECEA in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction.

12. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this TECEA, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorneys' fees and disbursements at the trial level and all levels of appeal.

13. Enforcement. The provisions of this TECEA may be enforced by all appropriate actions at law and in equity (including, without limitation, injunctive relief) by the Grantor and the Grantee, with the prevailing party in any such action entitled to reimbursement of reasonable attorneys' fees and costs incurred at the trial and all appellate levels.

14. Counterparts. This TECEA may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

15. Construction. The section headings contained in this TECEA are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this TECEA have participated fully in the negotiation of this TECEA, and accordingly, this TECEA shall not be more strictly construed against any one of the parties hereto. In construing this TECEA, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

16. Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be delivered by either hand or sent by FedEx or a comparable overnight service and addressed as follows (or to such other address as either party shall hereafter specify to the other in writing):

If to Grantor:

Tract 33, LLC
c/o AJP Ventures at Doral, LLC, its manager
2901 Ponce de Leon Boulevard
Coral Gables, Florida 33134

Attention: Alberto J. Perez, its manager
Phone: 305-446-5225

With a copy to:

Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131-3224

Attention: Kerri Lew Barsh
Phone: 305-579-0772

If to Grantee:

City of Doral
8300 NW 53rd Street, Suite 200
Doral, Florida 33166

Attention: Yvonne Soler-McKinley,
The City Manager
Phone: (305) 593-6725

With a copy to:

City of Doral
8300 NW 53rd Street, Suite 200
Doral, Florida 33166

Attention: Eric Carpenter
Public Works Director
Phone: (305) 593-6740

With a copy to:

Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200

Attention: Jimmy Morales, Esq.

Notices shall be deemed to have been given upon receipt or refusal of delivery of said notice.

17. Severability. In the event any term or provision of this TECEA is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this TECEA shall be construed in full force and effect.

18. Exhibits. All of the Exhibits attached to this TECEA are incorporated in, and made a material part of this TECEA.

19. Cooperation. Grantor agrees to cooperate with Grantee in connection with the filing of all required permits and agrees to join in (as owner of the Grantor's Land) any applications if necessary.

20. Amendments; Termination. Subject to the other provisions hereof, this TECEA may not be amended, modified or terminated except by written agreement of all the parties hereto. Further, no modification or amendment shall be effective unless in writing and recorded in the Public Records of Miami-Dade County, Florida.

21. Entire Agreement. This TECEA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.

22. Waiver of Trial by Jury. Grantor and Grantee hereby knowingly, voluntarily and intentionally, waive trial by jury in any action brought by one against the other in connection with any matter arising out of or in any way connected with this TECEA. This waiver shall apply to any original claim, counterclaim, cross claim, or other claim of any kind asserted by either party in any such action. Neither party nor any representative of either party, including counsel, has represented to the other that it would not seek to enforce this waiver of right to jury trial in any such action. The parties acknowledge that the provisions of this section are a material inducement to their entering into this TECEA.

[The remainder of this page is intentionally left blank.]

EXECUTED as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Print Name: MAYRA SOTO


Print Name: Brandy Carnero

GRANTOR:

As to the Grantor:
Tract 33, LLC, Florida limited liability
company

By: AJP Ventures at Doral, LLC, a
Florida limited liability company,
its manager

By: 
Alberto J. Perez, its manager

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

The foregoing instrument was acknowledged before me this 20th day of January, 2010 by Tract 33, LLC, by Alberto J. Perez, Manager of AJP Ventures at Doral, LLC, the Manager of Tract 33, LLC on behalf of the Company. He/she personally appeared before me, ☒ is personally known to me or ☐ has produced _____, as identification.

