CFN: 20230430404 BOOK 33762 PAGE 991 DATE:06/23/2023 11:02:52 AM JUAN FERNANDEZ-BARQUIN CLERK OF THE COURT & COMPTROLLER MIAMI-DADE COUNTY, FL

AGREEMENT FOR MAINTENANCE OF IMPROVEMENTS WITHIN THE NW 47 STREET RIGHT-OF-WAY

This Agreement is made an entered into this __9_ day of _____, 2023 (the "Effective Date"), by and between the City of Doral, Florida (the "City"), and BTC IV Downtown Doral, LLC, a Delaware limited liability company (the "Owner").

RECITALS

WHEREAS, the Owner is the owner of certain real property located in the City, which real property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("Property"); and

WHEREAS, as part of the development of the Property, the Owner has submitted to the City that certain site plan entitled "LMC Doral" as prepared by Dorsky+ Yue International, LLC dated stamped received January 4, 2021, consisting of 25 sheets, which provide for installation of a retaining wall and certain private facilities, including Florida Power and Light (FPL) utility fixtures and water and sewer laterals, situated within the public right-of-way on NW 47 Street (the "Roadway") as shown in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof (collectively, the "Improvements");

WHEREAS, the Owner has agreed to assume the maintenance responsibility for the Improvements;

WHEREAS, the City and the Owner desire to ensure that the Improvements are regularly maintained;

WHEREAS, the Owner has agreed to maintain the Improvements referenced in this Agreement as part of its maintenance responsibilities; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, receipt, sufficiency, and adequacy of which is hereby acknowledged, and subject to the terms and conditions hereof, the parties to this Agreement agree as follows:

- 1. <u>Recitals</u>. The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.
- 2. <u>Description of Improvements</u>. As defined hereinabove, the Improvements shall consist of private facilities, including a retaining wall, Florida Power and Light (FPL) utility fixtures and water and sewer laterals, in certain areas located within the Roadway abutting the Property, as shown in Exhibits B-1 and B-2 attached hereto.
- 3. <u>Maintenance of Improvements</u>. The Owner agrees to maintain inspect, resurface, and repair, when necessary, the Improvements installed within the de licated right-of-way. If it becomes necessary for the City to make repairs or maintain the Improvements, including

- restoration of the street by reason of the Owner's failure to do so, such expense shall be paid by the Owner or shall constitute a lien against the Property until paid.
- 4. <u>Enforcement.</u> If at any time it shall come to the attention of the City that the Improvements are not being maintained pursuant to the terms of this Agreement, the City shall issue a written notice that a deficiency or deficiencies exist(s), by citing the Owner with a written warning or notice of violation. Thereafter, the Owner shall have sixty (60) calendar days to correct the cited deficiency or deficiencies.
- 5. Notice. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO THE CITY: City of Doral

Public Works Department 8401 NW 53rd Terrace Doral, Florida 33166

Attention: Public Works Director

With a copy to: City of Doral

City Attorney's Office 8401 NW 53rd Terrace Doral, Florida 33166

AS TO THE OWNER: BTC IV Downtown Doral, LLC

401 NE 4th Street

Suite 203

Fort Lauderdale, Florida 33301

With a copy to: Holland & Knight LLP

701 Brickell Avenue, Suite 3000

Miami, Florida 33131

Attention: Vanessa Madrid, Esq.

- 6. <u>Indemnification</u>. The Owner does hereby agree to indemnify and hold the City harmless from any and all liability, which may arise by virtue of the City permitting the installation of the Improvements within the Roadway except to the extent caused by the negligence or willful acts of the City or its employees, contractors and agents. Nothing herein shall waive any part of the City's sovereign immunity.
- 7. <u>Termination</u>. In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the City may terminate this Agreement at any time for any reason in its sole discretion by providing at least thirty (30) days written notice to the Owner of its intent to terminate this Agreement pursuant to this provision. Should the City terminate this Agreement as set forth herein, the City shall thereafter be responsible

