

**FOURTH AMENDMENT TO
PARKING GARAGE LEASE AND DEVELOPMENT AGREEMENT**

This Fourth Amendment to Parking Garage Lease and Development Agreement (“**Fourth Amendment**”), effective as of the date this Fourth Amendment is fully executed by all parties (“**Effective Date**”), is between **THE CITY OF CORAL GABLES**, a Florida municipal corporation (“**City**”) and **THE PALACE MANAGEMENT GROUP, LLC**, a Florida limited liability company (“**Developer**”).

RECITALS

City and Developer have entered into the following agreements pertaining to the leasing and development of certain real property located in the City of Coral Gables, Florida (“**Garage Property**”):

- (i) Parking Garage Lease and Development Agreement dated as of July 14, 2008;
- (ii) First Amendment to Parking Garage Lease and Development Agreement, dated as of June 12, 2009;
- (iii) Second Amendment to Parking Garage Lease and Development Agreement, dated as of March 22, 2011; and
- (iv) Third Amendment to Parking Garage Lease and Development Agreement, dated as of June 7, 2011

(all of the foregoing agreements, together with this Fourth Amendment, are collectively referred to as the “**Garage Lease**”).

All terms used in this Fourth Amendment that are defined in the Garage Lease will have the meaning set forth in the Garage Lease unless otherwise stated.

Developer has completed the construction of the Developer Improvements as contemplated by the Garage Lease, and the Garage Property is being used and operated as a parking garage with both a Public Parking Component and a Private Parking Component.

Developer has subleased the portion of the Garage Property generally referred to as the Public Parking Component by Sublease Agreement between Developer, as sublandlord, and Palace at Coral Gables Community Development District, a unit of special purpose government established pursuant to Chapter 190 of the Florida Statutes, as subtenant (“**CDD**”), dated July 28, 2011 (“**Original Sublease**”), a memorandum of which was recorded in Official Records Book 27774, at Page 2771, of the Public Records of Miami-Dade County, Florida.

Developer and CDD have also entered into a First Amendment to Sublease of even date herewith (“**First Amendment**”), a memorandum of which will be recorded in the Public Records of Miami-Dade County, Florida. The Original Sublease and the First Amendment are collectively referred to as the “**Sublease**.”

City has submitted the Garage Property to condominium ownership pursuant to the Declaration of Condominium for the Andalusia Garage Condominium (“**Condominium**”), recorded on _____, 2015, in Official Records Book _____, Page _____, of the Public Records of Miami-Dade County, Florida (“**Declaration**”). Developer and the CDD

have joined in the Declaration upon the terms and conditions of the joinders and consents executed by Developer and the CDD, and the terms and conditions of the Declaration.

The Garage Lease contemplated that Developer would use the Retail Space described in the Garage Lease for one or more uses permitted by the Garage Lease.

City now desires to retain the ownership of a portion of the Leased Property and the Developer Improvements (including all of the Retail Space) for use initially as either (i) an adult activity center (“AAC”) dedicated to the emotional, social, and physical well-being of the City’s older adult population (“AAC Use”); or (ii) a facility operated by the City or a non-profit organization (“Community Organization”) for the enhancement or betterment of the community (“Community Use”).

The portion of the Leased Property and Developer Improvements (including all of the Retail Space) to be retained by City is now described as

Unit C of ANDALUSIA GARAGE CONDOMINIUM, according to the Declaration of Condominium thereof recorded in Official Records Book _____, Page _____, of the Public Records of Miami-Dade County, Florida (“Unit C”).

City and Developer have agreed to release Unit C from the Garage Lease, so that City will be the owner of fee simple title to Unit C.

City and Developer are entering into this Fourth Amendment to (i) change the legal description of the Leased Property to reflect that the Leased Property is now part of a condominium; (ii) remove the Retail Unit from the Leased Property, and (iii) make other changes to the Garage Lease as required by the submission of the Leased Property to condominium ownership and the removal of the Retail Space from the Leased Property.

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct, and are hereby incorporated by reference.

2. **Exhibits.** The following changes are made to the Exhibits to the Garage Lease.

2.1. **Survey of Leased Property.** Exhibit A-1, Survey of Leased Property, is replaced with Replacement Exhibit A-1 attached to this Fourth Amendment.

2.2. **Legal Description of Leased Property.** Exhibit B, Legal Description of Leased Property, is replaced with Replacement Exhibit B attached to this Fourth Amendment.

2.3. **Operational Standards for Retail Component.** Exhibit F to the Garage Lease is hereby deleted.

3. **Defined Terms in Garage Lease.** The meanings of the following terms used in the Garage Lease, whether in the “Defined Terms” or elsewhere in the Garage Lease, are changed as follows:

3.1. **Developer Improvements.** “Developer Improvements” no longer include Unit C or any of the improvements contained in Unit C. The chart which appears after the second sentence of the definition of “Developer Improvements” is changed to read as follows:

<u>Use By</u>	<u>Number of Parking Spaces</u>
Residents	122
Employees	40
Retail Space in Senior Housing Facility	48
Retail Space in Parking Garage	3
Replacement Public Parking	337
Total:	550

3.2. **Leased Property.** “Leased Property” means Units A and B of the Condominium, together with (i) the undivided share of the Common Elements described in the Declaration and attributable to those Units, and (ii) the Shared Components described in the Declaration, which Shared Components are a part of Unit B.

3.3. **Private Parking Component.** “Private Parking Component” as described in the definition of “Developer Improvements,” will consist solely of Unit A of the Condominium, together with the undivided share of the Common Elements described in the Declaration and attributable to Unit A.

3.4. **Public Parking Component.** “Public Parking Component” as described in the definition of “Developer Improvements,” will consist solely of Unit B of the Condominium, together with (i) the undivided share of the Common Elements described in the Declaration and attributable to Unit B, and (ii) the Shared Components described in the Declaration.

3.5. **Transfer.** The definition of “Transfer” set forth in Section 5.3 of the Garage Lease” does not include or apply to the transfer by Developer to City of Unit C.

4. **Defined Terms in Declaration.** Terms used in this Fourth Amendment which are defined in the Declaration will have the meaning set forth in the Declaration.

5. **Rights and Obligations under Declaration.**

5.1. **Responsibility for Common Elements and Shared Components.** The parties acknowledge that (i) the Declaration assigns to the Association the responsibility for the operation, maintenance, repair, replacement, and insurance of the Common Elements described in the Declaration; (ii) the Declaration assigns to the owner of Unit B the responsibility for the operation, maintenance, repair, replacement, and insurance of the Shared Components described in the Declaration; and (iii) the City owns all three of the Units of the Condominium. Developer, as the lessee of Units A and B and the Shared Components under the Garage Lease, agrees to continue to be responsible for the operation, maintenance, repair, replacement, and insurance of the Common Elements and the Shared Components during the term of the Garage Lease, in the manner and as required by the terms and conditions of the Garage Lease.

5.2. **Assessments.** Developer agrees that during the Garage Lease term, Developer, as the lessee of Units A and B, will be responsible for all Common Expenses and Shared Costs of the Condominium, and for all Assessments due from any Unit Owner of the Condominium. The Owner of Unit C will not be required to pay any portion of the Common Expenses or any Shared Costs, notwithstanding Unit C’s percentage interest in the Common Elements.