[NOTARIAL SEAL]



Notary: 

Print Name: Patricia Vallejo

Notary Public, State of Florida


My commission expires: 07/14/13


Print Name: J. Mark Taxer


Print Name: Lian M. Jurkan

GRANTEE:

CITY OF DORAL, a Florida municipal corporation


By: 
Name: Yvonne Soler-McKinley
City Manager

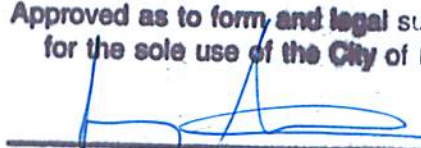
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 9 day of ^{February} January, 2010 by Yvonne Soler-McKinley, as Manager of The City of Doral, a Florida Municipal Corporation on behalf of the City. She is personally appeared before me, ☒ is personally known to me or ☐ has produced _____, as identification.

[NOTARIAL SEAL]

Notary: 
Print Name: Marylluvia Resendiz

Notary Public, State of Florida
My commission expires:  Marylluvia Resendiz
COMMISSION #DD859328
EXPIRES: FEB. 09, 2013
WWW.AARONNOTARY.com

Approved as to form and legal sufficiency
for the sole use of the City of Doral

City Attorney
Jimmy Morales
Print Name

Approved as to form and legal sufficiency
for the sole use of the City of

City Attorney

Print Name

JOINDER

LYDIAN PRIVATE BANK, a Florida banking corporation ("Lydian"), as of this 10th day of March, 2010, joined in the execution of that certain Temporary Exclusive Construction Easement Agreement, dated February 9, 2010 ("TECEA"), between Tract 33, LLC, a Florida limited liability company ("Tract 33"), and the City of Doral, a Florida municipal corporation, for the sole and limited purpose of subordinating its lien and security interest in the loan documents described below in and to the Temporary Construction Easement Parcels legally described on Exhibit "A", as attached to the TECEA:

1. Mortgage, Assignment of Leases and Rents and Security Agreement, dated June 30, 2008, executed by Tract 33 in favor of Lydian, recorded July 3, 2008 in Official Records Book 26463, at Page 2276, in the Public Records of Miami-Dade County, Florida.

2. Assignment of Leases and Rents, dated June 30, 2008, executed by Tract 33 in favor of Lydian, recorded July 3, 2008 in Official Records Book 26463, at Page 2315, in the Public Records of Miami-Dade County, Florida.

3. UCC-1 Financing Statement, recorded July 3, 2008 in Official Records Book 26463, at Page 2330, in the Public Records of Miami-Dade County, Florida.


4. UCC-1 Financing Statement filed with the Florida Secured Transaction Registry on July 2, 2008 under File No. 200808668267.

IN WITNESS WHEREOF, Lydian has caused these presents to be signed in its name by its proper officer the day and year first written above.

Witnessed by:

LYDIAN PRIVATE BANK, a Florida banking corporation


Print Name: ANTONIO ROSAS

By: 
Its: REGIONAL PRESIDENT


Print Name: Anabel Cabrera

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing joinder was acknowledged before me this 10 day of March, 2010, by Orlando Roche as Regional President of Lydian Private Bank, a Florida banking corporation. Such person is personally known to me or produced a driver's license as identification.

My Commission Expires:


NOTARY PUBLIC, STATE OF FLORIDA

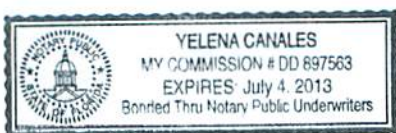


EXHIBIT "A"

Grantor's Land

**Tract 33, in Section 7, Township 53 South, Range 40 East, of
FLORIDA FRUIT LAND COMPANY'S SUBDIVISION
NO. 1, according to the Plat thereof, as recorded in Plat Book
2, at Page 17, of the Public Records of Miami-Dade
County, Florida.**

EXHIBIT "B"

The Road

Two (2) pages

NOTICE: Not full and complete without page 2 of 2.

Containing 35,273 square feet, more or less, by calculations.

