

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

DORAL COURT RETAIL INVESTMENTS, LLC, a Florida limited liability company, whose principal address is 3310 Mary Street, Suite 302, Coconut Grove, Florida 33133, and its heirs, successors and assigns (collectively, the “**Owner**”), enters into this Indemnification and Hold Harmless Agreement (the “**Agreement**”) with the CITY OF DORAL, a Florida municipal corporation, whose principal address is 8401 NW 53rd Terrace, Doral, Florida 33166 (the “**City**”), this 3 day of ~~March, 2024~~ **JUNE 2025**.

### RECITALS

WHEREAS, the Owner is the owner of the property that is located at 8700 NW 36 Street and 3737 NW 87 Avenue in the City, bearing Miami-Dade Property Appraiser Folio Numbers 35-3027-001-0245 and -0243, respectively, and legally described in Exhibit “A” attached hereto (the “**Property**”); and

WHEREAS, on October 9, 2023, the Owner applied for a text amendment to Chapter 80, Sign Regulations, of the City’s Land Development Code (the “**Chapter 80 Text Amendment Application**”), to, among other things, provide for an exception to the prohibition on off-premises signs for Media and Public Service Board Wall Signs (as defined therein) and provide regulations for same pursuant to Ordinance No. 2023-34 (the “**Chapter 80 Ordinance**”); and

WHEREAS, on January 24, 2024, the City Council adopted, on second reading, the Chapter 80 Ordinance permitting up to four (4) Media and Public Service Board Wall Signs on properties along Doral Boulevard from NW 87th Avenue to NW 79th Avenue (i.e., Central Business District) and zoned Downtown Mixed Use, including the Property, subject to certain criteria as well as City Council Special Exception approval; and

WHEREAS, it is the intent of the parties that any applicant seeking consideration, review, and deliberation by the City Council of a Special Exception to allow one or more Media and Public Service Board Wall Signs on private property in accordance with the provisions of the Chapter 80 Ordinance, shall submit to the City an Indemnification and Hold Harmless Agreement; and

WHEREAS, pursuant to the Chapter 80 Ordinance, the Owner has applied for and is seeking City Council Special Exception approval of two (2) Media and Public Service Board Wall Signs on the Property (the “**Special Exception Application**”); and

WHEREAS, on March 20, 2024, the City Council considered the Special Exception Application pursuant to Resolution No. 24-59; and

WHEREAS, the Owner freely, voluntarily, and without duress agrees to enter into this Agreement, approved by the City Attorney’s Office, in connection with the approval of the Special Exception Application for the Property; and

NOW, THEREFORE, in consideration of the above premises, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner hereby agrees as follows:

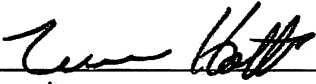
1. Recitals and Definitions. The recitals set forth above are true and correct and they are incorporated herein by this reference.
2. Effective Date. The effective date of this Agreement shall be March 20, 2024.
3. Indemnification. Owner hereby agrees to indemnify and hold harmless and release and discharge the City, its employees, agents and personnel from any and all liability, obligations, damages, penalties, claims, actions, judgments, settlements, costs, liens, charges and expenses, including but not limited to, reasonable fees and costs for attorneys and other professionals (collectively, “Losses”), which may be imposed upon, arising out of, incurred by or asserted against the City exclusively by reason of the City’s approval of the two (2) Media and Public Service Board Wall Signs on the Property, along the north (NW 36th Steet) and the west (NW 87th Avenue) façades pursuant to the Special Exception Application (collectively, “Claims” and each, a “Claim”).
4. Indemnification Procedures. The City shall give the Owner prompt written notice (a “Claim Notice”), in no event more than ten (10) days of becoming aware of a Claim, of any Losses or discovery of facts on which the City intends to base a request for indemnification under Section 3. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time). The City shall furnish promptly to Owner copies of all papers and official documents received with respect to any Losses. All indemnification obligations in this Agreement are conditioned upon the City:
  - a. promptly delivering the Claim Notice and related documents under this Section 4;
  - b. allowing Owner, if Owner so requests, to appoint counsel of the Owner’s choice to represent the City in any Claim; provided, however, that such counsel shall be reasonably satisfactory to the City;
  - c. allowing Owner, if Owner so requests, to undertake, conduct, and control, through the legal counsel selected pursuant to subsection 4.b., the defense, appeal, or settlement of any Claim or third-party claim that is reasonably likely to give rise to a Claim under Section 3;
  - d. cooperating with Owner in the defense of any such Claim or liability and any related settlement negotiations; and
  - e. not compromising or settling any Claim or liability related thereto without prior written consent of Owner.