5.3. **Conflicts between Garage Lease and Declaration.** City and Developer acknowledge that (i) the Condominium has been created on the Garage Property in order to subdivide the Garage Property into three separate parcels for ad valorem tax purposes; and (ii) it

is the intent of City and Developer that the Developer retain all of its rights and obligations as set forth in the Garage Lease and the Sublease. In the event of any conflict between the provisions of the Garage Lease or the Sublease, and the Declaration, the provisions of the Garage Lease and the Sublease will prevail.

5.4. **Termination of Condominium.** City, as the Declarant and owner of all the Units in the Condominium, agrees that it will not terminate the Condominium during the Garage Lease term, or take any action that might result in a termination of the Condominium during the Garage Lease term. Developer agrees that it will not take any action that might result in a termination of the Condominium during the Garage Lease term. In the event that the Condominium is terminated for any reason outside the control of the City or the Developer prior to the end of the Garage Lease term, City and Developer agree that the Garage Lease and the Sublease will be further amended in order to restore the legal descriptions of the Developer's leasehold interest and the CDD's subleasehold interest in the Garage Property to the description that existed prior to the effective date of the Declaration.

6. **Unit C Parking Rights.** In addition to the rights of the Unit C owner to the use of three designated parking spaces which are Limited Common Elements to Unit C as set forth in the Declaration ("**LCE Spaces**"), Developer, as the Lessee of the Private Parking Component (Unit A in the Declaration), hereby grants to the owner of Unit C, a non-exclusive right to use up to 35 unassigned and unspecified parking spaces ("**Unassigned Spaces**") located within Unit A at any time during the Lease term at no additional charge to Unit C. Unit C's right to use the 35 spaces will be referred to as the "**Parking Use Right.**" Use of the Unassigned Spaces will be limited to the owner of Unit C and individuals visiting or employed in Unit C (collectively, "**Unit C Users**"). Developer will have the right to lawfully exclude from the Unassigned Spaces any person who is not a Unit C User.

6.1. **Valet Service for Unassigned Spaces.** City agrees that all Unit C Users must use the valet service offered by the Developer in order to park in the Unassigned Spaces. Unit C Users will not be required to use Developer's valet service to park in the LCE Spaces.

6.2. **Parking Use Regulations.** Use of the Unassigned Spaces will be subject to reasonable rules and regulations established from time to time by Developer or any appointed operator of the Parking Garage ("**Parking Use Regulations**"). Developer agrees that any Parking Use Regulations will be applied to all users of the Private Parking Component in a non-discriminatory manner. All Unit C Users of the Unassigned Spaces must comply with the Parking Use Regulations and the Declaration.

6.3. **Control of Private and Public Parking Components.** During the term of the Lease, control and management of the Private Parking Component of the Garage Property will at all times be under the exclusive control and management of the Developer and any Parking Garage operator. Pursuant to a Public Parking Garage Management Agreement between the CDD and the Developer, the Developer manages the Public Parking Component which has been subleased to the CDD.

6.4. **Temporary Closure of Unassigned Spaces.** Developer reserves the right to temporarily erect or place barriers in and around the Unassigned Spaces, and to temporarily deny access to the Unassigned Spaces, to the extent reasonably necessary for the performance of repairs, replacements, renovations, or maintenance of the Parking Garage. Except in the event of an emergency, Developer will provide City with at least 30 days advance written notice of the date the Unassigned Spaces will become unavailable and the estimated period of time the

Unassigned Spaces will be unavailable. Developer will use best efforts to provide alternative parking in the Garage during the time the Unassigned Spaces are not available.

6.5. **Parking Use Right Only.** The Parking Use Right granted to City under this Fourth Amendment is not intended to, and does not, create any easement, easement rights, license, or license rights in the Parking Garage or in the Private Parking Component. The Unit C owner's right to use the Unassigned Spaces is a right of use only.

6.6. **Duration of Parking Use Right.** The Parking Use Right will remain in effect until the termination of the Garage Lease, and will run to the benefit of the owner of Unit C and its tenants, employees, agents, and invitees.

6.7. **Indemnification.** Developer will not be liable for any loss, injury, death, or damage to any person or any property which at any time may be suffered or sustained by any Unit C User as a result of or in connection with the use of the Unassigned Spaces, other than as may arise from the Developer's negligence or intentional misconduct. To the extent permitted by Section 768.28 of the Florida Statutes, for as long as City owns Unit C, City agrees to indemnify, defend (with counsel reasonably acceptable to the Developer) and hold harmless the Developer, any Parking Garage operator, and any of their respective agents, employees or representatives against all claims for damages, losses, costs or expenses arising from or in connection with the use of the Unassigned Spaces by a Unit C User, other than claims that arise from the negligence or intentional misconduct of an indemnified party. Upon the transfer or sale of Unit C by the City to any person or entity not subject to Section 768.28 of the Florida Statutes (or any similar statute which is passed in place or substitution thereof), then such party shall, as the successor in interest in Unit C, be obligated to indemnify, defend (with counsel reasonably acceptable to the Developer) and hold harmless the Developer, any Parking Garage operator and any of their respective agents, employees or representatives against all claims for damages, losses, costs or expenses arising from or in connection with the use of the Unassigned Spaces by a Unit C User, other than claims that arise from the negligence or intentional misconduct of an indemnified party. The foregoing indemnities will survive any termination of the use of the Unassigned Spaces by the Unit C Users.

7. **Duration of AAC Use.** City agrees to use Unit C for the AAC Use and for no other use for a period of five years after the Effective Date. After the termination of the AAC Use, Unit C may only be used for the uses permitted by the Declaration.

8. **No Competition with Developer.** During the term of either the Garage Lease or the Senior Housing Lease, City will not permit any persons engaged in the development, operation or management of senior living facilities or related or ancillary services, (other than Developer and its affiliates) to participate in the operation or management of the AAC or to actively advertise or promote their facilities or services at the AAC.

9. **No Affiliation with Developer.** Neither the names "**The Palace**" or "**Palace**" (nor any variation thereof) shall be used in connection with the AAC Use, any Community Use, or any activities operated in Unit C, except (i) to the extent necessary to describe the activities permitted under the Limited Use Agreement (defined below), or (ii) with the Developer's prior written consent. The City will exercise diligent efforts to assure that any materials produced or disseminated by or in connection with the AAC do not in any way state, infer or otherwise suggest that the AAC is in any way affiliated with the Developer, The Palace Group or the Senior Housing Project. It is understood that the Developer may be listed as a sponsor of events under the Limited Use Agreement.

10. **Right of First Opportunity.** City hereby grants to the Developer a right of first opportunity (“**ROFO**”) for the lease or purchase of Unit C if the City elects to sell or lease Unit C. The ROFO will operate as set forth in the following paragraphs.

10.1. **City’s Election to Sell or Lease Unit C.** If the City elects to sell or lease Unit C, the City will first submit to Developer in writing an offer to sell or lease Unit C (an “**Offer to Sell**”) on specified terms, including financial terms, established by City. Developer will have a period of 30 days after receipt of the City’s Offer to Sell in which to either accept City’s Offer to Sell or to submit a counteroffer to City. If Developer wishes to accept the City’s Offer to Sell, Developer will sign the Offer to Sell, pay any deposit required by the Offer to Sell, and the parties will proceed to closing in accordance with the terms of the Offer to Sell. If Developer fails to either accept City’s Offer to Sell or submit a counteroffer acceptable to City, City will be free to offer Unit C for purchase or lease by third parties on the same financial terms offered to Developer.