CORNER of the Northeast Corner of the Southwest 1/4 of Section 7, Township 33 South, Range 40 East, Miami-Dade County, Florida, thence S01°41'11" E along the East Line of the Southwest 1/4 of said Section 7 for 35.02 feet; thence S89°35'37" W along a line parallel with and 35.00 feet South of the North Line of the Southwest 1/4 of said Section 7 for 532.74 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; said point being a Point of Curvature of a circular curve, concave to the Southwest and having for its elements a radius of 25.00 feet and a central angle of 30°55'59". thence Southwesterly along the arc of said curve for an arc distance of 238.00 feet and a central angle of 6°48'37", thence Southwesterly along the arc of said curve for an arc distance of 351.82 feet to a point on the South Line of said Tract 33; thence S89°35'37" W along the South Line of said Tract 33 for 94.11 feet to a point of Non-Tangent Intersection of a circular curve, concave to the Southwest, having a radius of 3040.00 feet from which a radial line of said curve intersects the arc of a circular curve, concave to the Southwest and having for its elements a radius of 25.00 feet and a central angle of 3°48'39", for an arc distance of 308.31 feet to a Point of Curvature of a circular curve, concave to the Southwest and having for its elements a radius of 25.00 feet and a central angle of 3°48'39", thence Northwesterly along the arc of said curve for an arc distance of 165.16 feet; thence S00°24'23" E for 35.00 feet to the Point of Beginning.

A portion of tract 33, of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", in Section 7, Township 53 South, Range 40 East, Miami-Dade County, Florida, according to Plat thereof, as recorded in Plat Book 2, of Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