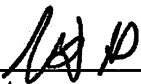
5. Sole Remedy. SECTION 3 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF THE INDEMNIFYING PARTY (OWNER) AND THE SOLE AND EXCLUSIVE REMEDY FOR THE INDEMNIFIED PARTY (CITY) FOR ANY DAMAGES COVERED UNDER SECTION 3.
6. Miscellaneous. If any provision of this Agreement, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of this Agreement or the application of such other provisions shall not be affected. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document. This Agreement shall be governed by and interpreted under the laws of the State of Florida. Any action or proceeding against any of the parties hereto relating in any way to this Agreement or the subject matter hereof shall be brought and enforced exclusively in a State of Florida court of competent jurisdiction located in Miami-Dade County, Florida and the parties hereto consent to the exclusive jurisdiction of such courts in respect of any such action or proceeding. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and may not be amended except by a written instrument signed by both parties. Any prior negotiations, discussions, agreements or understandings with respect to the subject matter hereto are merged into this Agreement and shall not survive.

[signature pages follow]

IN WITNESS WHEREOF, the Owner has caused this Agreement to be duly executed by its authorized representative.

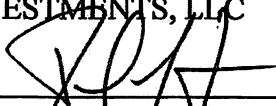
**Witnesses:**

  
Signature  
William Holtz  
Print Name  
Address: 3310 Mary Street, Suite 302  
Coconut Grove, FL 33133

  
Signature  
NICOLAS HEPPNER  
Print Name  
Address: 3310 Mary Street, Suite 302  
Coconut Grove, FL 33133

**Owner:**

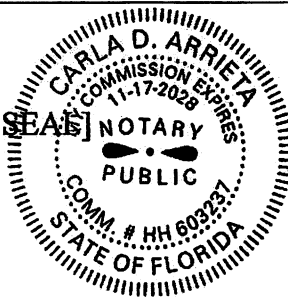
DORAL COURT RETAIL  
INVESTMENTS, LLC

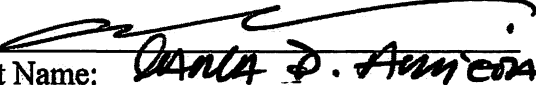
By:   
Name: David Martin  
Title: Manager

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 02 day of January, 2024, by David Martin, as Manager of DORAL COURT RETAIL INVESTMENTS, LLC, a Florida limited liability company (the "Company"), on behalf of the Company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]




  
Print Name: Carla D. Arrieta  
Notary Public, State of Florida  
Commission #: HH 603237  
My Commission Expires: 11/17/28



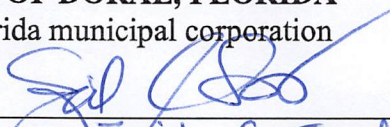
**CITY:**

**ATTEST:**

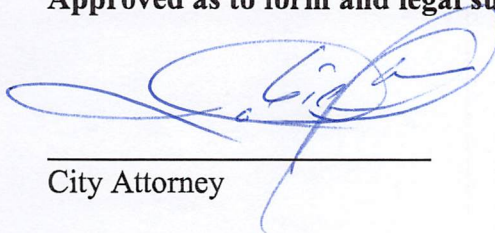
  
\_\_\_\_\_  
City Clerk

**CITY OF DORAL, FLORIDA**

A Florida municipal corporation

By:   
Print name: Zeida C. Sardinas  
Title: City Manager

**Approved as to form and legal sufficiency for execution:**

  
\_\_\_\_\_  
City Attorney

6/3/25  
Date

**EXHIBIT "A"**

FOLIO NO. 35-3027-001-0245

PARCEL 1 (PHASE I):