10.2. **Developer’s Failure to Close on Offer to Sell.** If Developer accepts City’s Offer to Sell but fails to close on Unit C in accordance with the Offer to Sell, and the Developer’s failure to close was not the result of a default by the City under the Offer to Sell, the ROFO will terminate and be of no further force or effect, and City will thereafter be free to sell or lease Unit C without notice to Developer.

10.3. **Reduction in Financial Terms.** If City offers Unit C for sale or lease to third parties after extending the Offer to Sell to Developer, and receives an acceptance of its Offer to Sell (“**Third Party Acceptance**”) on terms that are at least four percent (4%) less than the financial terms in the Offer to Sell previously extended to Developer, City will be required to submit a new Offer to Sell to Developer at the reduced financial terms offered in the Third Party Acceptance. Developer will have a period of 15 days after receipt to accept the new Offer to Sell at the reduced financial terms of the Third Party Acceptance. If Developer fails to accept the new Offer to Sell within the 15-day period, City will be free to sell or lease Unit C to a third party on the terms set forth in the Third Party Acceptance. Upon the closing of the lease or sale of Unit C to a third party on the terms set forth in the Third Party Acceptance, the ROFO will terminate. If City fails to close on the sale or lease of Unit C on the terms set forth in the Third Party Acceptance, the ROFO will remain in effect. Upon the closing of the sale or lease of Unit C pursuant to the Third Party Acceptance, Developer will execute and deliver a document acknowledging that the ROFO has terminated and is of no further force or effect.

10.4. **Developer’s Failure to Respond to Offers to Sell.** Developer’s failure to respond to any Offer to Sell from City within the designated time periods will be deemed to be a waiver of the ROFO as to that Offer to Sell.

10.5. **Sale or Lease by City to Affiliate or Community Organization.** Developer acknowledges and agrees that the City shall have the right to sell or lease Unit C to an Affiliate of the City from time to time (or effectuate same by merger of the City with or into an Affiliate) for any or no consideration without such transaction being subject to the Developer’s ROFO. Developer further agrees that a sale or lease of Unit C by the City to a Community Organization for a Community Use will not be subject to the ROFO. Upon an arms-length, bona fide sale of Unit C to a Community Organization not affiliated with the City for a Community Use, the Developer’s ROFO will terminate. However, a lease of Unit C to a Community Organization for a Community Use will not extinguish the Developer’s ROFO, and the Developer will have a continuing ROFO prior to any subsequent sale or lease to a third party other than a Community Organization purchasing or leasing Unit C for a Community Use.

11. **Collateral Agreements.**

11.1. **Limited Use Agreement.** Simultaneously with the execution of this Fourth Amendment, Developer and City have entered into a Limited Use Agreement (“**Limited Use Agreement**”) for purposes of establishing the right of the City to use certain specified facilities at the Senior Housing Parcel in conjunction with and as an incident to the use by the City of Unit C for the AAC Use

11.2. **Limited Parking Agreement.** Simultaneously with the execution of this Fourth Amendment, Developer and City have entered into a Limited Parking Agreement (“**Limited Parking Agreement**”) for purposes of allowing the owner of Unit C the right to use certain parking spaces within the Private Parking Component of the Parking Garage.

11.3. **Separate Agreements.** Developer and City acknowledge and agree that the Limited Use Agreement and the Limited Parking Agreement are separate and distinct agreements, neither of which is intended to be a part of this Fourth Amendment, the Garage Lease, or the Senior Housing Lease.

12. **Consent to Amendment by Lender.** In accordance with the requirements of Section 6.1 of the Garage Lease, this Fourth Amendment and the release of Unit C from the Leased Property as contemplated by this Fourth Amendment, have been approved and consented to in writing by the current holder of the Leasehold Mortgage, as evidenced by Lender’s Consent attached hereto and made a part hereof.

13. **No Defaults.** City and the Developer each agree that there currently exists no default or Event of Default, and that no Rents are currently due and owing under the Garage Lease or the Senior Housing Lease.

14. **Ratification of Garage Lease.** City and Developer ratify and confirm all of the terms and conditions of the Garage Lease, as amended by this Fourth Amendment.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Developer has executed this Fourth Amendment on the date set forth below.

DEVELOPER:

Witnesses:

Print Name:

Marc L. Faust

Print Name:

Celia Pacheco

THE PALACE MANAGEMENT GROUP, LLC,
a Florida limited liability company

By:

Jacob Shaham, Manager

Dated: _____, 2015

IN WITNESS WHEREOF, the City has executed this Fourth Amendment on the date set forth below.

By authority of Ordinance No. _____
duly passed and adopted by the Coral Gables
City Commission on _____, 2015.

ATTEST:

CITY:

CITY OF CORAL GABLES, a
Florida municipal corporation

By: _____
Walter J. Foeman, City Clerk

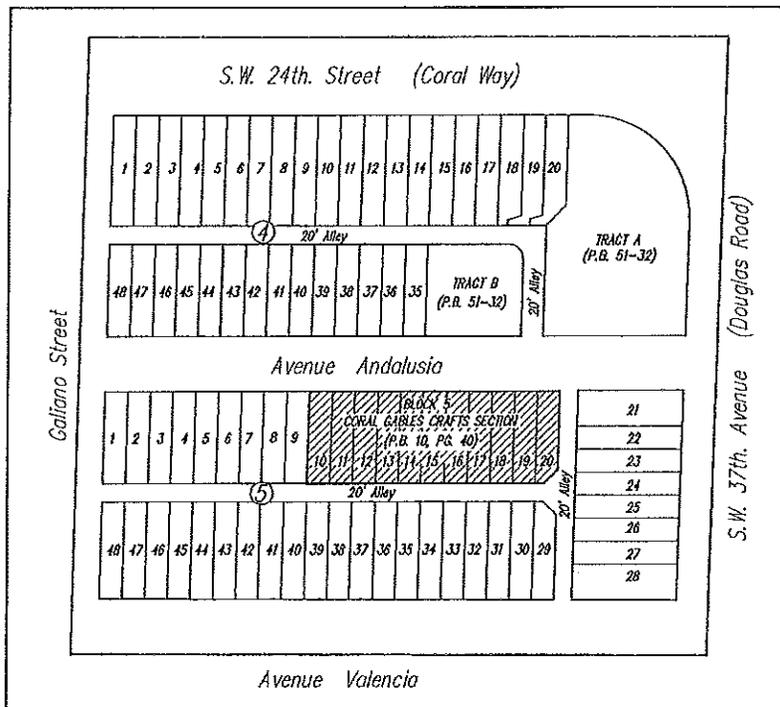
By: _____
Catherine B. Swanson, City Manager

Dated: _____, 2015

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE BENEFIT OF
THE CITY ONLY

By: _____
Craig E. Leen, City Attorney

Replacement Exhibit A-1 to Garage Lease



LOCATION MAP
 PORTION OF SECTION 17, TOWNSHIP 54 S.,
 RANGE 41 E.
 SCALE 1" = 200'

LEGAL DESCRIPTION:

LOTS 10 THROUGH 20, BLOCK 5, "CORAL GABLES CRAFTS SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 40 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THIS "BOUNDARY SURVEY" OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SURVEY COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

Schwebke-Shiskin & Associates, Inc.