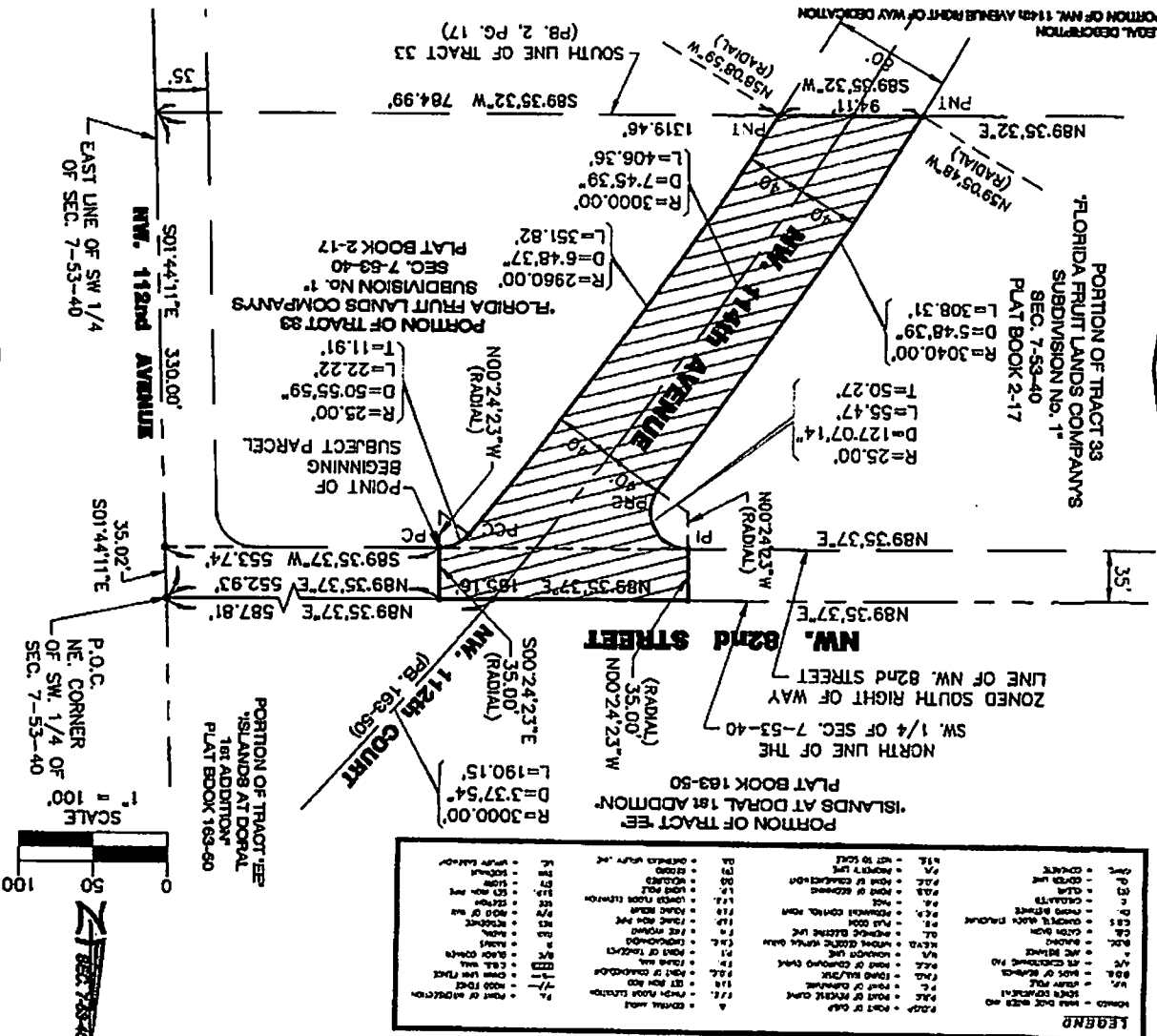


EXHIBIT A

REPORT OF ACCOMPLISHMENT DURING DECEMBER

for
City of Doral, Florida

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

for
City of Doral, Florida

EXHIBIT A

SOURCES OF DATA:

The Legal Description of the Subject Property was generated from Township Maps prepared by Miami-Dade County, Public Works Department, Engineering Division Services, for Section 7, Township 53 South, Range 40 East, Miami-Dade County, Florida.

In addition, the following sources of data were used to the extent required to complete this document in a defensible matter, that is to say:

Sketch provided by the client showing the approximate portion of Land subject to Right-of-way Dedication.

Bearings as shown hereon are based upon the Southerly Line of Tract 33, with a bearing of N89°35'32"E.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than what appears on the underlying Plat of record.

Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

LIMITATIONS:

Since no other information were furnished other than what is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this Report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear. This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

INTENDED USE/EXPRESS PURPOSES:

It is understood by the Surveyor that the intended use of this document is to dedicate a portion of said Tract 33 for Right of Way acquisition purposes.

SURVEYOR'S CERTIFICATE:

I hereby certify to City of Doral: That this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 61G17-6 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

By: _____ Date: _____

Jose Senas, P.S.M.

Professional Surveyor and Mapper LS5938

HADONNE CORP.

Land Surveyors and Mappers

Certificate of Authorization LB7097

7855 N.W. 12th Street, Suite 202

Doral, Florida 33126

305.266.1188 phone

305.207.6845 fax

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 61G17-6 of the Florida Administrative Code.

NOTICE: Not full and complete without page 1 of 2.

X:\09111 TRACT 33 in Sec. 7-53-40\dwg\Sketch and Legal Tract 33 Revised 1.dwg 12/17/2009 11:26 22 AM EST

Page 2 of 2

JOB: 09111

Page 2 of 2

Composite

EXHIBIT "C"

The Temporary Construction Easement Parcels

Six (6) Pages

A portion of tract 22, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, in Section 7, Township 33 South, Range 40 East, Miami-Dade County, Florida, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