- for the maintenance of the Improvements. The Owner shall not be permitted to cancel or terminate this Agreement for any reason without the written consent of the City; the sole remedy of Owner as against City shall be for injunctive relief.
- 8. <u>Term of Agreement</u>. This Agreement shall be effective for thirty (£0) years and thereafter shall renew automatically for extension terms of ten (10) years each, unless otherwise terminated by mutual written agreement of the parties.
- 9. <u>Binding Effect</u>. The undersigned further agrees that these conditions shall be deemed an agreement running with the land in favor of the City and shall remain in full force and effect and be binding on the undersigned, his/their heirs and assigns, until such time as this obligation has been cancelled by and affidavit filed in the Public Records of Miami-Dade County, Florida by the Director of the City's Public Works Department (or his/her fully authorized representative).
- 10. Entire Agreement. The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between the parties and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.
- 11. Amendment and Waiver. This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.
- 12. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.
- 13. <u>Controlling Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of this Agreement and Florida law, the laws of Florida shall prevail.
- 14. Successors and Assigns. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Owner and the Ci y, their successors and assigns, and shall likewise burden each party according to the terms hereof.
- 15. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original and all collectively deemed one instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed, executed and acknowledged of Miami-Dade County, Florida.	on this $24^{\frac{4}{12}}$ day of $Apri$, 2023 in
Signed, Sealed, Attested and Delivered in our presence	BTC IV Downtown Doral, LLC, a Delaware limited liability company
Witness Printed Name	McCarly Day - Via Resulve
Witness AS on Gradian Witness Printed Name	_
STATE OF FLORIDA)) ss: CITY OF Fort Lauderdale)	
or online notarization, this $\frac{24^n}{100}$ day of	wledged before me by means of physical presence April , 2023, by Machely Physical presence no Doral, LLC, a Delaware limited liability company, who is personally known to me or who has produced as identification.
[NOTARIAL SEAL]	Print Name: DAKIN WOIFE Notary Public, State of Florida Commission #: // /2265
DARIN WOLFE MY COMMISSION # HH12285 EXPIRES: August 09, 2024	My Commission Expires: 3/3/24

CITY OF DORAL, FLORIDA		
ATTEST:	_	
	By: BH	
P ~ ~ ?	City Manager	
Could		
City Clerk		
APPROVED AS TO FORM:		
Valerie Vicente		
City Attorney		
STATE OF FLORIDA)		
) ss:		
CITY OF Doral		
The foregoing instrument was acknow online notarization, this 19 day of 1000, who are personally known to me or who has pras identification.	rledged before me by means of physical presence or 2023, by City Manager, City Cler; and Mayor, respectively roduced	
	\bigcirc 0 0	
DIOTADIAL GEALL	(Lunderel	
[NOTARIAL SEAL]	Print Name: Oron (NEO) (S) Notary Public, State of Florida	
	Commission #: HH 346245	
Junio DANA ARENAS TILLE	My Commission Expires: 01 0412027.	
MY COMMISSION EXPIRES 1-4-2027 OF FLORER MANUAL MA		
OF FLORIDA		

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Folio Number: 35-3022-000-0014