By:  06/09/15

MARK STEVEN JOHNSON SEC'Y & TREAS.
 PROFESSIONAL LAND SURVEYOR #4775
 STATE OF FLORIDA

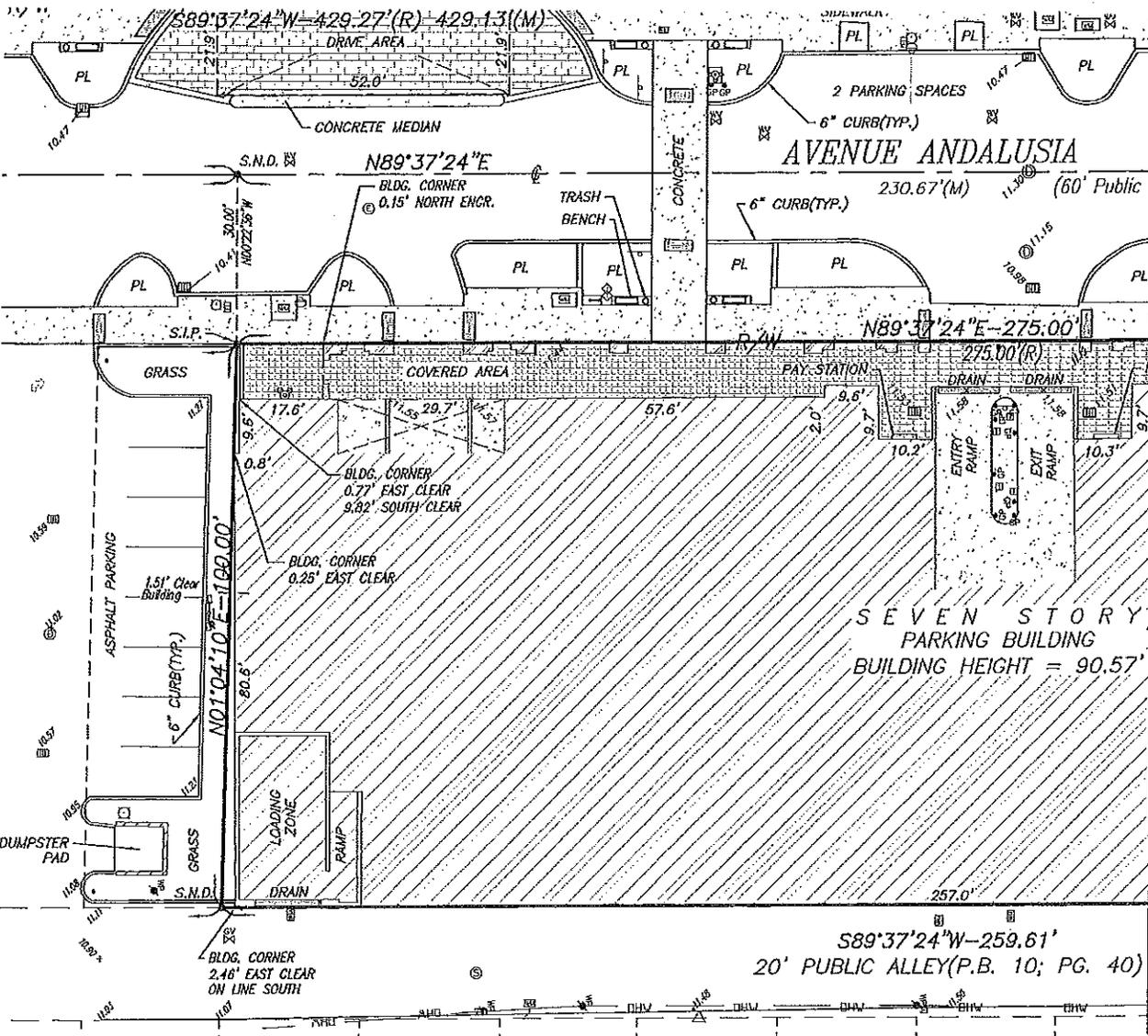


**BOUNDARY SURVEY
 ANDALUSIA GARAGE**

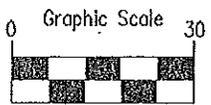
Prepared By:
Schwebke-Shiskin & Associates, Inc.
 Engineers, Surveyors, Planners
 3240 Corporate Way, Miramar, FL 33025
 Ph.(954)435-7010

City of Miami, Florida
 Page 1
 Exhibit A-1

Prepared For:
 City Of Coral Gables
 1 Alhambra Plaza
 Coral Gables, FL 33134
 On May 12, 2015



MATCH LINE - PAGE 3



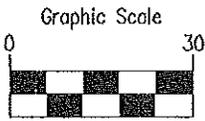
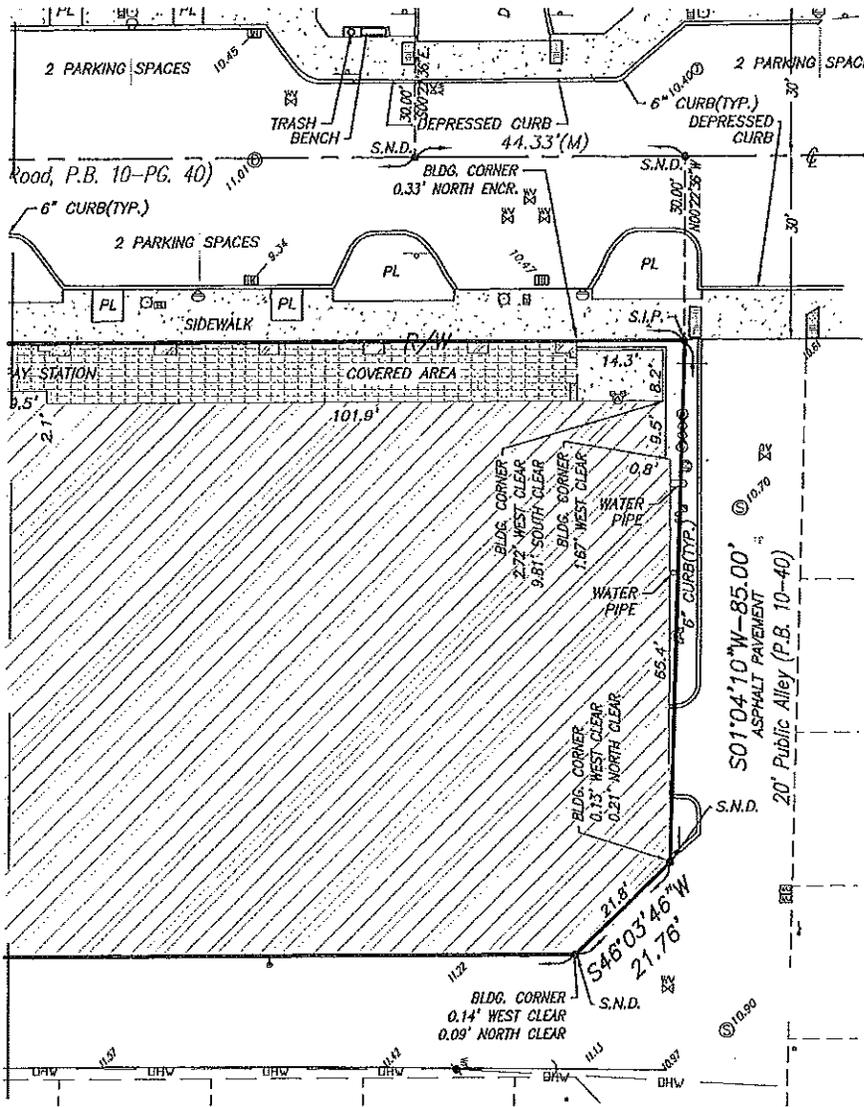
**BOUNDARY SURVEY
ANDALUSIA GARAGE**