A PORTION OF THE WEST 847.72 FEET OF TRACT 29, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, IN SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST, 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 A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 29 AT A DISTANCE OF 55.03 FEET ON A BEARING OF NORTH 89°57'45.1" EAST, FROM THE SOUTHWEST CORNER THEREOF, THENCE PROCEED NORTH 01°50'30" WEST ALONG A LINE THAT IS PARALLEL TO AND 55.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO THE WEST BOUNDARY OF SAID TRACT 29, SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF N. W. 87TH AVENUE, FOR A DISTANCE OF 279.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 01°50'30" WEST, ALONG THE EAST RIGHT OF WAY LINE OF N. W. 87TH AVENUE, FOR A DISTANCE OF 321.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE PROCEED NORTHWESTERLY, NORTHERLY, NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 100°22'44.7" FOR A DISTANCE OF 43.80 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1964.86 FEET, SAID POINT BEARING SOUTH 08°32'14.7" WEST FROM THE CENTER OF SAID CURVE; THE FOLLOWING TWO (2) COURSES ARE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF N.W. 36TH STREET (DORAL BOULEVARD): (1) THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE; THROUGH A CENTRAL ANGLE OF 08°33'22" FOR A DISTANCE OF 293.42 FEET TO A POINT OF TANGENCY, SAID POINT BEARING SOUTH 00°01'07.4" EAST FROM THE CENTER OF SAID CURVE; (2) THENCE PROCEED NORTH 89°58'53" EAST FOR A DISTANCE OF 190.26 FEET TO A POINT; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 00°21'28" EAST ALONG A LINE THAT IS PARALLEL TO AND 42.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE LANDS DESCRIBED IN PARTIAL RELEASE OF UNITIES OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 22183, PAGE 4630, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A DISTANCE OF 297.15 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID PARTIAL RELEASE OF UNITIES OF TITLE; THENCE SOUTH 43°29'25" WEST, FOR A DISTANCE OF 50.94 FEET; THENCE NORTH 87°55'27" WEST, FOR A DISTANCE OF 248.30 FEET; THENCE NORTH 89°59'38" WEST, FOR A DISTANCE OF 219.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 168,255 SQUARE FEET OR 3.86 ACRES MORE OR LESS.

FOLIO NO. 35-3027-001-0243

PARCEL 2 (PHASE II):

A PORTION OF THE WEST 847.72 FEET OF TRACT 29, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, IN SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST, 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:

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CONTAINING 52,599 SQUARE FEET OR 1.21 ACRES MORE OR LESS.

PARCEL 3:

INGRESS AND EGRESS EASEMENTS AS SET FORTH IN THAT CERTAIN RESTRICTIVE COVENANT CREATING A NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND USE OF DRIVE-WAY RECORDED IN OFFICIAL RECORDS BOOK 12099, PAGE 1440, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 4:

EASEMENTS FOR INGRESS, EGRESS AND UTILITIES AS SET FORTH IN THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 30683, PAGE 4929, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

This Instrument was Prepared by:

Name: Vanessa Madrid, Esq.  
Address: Holland & Knight LLP  
701 Brickell Avenue  
Suite 3300  
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

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**DECLARATION OF RESTRICTIVE COVENANTS**  
**(Media and Public Service Board Wall Signs)**

***WHEREAS***, Doral Court Retail Investments, LLC, a Florida limited liability company (the “Owner”) owns the property located on the southeast corner of Doral Boulevard and NW 87 Avenue or 8600 NW 36 Street in the City of Doral, Florida (the “City”), and legally described in Exhibit “A” attached hereto (the “Property”); and

***WHEREAS***, on April 25, 2018, the City Council pursuant to Ordinance No. 2018-08 (the “Ordinance”) approved the rezoning of the Property from Industrial Commercial (IC) to Downtown Mixed-Use (DMU); and

***WHEREAS***, the Ordinance and related project approvals established a development program for the Property consisting of up to 155,000 sq. ft. of business/retail (shopping center) uses, and up to 150,000 sq. ft. of office and ancillary uses; and

***WHEREAS***, the Owner has requested approval of a Special Exception application (the “Special Exception Application”) to allow two (2) Media and Public Service Board Wall signs pursuant to City Code Section 80-258(a)(2)(b) (the “Media Wall Signs”); and

***WHEREAS***, on March 20, 2024, the City Council considered the Special Exception Application pursuant to Resolution No. 24-59; and

***NOW, THEREFORE***, in order to assure the City that the representations made by the Owner in consideration of the Special Exception Application will be abided by, the Owner, freely, voluntarily, and without duress, makes the following Declaration of Restrictive Covenants restricting the Media Wall Signs from displaying political or campaign messages, signs or advertisements (the “Declaration”):

**1. Definitions.** For the purposes hereof the term political signs shall have the following meaning:

“Political sign” means a sign, campaign message or political advertisement designed, used, or intended to induce voters to vote for either the passage or defeat of a measure appearing on the ballot of any election, or for either the election or defeat of a candidate for nomination or election to any public office in any election.