A portion of REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43, Page 71, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest comer of Tract A of WHITE VIEW SUBDIVISION, according to the plat thereof as recorded in Plat Book 157, Page 18, of the Public Records of Miami-Dade County, Florida, said point being on the arc of a circular curve to the left, concave to the Southwest, a radial line from said point bears South 86'01'08" West; the next described four (4) courses and distances being along the Easterly right of way line of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof as recorded in Plat Book 104, Page 93, of the Public Records of Miami-Dade County, Florida; 1) thence Northerly along the arc of said curve, having for its elements a radius of 1949.86 feet, through a central angle of 03'05'02" for an arc distance of 104.95 feet to a point of tangency; 2) thence North 07'03'54" West for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; 3) thence Northerly along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07'03'54" for an arc distance of 136.37 feet to a point of tangency, 4) thence North for a distance of 123.72 feet to the POINT OF BEGINNING of the hereinafter described parcel of land: thence North 13'29'45" East for a distance of 51.42 feet; thence North, along a line 12.00 feet East of and parallel with the said Easterly right of way line of NW 87th Avenue, for a distance of 45.01 feet; thence South 88'36'17" East for a distance of 215.84 feet to a point of curvature of a circular curve to the left, concave to the Northwest; thence Southeasterly and Easterly along the arc of said curve, having for its elements a radius of 39.00 feet, through a central angle of 1512'13" for an arc distance of 10.35 feet to a point of reverse curvature of a circular curve to the right, concave to the Southeast; thence Easterly and Southeasterly along the arc of said curve, having for its elements a radius of 61.00 feet, through a central angle of 1512'13" for an arc distance of 16.19 feet to a point of tangency; thence South 88'36'17" East for a distance of 139.16 feet; thence South 01'23'43" West for a distance of 127.00 feet; thence North 88'36'17" West for a distance of 364.74 feet: thence North 41'26'45" West for a distance of 38.49 feet to the POINT OF BEGINNING.

TOGETHER WITH: Folio Number: 35-3022-000-0016

A portion of REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43, Page 71, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest comer of Tract A of WHITE VIEW SUBDIVISION, according to the plat thereof as recorded in Plat Book 157, Page 18, of the Public Records of Miami-Dade County, Florida, said point being on the arc of a circular curve to the left, concave to the Southwest, a radial line from said point bears South 86'01'08" West; the next described four (4) courses and distances being along the Easterly right of way line of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof as recorded in Plat Book 104, Page 93,

of the Public Records of Miami-Dade County, Florida; 1) thence Northerly along the arc of said curve, having for its elements a radius of 1949.86 feet, through a central argle of 03'05'02" for an arc distance of 104.95 feet to a point of tangency, 2) thence North 07'03'54" West for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; 3) thence Northerly along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07'03'54" for an arc distance of 136.37 feet to a point of tangency 4) thence North for a distance of 123.72 feet; thence North 13'29'45" East for a distance of 5 .42 feet; thence North, along a line 12.00 feet East of and parallel with the said Easterly right of way line of NW 87th Avenue, for a distance of 45.01 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence South 88'36'17" East for a distance of 215.84 feet to a point of curvature of a circular curve to the left, concave to the Northwest; thence Southeasterly and Easterly along the arc of said curve, having for its elements a radius of 39.00 feet, through a central angle of 1512'13" for an arc distance of 10.35 feet to a point of reverse curvature of a circ lar curve to the right, concave to the Southeast; thence Easterly and Southeasterly along the arc of said curve, having for its elements a radius of 61.00 feet, through a central angle of 1512'13" for an arc distance of 16.19 feet to a point of tangency thence South 88'36'17" East for a distance of 139.16 feet; thence North 0173'43" East for a distance of 51.57 feet; thence North 88'36'17" West, along a line parallel with and 148.29 feet South of the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of Section 22, Township 53 South, Range 40 East, Miami-Dade Count, Florida for a distance of 382.57 feet to its intersection with the Easterly right of way line of NV 87th Avenue; thence South, along the last described line for a distance of 55.09 feet to the POI IT OF BEGINNING.

TOGETHER WITH:

RIGHT-OF-WAY PARCEL

A portion of that certain Right-of-way dedicated by plat of "Downtown Doral South", according to the plat thereof as recorded in Plat Book 173, Page 23, of the Public Fecords of Miami-Dade County, Florida, Closed, Vacated and Abandoned by Final Plat Resolution No. 21-002 and being more particularly described as follows:

COMMENCE at the Northwest comer of Tract A of WHITE VIEW SUBDIVISION, according to the plat thereof as recorded in Plat Book 157, Page 18, of the Public Fecords of Miami-Dade County, Florida, said point being on the arc of a circular curve to the left, concave to the Southwest. a radial line from said point bears South 86'01'08" West; the next described four (4) courses and distances being along the Easterly right of way line of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof as recorded in l'lat Book 104, Page 93, of the Public Records of Miami-Dade County, Florida; 1) thence Northerly along the arc of said curve, having for its elements a radius of 1949.86 feet, through a central angle of 03'05'02" for an arc distance of 104.95 feet to a point of tangency; 2) thence North 0T03'54" West for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concare to the East; 3) thence Northerly along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07'03'54" for an arc distance of 136.37 feet to a point of tangency; 4) thence North for a distance of 123.72 feet to the POINT OF BEGINNING of the here inafter described Rightof-way Parcel; thence North 1329'45" East for a distance of 51.42 feet; thence North, along the Easterly Right-of-way line of NW 87th Avenue, for a distance of 100.10 feet; thence North 88'36'17" West, along a line parallel with and 148.29 feet South of the No.th line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of Section 22, Township 5? South, Range 40 East,

Miami-Dade County, Florida for a distance of 12.00 feet to a point on a line parallel with and 40.00 feet East of the West Line of the Southwest 1/4 of said Section 22; thence South, along the last described Line for a distance of 150.39 feet to the POINT OF BEGINNING.

ALSO KNOWN AS:

A portion of REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43, Page 71, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest comer of Tract A of WHITE VIEW SUBDIVISION, according to the plat thereof as recorded in Plat Book 157, Page 18, of the Public Records of Miami-Dade County, Florida, said point being on the arc of a circular curve to the left, concave to the Southwest, a radial line from said point bears South 86'01'08" West; the next described four (4) courses and distances being along the Easterly right of way line of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof as recorded in Plat Book 104, Page 93, of the Public Records of Miami-Dade County, Florida; 1) thence Northerly along the arc of said curve, having for its elements a radius of 1949.86 feet, through a central angle of 03'05'02" for an arc distance of 104.95 feet to a point of tangency, 2) thence North 07'03'54" West for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; 3) thence Northerly along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07'03'54" for an arc distance of 136.37 feet to a point of tangency; 4) thence North for a distance of 123.72 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence North 1379'45" East for a distance of 51.42 feet; thence North, along the Easterly Right-of-way line of NW 87th Avenue, for a distance of 100.10 feet; thence South 88'36'17" East, along a line parallel with and 148.29 feet South of the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida for a distance of 382.57 feet to the Westerly Right-of-way line of N.W. 85th AVENUE; thence South 0173'43" West, along the last described line for a distance of 178.57 feet; thence North 88'36'17" West for a distance of 364.74 feet; thence North 41'26'45" West for a distance of 38.49 feet to the POINT OF BEGINNING.

TOGETHER WITH:

RIGHT-OF-WAY PARCEL

A portion of that certain Right-of-way dedicated by plat of "Downtown Doral South", according to the plat thereof as recorded in Plat Book 173, Page 23, of the Public Records of Miami-Dade County, Florida, Closed, Vacated and Abandoned by Final Plat Resolution No. 21-002 and being more particularly described as follows:

COMMENCE at the Northwest comer of Tract A of WHITE VIEW SUBDIVISION, according to the plat thereof as recorded in Plat Book 157, Page 18, of the Public Records of Miami-Dade County, Florida, said point being on the arc of a circular curve to the left, concave to the Southwest, a radial line from said point bears South 86'01'08" West; the next described four (4) courses and distances being along the Easterly right of way line of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof as recorded in Plat Book 104, Page 93, of the Public Records of Miami-Dade County, Florida; 1) thence Northerly along the arc of said curve, having for its elements a radius of 1949.86 feet, through a central angle of 03'05'02" for an

arc distance of 104.95 feet to a point of tangency, 2) thence North 07'03'54" West for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; 3) thence Northerly along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07'03'54" for an arc distance of 136.37 feet to a point of tangency; 4) thence North for a distance of 123.72 feet to the POINT OF BEGINNING of the herein after described Right-of-way Parcel; thence North 13'29'45" East for a distance of 51.42 feet; thence North, along the Easterly Right-of-way line of NW 87th Avenue, for a distance of 100.10 feet; thence North 88'36'17" West, along a line parallel with and 148.29 feet South of the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida for a distance of 12.00 feet to a point on a line parallel with and 40.00 feet East of the West Line of the Southwest 1/4 of said Section 22; thence South, along the last described Line for a distance of 150.39 feet to the POINT OF BEGINNING.