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City of Miami, Florida
Page 2
Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

MATCH LINE - PAGE 2



1 inch = 30 feet



**BOUNDARY SURVEY
ANDALUSIA GARAGE**

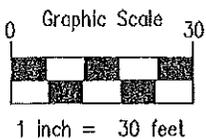
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City of Miami, Florida
Page 3
Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

SURVEYOR'S NOTES:

- 1) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF N.89°37'24"E. ALONG THE CENTERLINE LINE OF ANDALUSIA AVENUE.
- 2) LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
- 3) PROPERTY AS SHOWN HEREON CONTAINS 27,376± Sq.ft.(LOTS 10 THRU 20 BLOCK 5).
- 4) UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
- 5) ORDERED BY: THE CITY OF CORAL GABLES.
- 6) THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- 7) PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD ZONE X PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL No.120639 0457 L OF MAP DATED SEPTEMBER 11, 2009. WITH AN INDEX DATE OF SEPTEMBER 11, 2009 (MAP No. 12086C0457 L). (N.G.V.D. 29)
- 8) VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND ITEMS.
- 9) DISTANCES ALONG BOUNDARY OF SUBJECT PROPERTY ARE RECORD AND MEASURED, UNLESS OTHERWISE STATED.
- 10) THIS "BOUNDARY SURVEY" IS SUBJECT TO EASEMENTS, RIGHTS-OF-WAY AND OTHER MATTERS THAT MIGHT BE REFLECTED ON A SEARCH OF TITLE OF THE SUBJECT PROPERTY.
- 11) ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.) AND ARE EXPRESSED IN FEET.
- 12) BENCHMARKS:
 - a) CITY OF CORAL GABLES PK NAIL & DISC (NO.627) AT THE SOUTHEAST CORNER OF CORAL WAY AND GALIANO STREET. ELEVATION = 11.22 N.G.V.D.
 - b) CITY OF CORAL GABLES PK NAIL & DISC (NO.426) ON TOP OF CURB AT WEST ENTRANCE TO PARKING GARAGE ON ANDALUSIA AVENUE. ELEVATION=11.82 N.G.V.D.
- 13) SUBJECT PROPERTY ARE:
FOLIO No. 03-4117-005-1070(LOTS 10 THRU 14 BLOCK 5)
FOLIO No. 03-4117-005-1120(LOTS 15 THRU 20 BLOCK 5)
- 14) LOTS 10 THROUGH 20; BLOCK 5 ARE CONTIGUOUS ALONG THEIR COMMON BOUNDARIES AS SHOWN HEREON WITHOUT HIATUS, GORE OR OVERLAP.
- 15) THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN HEREON.
- 16) VARIOUS ARCHITECTURAL FACADE ELEMENTS AND LIGHTING ATTACHED TO THE BUILDING LIE(ENCROACH) INTO THE ADJACENT PUBLIC RIGHT-OF-WAY(NOT DEPICTED HEREON).
- 17) BLOCKS 10 THRU 20 ARE SUBJECT TO "MERRICK EASEMENTS", WHICH ARE NOT DEPICTED HEREON, ALONG THE REAR FIVE FEET AND SIDE THREE FEET "WHEN NECESSARY" AT LOT LINES PURSUANT TO DB 839 PG. 106, DB 939 PG. 443, DB 1004 PG. 499, DB 939 PG. 435 AND DB 1004 PG. 496.



**BOUNDARY SURVEY
ANDALUSIA GARAGE**

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Schwebke-Shishkin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

City of Miami, Florida
Page 4
Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

GENERAL LEGEND:

- ALUMINUM LIGHT POST
- ALUMINUM LIGHT POST (SINGLE)
- ALUMINUM LIGHT POST (DOUBLE)
- BACKFLOW PREVENTER ASSEMBLY
- CABLE TELEVISION BOX
- CATCH BASIN
- CENTERLINE
- CHECK VALVE ASSEMBLY
- COLUMN (CIRCULAR)
- COLUMN (SQUARE)
- CPP CONCRETE POWER POLE
- CURB INLET
- ELECTRIC BOX
- ELECTRIC HAND HOLE
- ELEVATIONS (SEE NOTES FOR DATUM)
- FIRE HYDRANT
- FLOW LINE
- FLORIDA POWER & LIGHT MANHOLE
- FORCE MAIN VALVE
- F.P.L. ELECTRIC MANHOLE
- F.P.L. TRANSFORMER PAD
- F.P.L. TRANSMISSION POLE
- GAS MANHOLE
- GAS METER
- GAS PUMP
- GAS VALVE
- GREASE TRAP MANHOLE
- GROUND LIGHTING

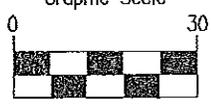
- GP GUARD POST
- IRRIGATION HAND HOLE
- IRRIGATION VALVE
- MONITOR WELL
- MONUMENT LINE
- OVERHEAD WIRES (APPROXIMATE)
- P-5 INLET
- P-6 INLET
- PARKING METER
- PEDESTRIAN CROSSING SIGNAL
- PRM PERMANENT REFERENCE MONUMENT
- POST INDICATOR VALVE
- VACUUM BREAKER ASSEMBLY
- PROPERTY LINE
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- SIAMESE CONNECTION
- SIGN POST
- SPRINKLER PUMP
- STANDPIPE
- STORM SEWER MANHOLE
- STREET LIGHT HAND HOLE
- PULL BOX
- TELEPHONE HAND HOLE
- TELEPHONE MANHOLE (SO. BELL)
- TELEPHONE PAYPHONE
- TRAFFIC HAND HOLE
- TRAFFIC UTILITY BOX
- TRAFFIC SIGNAL POST
- CONCRETE LIGHT POLE

- UNKNOWN UTILITY MANHOLE
- UNKNOWN UTILITY HAND HOLE
- WATER MANHOLE
- WATER METER
- WATER VALVE
- WOOD LIGHT POLE
- WOOD POWER POLE
- HANDICAP PARKING
- STROLLER PARKING
- COMMUNICATION MANHOLE

ABBREVIATIONS:

- R denotes RADIUS
- Δ denotes DELTA ANGLE
- L denotes ARC DISTANCE
- T denotes TANGENT DISTANCE
- PCP denotes PERMANENT CONTROL POINT
- PRM denotes PERMANENT REFERENCE MONUMENT
- PB denotes PLAT BOOK
- PG denotes PAGE
- POC denotes POINT OF COMMENCEMENT
- POB denotes POINT OF BEGINNING
- OHW denotes OVERHEAD UTILITY WIRES
- ORB denotes OFFICIAL RECORDS BOOK
- PC denotes POINT OF CURVATURE
- CBS denotes CONCRETE BLOCK STRUCTURE
- CONC denotes CONCRETE
- CLF denotes CHAINLINK FENCE
- WF denotes WOOD FENCE
- F.I.P. denotes FOUND IRON PIPE
- S.I.P. denotes SET IRON PIPE & LB-87 CAP
- F.N.D. denotes FOUND NAIL & BRASS DISC
- S.N.D. denotes SET LB-87 NAIL & BRASS DISC
- CL. denotes CLEAR
- ENCR. denotes ENCROACHMENT
- (D) denotes DEED DISTANCE
- (L) denotes DISTANCE BY LEGAL DESCRIPTION
- (M) denotes MEASURED DISTANCE
- (R) denotes RECORD OR PLATTED DISTANCE