## **2. Owner Covenants.**

1.1. Owner represents and warrants that Owner is the fee title owner of the Property.

1.2. Owner shall not allow Political Signs to be displayed on the two (2) Media Wall Signs on the Property.

1.3. Owner hereby covenants and agrees that the Media Wall Signs shall be held, conveyed, leased, rented, used, occupied, sold, and improved, subject to this Declaration. All of covenants, conditions, and restrictions set forth herein shall constitute covenants which shall run with the land and shall be binding upon Owner and its successors and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property.

1.4. Owner represents and warrants that it will maintain the Media Wall Signs and keep them in good repair with full functionality for their intended purpose.

**3. Specifications.** The proposed Media Wall Signs shall be consistent with the proposed sign placement and dimensions approved by the City.

**4. Chapter 14, Article IV of the Doral Code of Ordinances.** With the exception of the Media Wall Signs which are prohibited from displaying Political Signs, the Property shall be subject to and will comply with Chapter 14, Article IV of the Doral Code of Ordinances which regulates Political Signs.

**5. Severability.** Should any provision, section, paragraph, sentence, clause, or word of this Declaration be rendered or declared invalid or ineffective by any final action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, clauses and words of this Declaration shall remain in full force and effect.

**6. Term.** This Declaration shall remain in effect in perpetuity, shall run with the Property regardless of ownership or use, and is binding upon all subsequent declarants, their heirs, executors, administrators, successors, representatives, devisees, and assigns, as the case may be, as long as Media Wall Signs are located on the Property, unless released in writing by the then owners of the Property and the City Manager or its designee, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.

**7. Modification, Amendment, Release.** This Declaration may be modified, amended, or released as to the Property, or any portion thereof, by a written instrument executed by the then owner(s) of the Property, provided that the same is also approved by the City Manager or its designee.

**8. Recordation and Effective Date.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owner. This Declaration shall become effective immediately upon recordation.

IN WITNESS WHEREOF, the Owner has executed this Declaration of Restrictions as of this 2nd day of January, 2024.

**Witnesses:**

[Signature]  
Signature  
William Holtz  
Print Name  
Address: 3310 Mary Street, Suite 302  
Coconut Grove, FL 33133

[Signature]  
Signature  
NICOLAS HEPANEL  
Print Name  
Address: 3310 Mary Street, Suite 302  
Coconut Grove, FL 33133

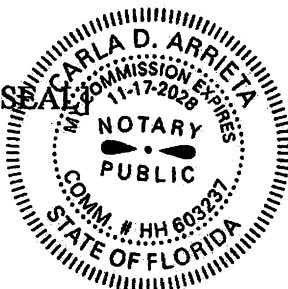
**Owner:**

DORAL COURT RETAIL  
INVESTMENTS, LLC

By: [Signature]  
Name: David Martin  
Title: Manager

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 02<sup>nd</sup> day of January, 2024, by David Martin, as Manager of DORAL COURT RETAIL INVESTMENTS, LLC, a Florida limited liability company (the "Company"), on behalf of the Company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]  [Signature]  
Print Name: Carla D. Arrieta  
Notary Public, State of Florida  
Commission #: HH 603237  
My Commission Expires: 11/17/28

**EXHIBIT "A"**

FOLIO NO. 35-3027-001-0245

PARCEL 1 (PHASE I):

A PORTION OF THE WEST 847.72 FEET OF TRACT 29, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, IN SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST, 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:

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CONTAINING 168,255 SQUARE FEET OR 3.86 ACRES MORE OR LESS.

FOLIO NO. 35-3027-001-0243  
PARCEL 2 (PHASE II):

A PORTION OF THE WEST 847.72 FEET OF TRACT 29, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, IN SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST, 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:

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PARCEL 4:

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