EXHIBIT B

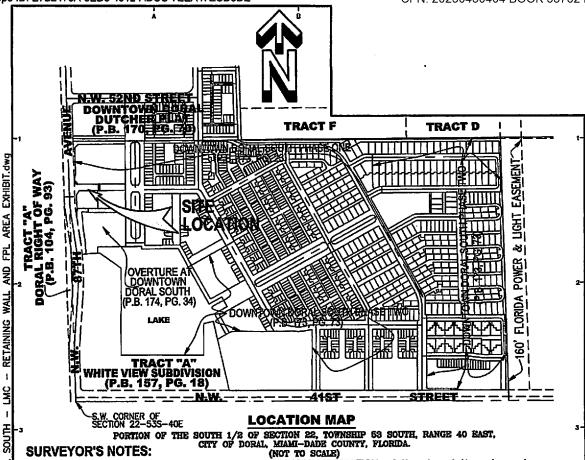
IMPROVEMENTS

A PORTION OF REVISED PLAT OF ORIZABA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, AT PAGE 71, OF THE PUBLIC RECORDS OF MIAMIDADE COUNTY, FLORIDA, LYING IN THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, AND A PORTION OF THAT CERTAIN DEDICATED RIGHT-OF-WAY FOR N.W. 87TH AVENUE AND N.W. 51ST TERRACE AS DEDICATED BY PLAT OF DOWNTOWN DORAL SOUTH PHASE ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 173, AT PAGE 23, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TO BE CLOSED, VACATED AND ABANDONED, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2, OF THE NORTHWEST 1/4, OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S88°36'17"E, ALONG THE NORTH LINE THE SOUTH 1/2, OF THE NORTHWEST 1/4, OF THE SOUTHWEST 1/4 OF SAID SECTION 22 FOR A DISTANCE OF 40.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF N.W. 87TH AVENUE AS PER OFFICIAL RECORDS BOOK 7118, PAGE 312, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE S88°36'17"E, ALONG SAID NORTH LINE OF THE SOUTH 1/2, OF THE NORTHWEST 1/4, OF THE SOUTHWEST 1/4 OF SAID SECTION 22, SAID LINE BEING COINCIDENT WITH THE SOUTH LINE OF DOWNTOWN DORAL DUTCHER PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A DISTANCE OF 398.18 FEET TO ITS INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WESTERLY RIGHT-OF-WAY LINE OF N.W. 85TH AVENUE AS PER PLAT OF DOWNTOWN DORAL SOUTH PHASE ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 173, AT PAGE 23, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S01°23'43"W, ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 326.86 FEET TO ITS INTERSECTION WITH THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF N.W. 47TH STREET; THE NEXT DESCRIBED TWO (2) COURSES AND DISTANCES BEING ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE FOR N.W. 47TH STREET; 1) THENCE N88°36'17"W FOR A DISTANCE OF 364.74 FEET; 2) THENCE N41°26'45"W FOR A DISTANCE OF 38.49 FEET TO ITS INTERSECTION WITH THE SAID EAST RIGHT-OF-WAY LINE OF N.W. 87TH AVENUE AS PER OFFICIAL RECORDS BOOK 7118, PAGE 312, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH, ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 298.72 FEET TO THE POINT OF BEGINNING.