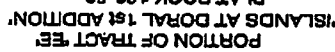
COMMENCE at the Northeast Corner of the Southwest 1/4 of Section 7, Township 33 South, Range 40 East, Miami-Dade County, Florida, thence S89°35'37"W along the North Line of the Southwest 1/4 of said Section 7, for 61.68 feet to the POINT OF BEGINNING of a 22.50 foot wide Temporary easement easement, bying 11.25 feet on each side of the following described centerline (hereinafter or extending the side lines thereof, so as to create a continuous strip of land); thence S00°24'23"E for 46.25 feet; thence S89°35'37"W for 11.25 feet to a Point of Curvature of a circular curve, concave to the Southeast and having for its elements a radius of 13.75 feet and a central angle of 95°55'59"; thence Southeasterly along the arc of said curve for an arc distance of 12.23 feet to a Point of Compound Curve of a circular curve, concave to the Southwest and having for its elements a radius of 384.48 feet to a point on the South Line of said Tract 22, said point being S89°35'32"W a distance of 77.66 feet from the point of intersection of the aforementioned centerline.

The East Line of the Southwest 1/4 of said Section 7 and also being the Point of Formation of the aforementioned centerline.

South Line of said Tract 22, said point being S89°35'32"W a distance of 77.66 feet from the point of intersection of the aforementioned centerline.

and

22.50 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT NO. 1



NO-RECORDING TAPES AND RECORDS OF NO-RECORD

for
City of Doral, Florida

LEAD

- [illegible]

721-2-1

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

for

City of Doral, Florida

EXHIBIT A

SOURCES OF DATA:

The Legal Description of the Subject Property was generated from Township Maps prepared by Miami-Dade County, Public Works Department, Engineering Division Services, for Section 7, Township 53 South, Range 40 East, Miami-Dade County, Florida.

In addition, the following sources of data were used to the extent required to complete this document in a defensible matter, that is to say:

Sketch provided by the client showing the approximate portion of Land subject to Right-of-way Dedication.

Bearings as shown hereon are based upon the Southerly Line of Tract 33, with a bearing of N89°35'32"E.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than what appears on the underlying Plat of record.

Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

LIMITATIONS:

Since no other information were furnished other than what is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this Report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

INTENDED USE/EXPRESS PURPOSES:

It is understood by the Surveyor that the intended use of this document is to dedicate a portion of said Tract 33 for a Temporary Construction Easement purposes.

SURVEYOR'S CERTIFICATE:

I hereby certify to City of Doral: That this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 61G17-6 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

By: _____ Date: _____

Jose Senas, P.S.M.

Professional Surveyor and Mapper LS5938

HADONNE CORP.

Land Surveyors and Mappers

Certificate of Authorization LB7097

7855 N.W. 12th Street, Suite 202

Doral, Florida 33126

305.266.1188 phone

305.207.6845 fax

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Page 2 of 2

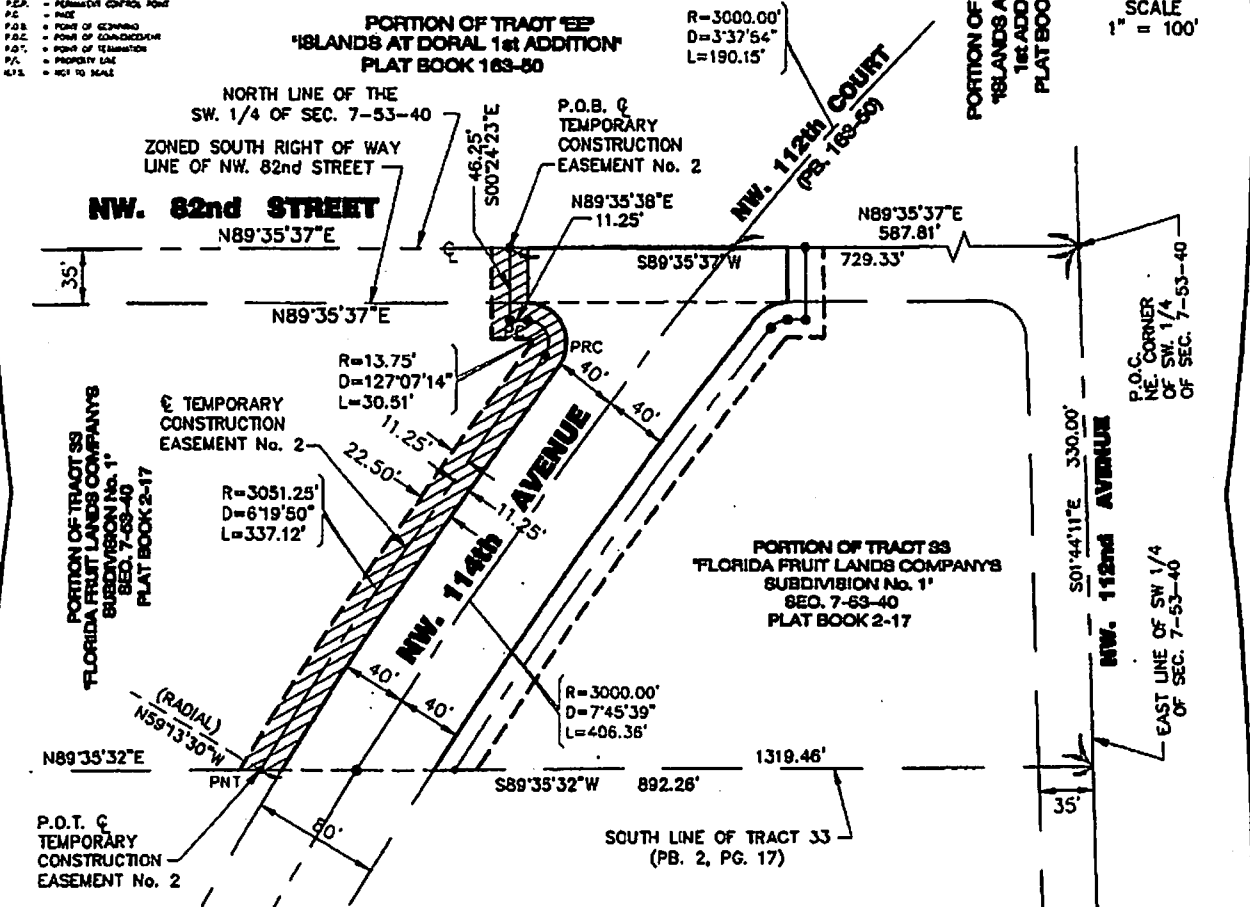
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**for
City of Doral, Florida**

LEGEND

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22.50 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT No. 2

A portion of Tract 33, of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", in Section 7, Township 53 South, Range 40 East, Miami-Dade County, Florida, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of the Southwest 1/4 of Section 7, Township 33 South, Range 40 East, Miami-Dade County, Florida, thence S89°35'37"W along the North Line of the Southwest 1/4 of said Section 7 for 729.33 feet to the POINT OF BEGINNING of a 22.50 Foot wide Temporary Construction Easement, lying 11.25 feet on each side of the following described centerline (shortening or extending the side lines thereof, so as to create a continuous strip of land); thence S00°24'23"E for 46.25 feet; thence N89°35'37"E for 11.25 feet to a Point of Curvature of a circular curve, concave to the Southwest and having for its elements a radius of 13.75 feet and a central angle of 127°07'14"; thence Southeasterly and Southwesterly along the arc of said curve for an arc distance of 30.51 feet to a Point of Reverse Curve of a circular curve, concave to the Southeast and having for its elements a radius of 3091.25 feet and a central angle of 6°19'50"; thence Southwesterly along the arc of said curve for an arc distance of 337.12 feet to a point on the South Line of said Tract 33, said point bears S89°35'32"W and a distance of 892.26 feet from the point of intersection of the South Line of said Tract 33 and the East Line of the Southwest 1/4 of said Section 7 and also being the Point of Termination of the aforementioned centerline.

Containing 9,097 square feet, more or less, by calculations.

NOTICE: Not full and complete without page 2 of 2.