EXHIBIT B-2

IMPROVEMENTS



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 Bearings shown hereon are based on recorded value of N88'36'17"W, along the South Line of Tract "A", as shown on Approved Tentative Plat No.24523, Miami-Dade County Public Works Department.

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 TITLE COMMITMENT 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-17.052. Florida Administrative Code, and conforms to the Standards of Practices set forth by the Florida Board of Land Surveyors and Mappers pursuant to Section 472.027, Florida Statutes.

Ford, Armenteros & Fernandez, Inc. LB #6557

Date: MARCH 13th, 2023 Revision 1:

DOWNTOWN

16551

ATS/

Digitally signed by Ricardo Rodriguez Date: 2023.03.13 10:29:41 -04'00'

By: Ricardo Rodriguez, P.S.M., for the firm Professional Surveyor and Mapper State of Florida, Registration No. 5936

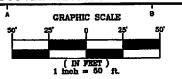
DOWNTOWN DORAL SOUTH MULTIFAMILY - EXHIBIT



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

THE OF PROJECTS EXI-	IBIT & LEGAL DESCRIPT	ION
SHET MANS LOC	CATION MAP AND SURVE	YOR'S NOTES
REPARED FOR LEN	INAR MULTIFAMILY COM	MUNITIES
DEAM SE R.RODRIGI	JEZ CATE MARCH 13th, 2023	SOLE
DWG. CHECKED GY:	SCALE: AS SHOWN	1
CHECKED BY:	PROJECT NO. 141046-5808	, c 2 page





LEGAL DESCRIPTION:

A PORTION OF PARCEL 1 OF THAT LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3348: PAGE 574, BEING A PORTION OF REVISED PLAT OF ORIZABA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, AT PAGE 71, ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTH AND WESTERLY CORNER OF TRACT "C", OF "OVERTURE AT DOWNTOWN DORAL SOUTH", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 174, AT PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N13"35"56"E FOR A DISTANCE OF 1.30 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS \$85"16"49"W; THENCE 90.11 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAWING A RADIUS OF 1,093.92 FEET AND A CENTRAL ANGLE OF 04"43"11" TO A POINT OF INTERSECTION WITH A TANGENT LINE; THENCE NOO"00"00"E (DUE NORTH) FOR 95.10 FEET; THENCE \$88"36"17"E FOR A DISTANCE OF 12.33 FEET TO A POINT OF CUSP WITH A CURVE, A RADIAL LINE TO SAID CURVE BEARS SO1"23"43"W, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE 38.66 FEET NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 88"36"17" TO A POINT OF INTERSECTION WITH A TANGENT LINE; THENCE NOO"00"00"E (DUE NORTH) FOR 3.84 FEET; THENCE \$41"26"45"E FOR 38.49 FEET; THENCE NO8"36"17"W FOR 1.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 233 SQUARE FEET MORE OR LESS

SOUTH

DORAL

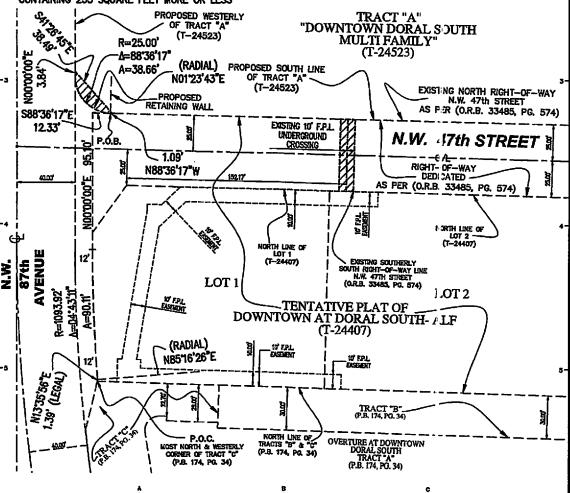
DOWNTOWN

MULTIFAMILY\14046-5808

SOUTH

DOWNTOWN

PLATS\1



DOWNTOWN DORAL SOUTH MULTIFAMILY - EXHIBIT



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

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