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Page 3 of 6

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

for
City of Doral, Florida

EXHIBIT A

SOURCES OF DATA:

The Legal Description of the Subject Property was generated from Township Maps prepared by Miami-Dade County, Public Works Department, Engineering Division Services, for Section 7, Township 53 South, Range 40 East, Miami-Dade County, Florida.

In addition, the following sources of data were used to the extent required to complete this document in a defensible matter, that is to say:

Sketch provided by the client showing the approximate portion of Land subject to Right-of-way Dedication.

Bearings as shown hereon are based upon the Southerly Line of Tract 33, with a bearing of N89°35'32"E.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than what appears on the underlying Plat of record.

Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

LIMITATIONS:

Since no other information were furnished other than what is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this Report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

INTENDED USE/EXPRESS PURPOSES:

It is understood by the Surveyor that the intended use of this document is to dedicate a portion of said Tract 33 for a Temporary Construction Easement purposes.

SURVEYOR'S CERTIFICATE:

I hereby certify to City of Doral: That this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 61G17-6 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

By: _____ Date: _____

Jose Senas, P.S.M.
Professional Surveyor and Mapper LS5938
HADONNE CORP.
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Page 2 of 2

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Page 4 of 6

for
City of Doral, Florida

~~SECRET~~



COMMENCE at the Northeast Corner of the Southwest 1/4 of Section 7, Township 53 South, Range 40 East, Miami-Dade County, Florida, thence S01°44'11" E along the East Line of the Southwest 1/4 of said Section 7 for 35.02 feet; thence S89°35'37" W along a line parallel with and 35.00 feet South of the North Line of the Southwest 1/4 of said Section 7 for 553.74 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; said point also being a Point of Curvature of a circular curve, concave to the Southeast and having for its elements a radius of 25.00 feet and a central angle of 50°55'59"; thence Southwest along the arc of said curve for an arc distance of 22.22 feet to a Point of Compound Curve of a circular curve, concave to the Southeast and having for its elements a radius of 2980.00 feet and a central angle of 6°48'37"; thence Southwest along the arc of said curve for an arc distance of 351.82 feet to a point on the South Line of said Tract 33; thence S89°35'32" W along the South Line of said Tract 33 for 94.11 feet to a point of Non-Tangent Intersection of a circular curve, concave to the Southeast, having a radius of 3040.00 feet from which a radial line of said curve bears N59°05'48" W; thence Northeast along the arc of said curve through a central angle of 5°48'39" for an arc distance of 308.31 feet to a Point of Reverse Curve of a circular curve, concave to the Southwest and having for its elements a radius of 25.00 feet and a central angle of 127°07'14"; thence Northeast along the arc of said curve for an arc distance of 55.47 feet to a point of intersection of a radial line which bears N00°24'23" W from the center of said curve and a line parallel with and 35.00 feet South of the North Line of the Southwest 1/4 of said Section 7; thence N00°24'23" W along the prolongation of said radial line for 35.00 feet to a point on the North Line of the Southwest 1/4 of said Section 7; thence N89°35'37" E along said North Line of the Southwest 1/4 of said Section 7 for 165.16 feet; thence S00°24'23" E for 35.00 feet to the Point of Beginning.

NOTICE: Not full and complete without page 2 of 2.

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Page 5 of 6

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

for
City of Doral, Florida

EXHIBIT A

SOURCES OF DATA:

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Sketch provided by the client showing the approximate portion of Land subject to Right-of-way Dedication.

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EASEMENTS AND ENCUMBRANCES:

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Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

LIMITATIONS:

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This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

INTENDED USE/EXPRESS PURPOSES:

It is understood by the Surveyor that the intended use of this document is to dedicate a portion of said Tract 33 for Right of Way acquisition purposes.

SURVEYOR'S CERTIFICATE:

I hereby certify to City of Doral: That this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 61G17-6 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

By: _____ Date: _____

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Page 2 of 2

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Page 676