Graphic Scale



**BOUNDARY SURVEY
ANDALUSIA GARAGE**

Prepared By:
Schwabke-Shishkin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

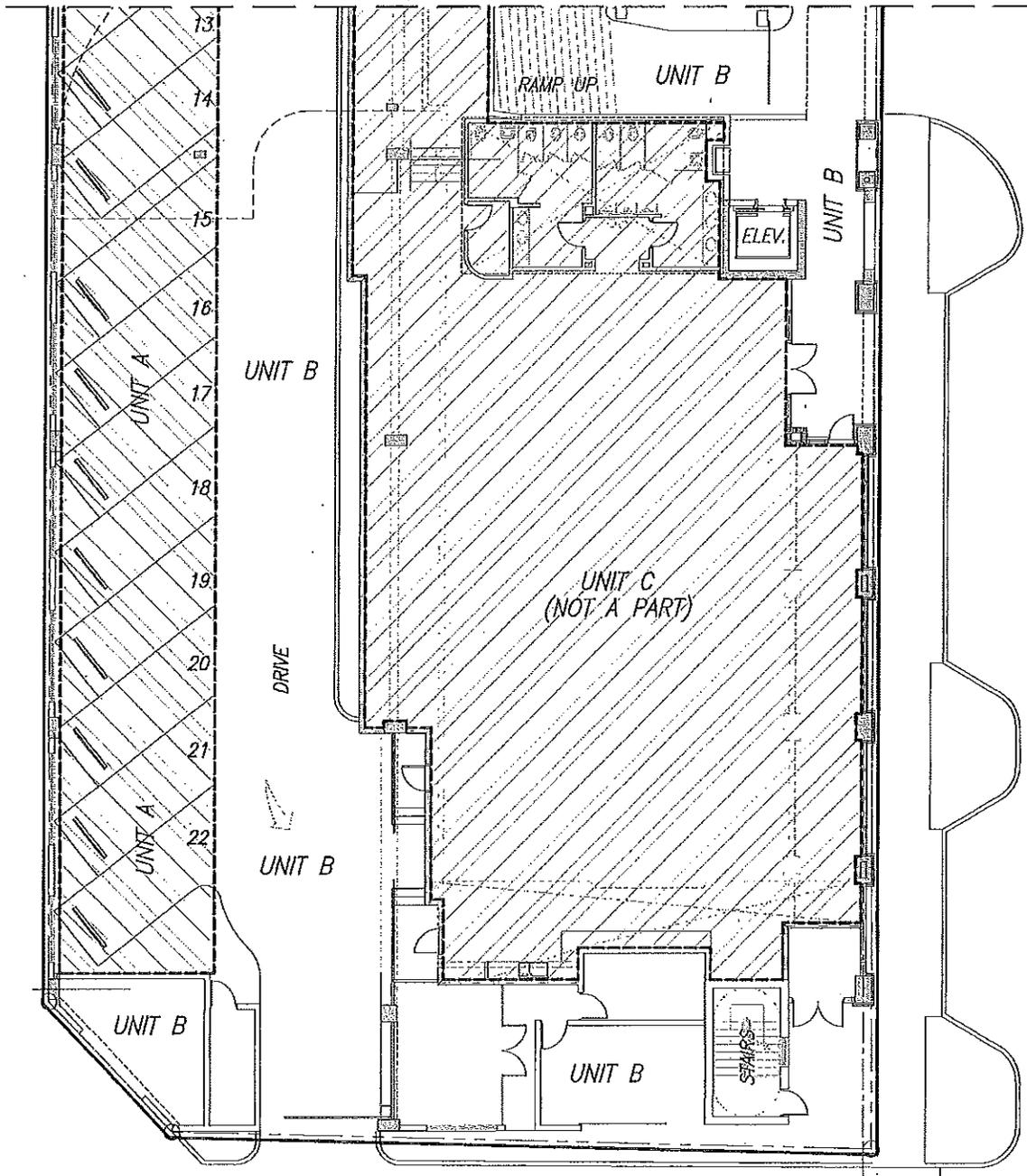
City of Miami, Florida
Page 5
Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

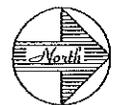
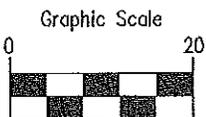
SURVEYOR'S NOTES :

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2. ELEV. Denotes Elevator

MATCH LINE—PAGE 7



Lying Generally Between Elevations
11.58' and 25.91' (NGVD29)



**GROUND FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**

Prepared By:

Schwabke-Shishin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

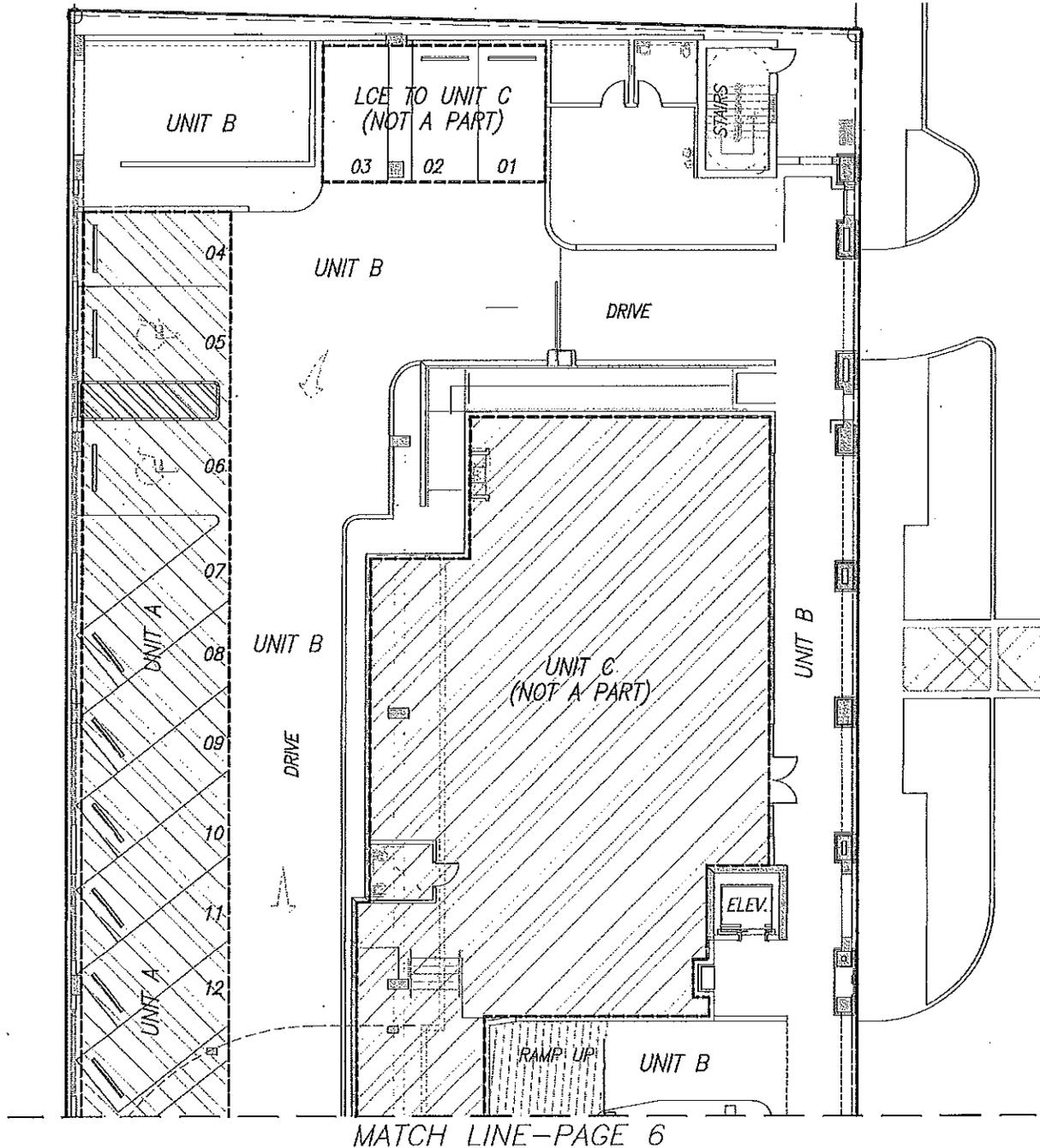
City of Miami, Florida

Page 6
Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

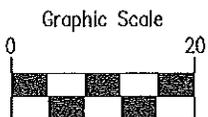
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MATCH LINE - PAGE 6

Lying Generally Between Elevations
11.58' and 25.91' (NGVD29)



**GROUND FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**

Prepared By:
Schwabke-Shishin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

City of Miami, Florida

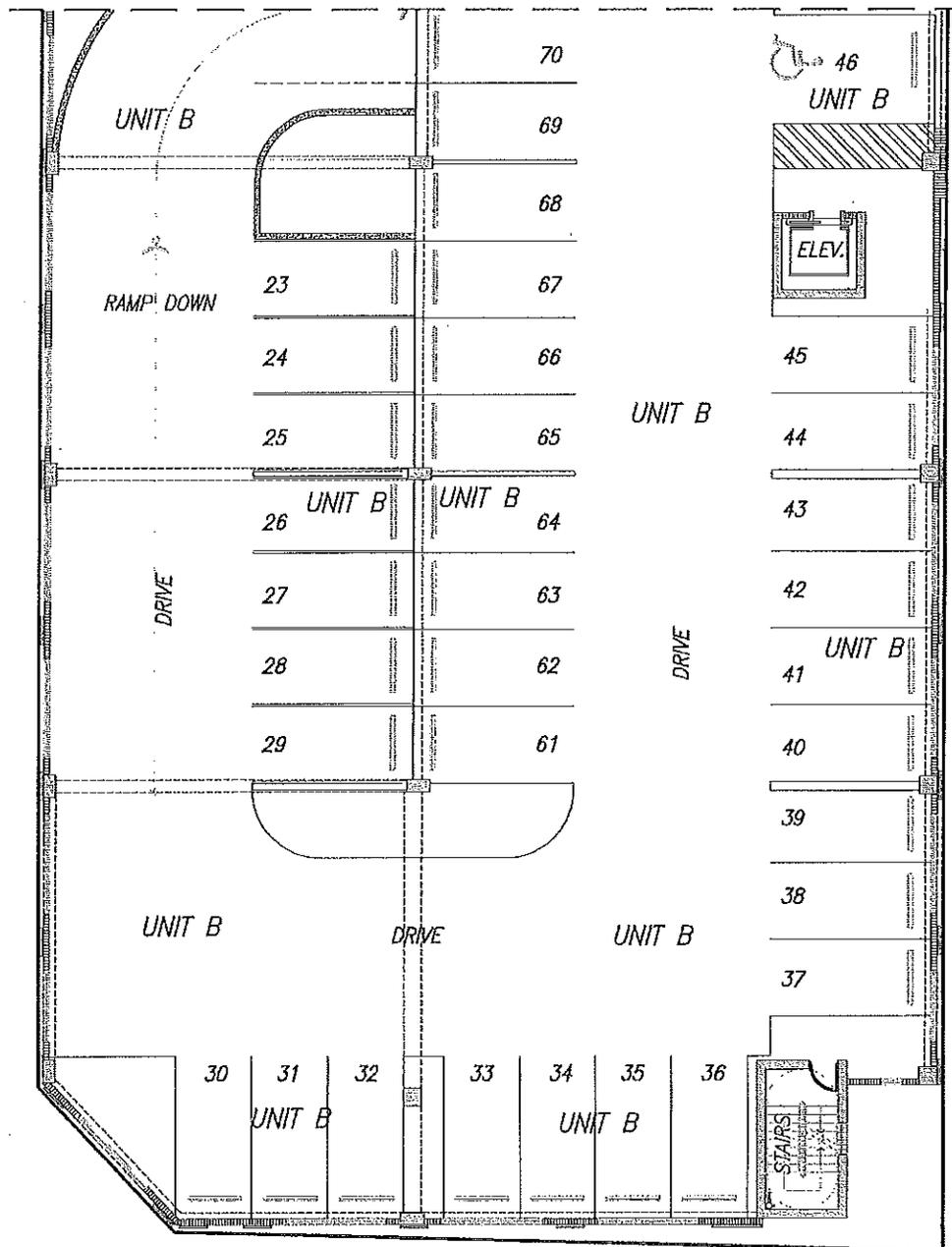
Page 7
Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

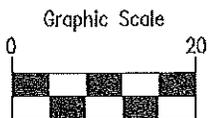
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2. ELEV. Denotes Elevator

MATCH LINE—PAGE 9



Lying Generally Between Elevations
26.58' and 35.91' (NGVD29)



**SECOND FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**

Prepared By:

Schwabke-Shiskin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

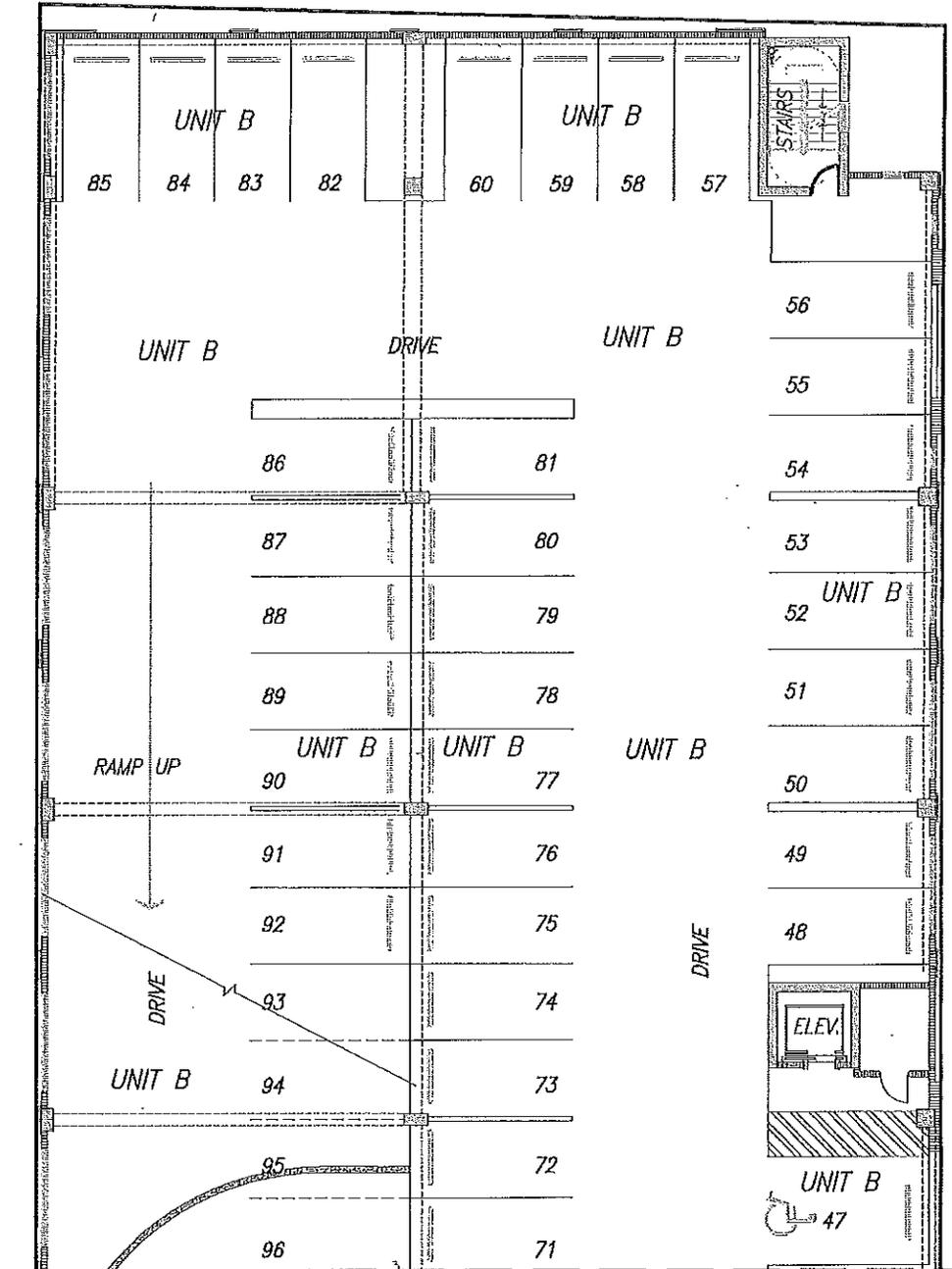
City of Miami, Florida

Page 8
Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

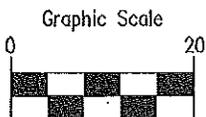
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2. ELEV. Denotes Elevator



MATCH LINE—PAGE 8

Lying Generally Between Elevations
26.58' and 35.91' (NGVD29)



**SECOND FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**

Prepared By:

Schwabke-Shiskin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

City of Miami, Florida

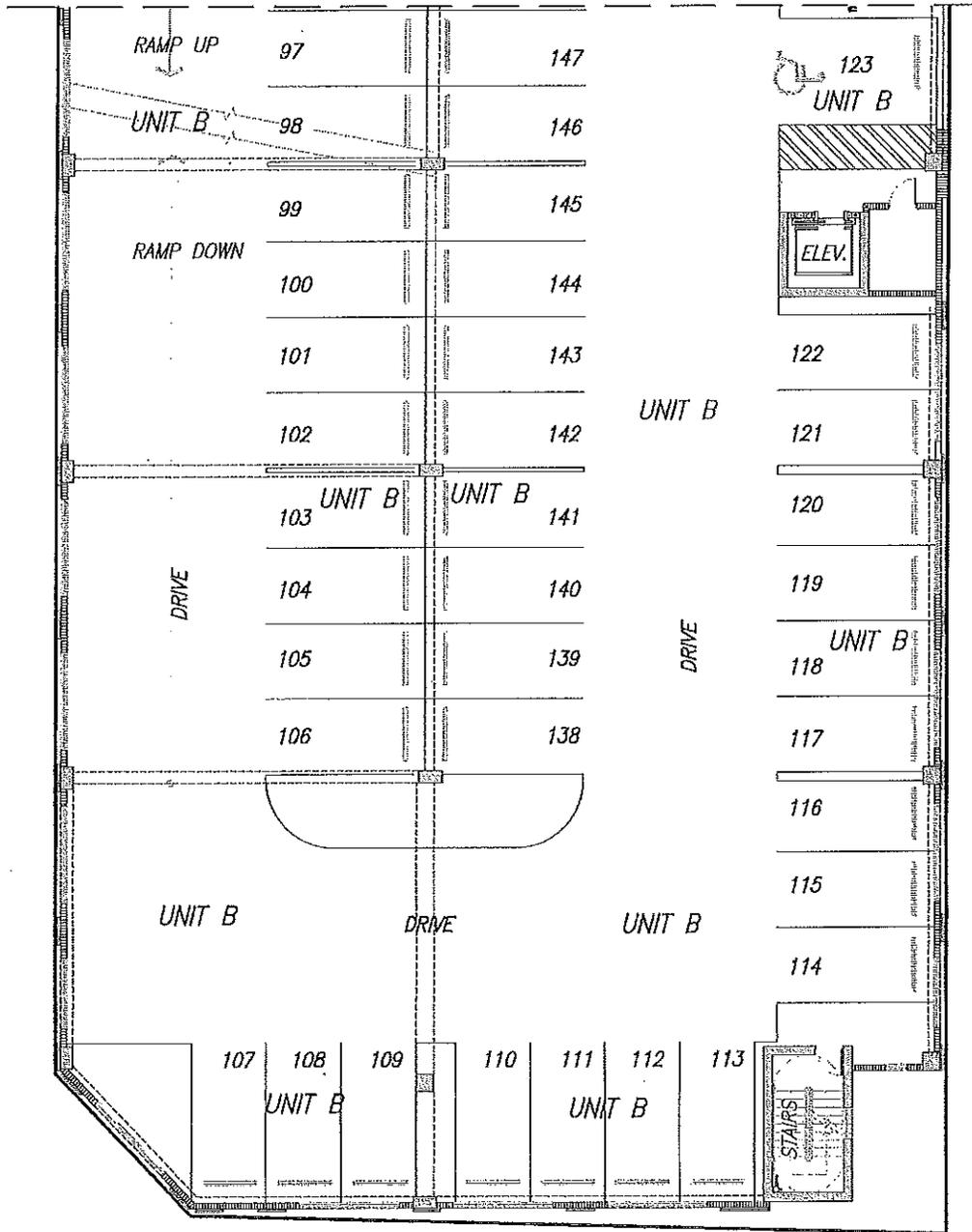
Page 9
Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

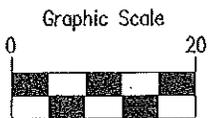
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2. ELEV. Denotes Elevator

MATCH LINE--PAGE 11



Lying Generally Between Elevations
36.58' and 45.91' (NGVD29)



**THIRD FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**

Prepared By:

Schwabke-Shishin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

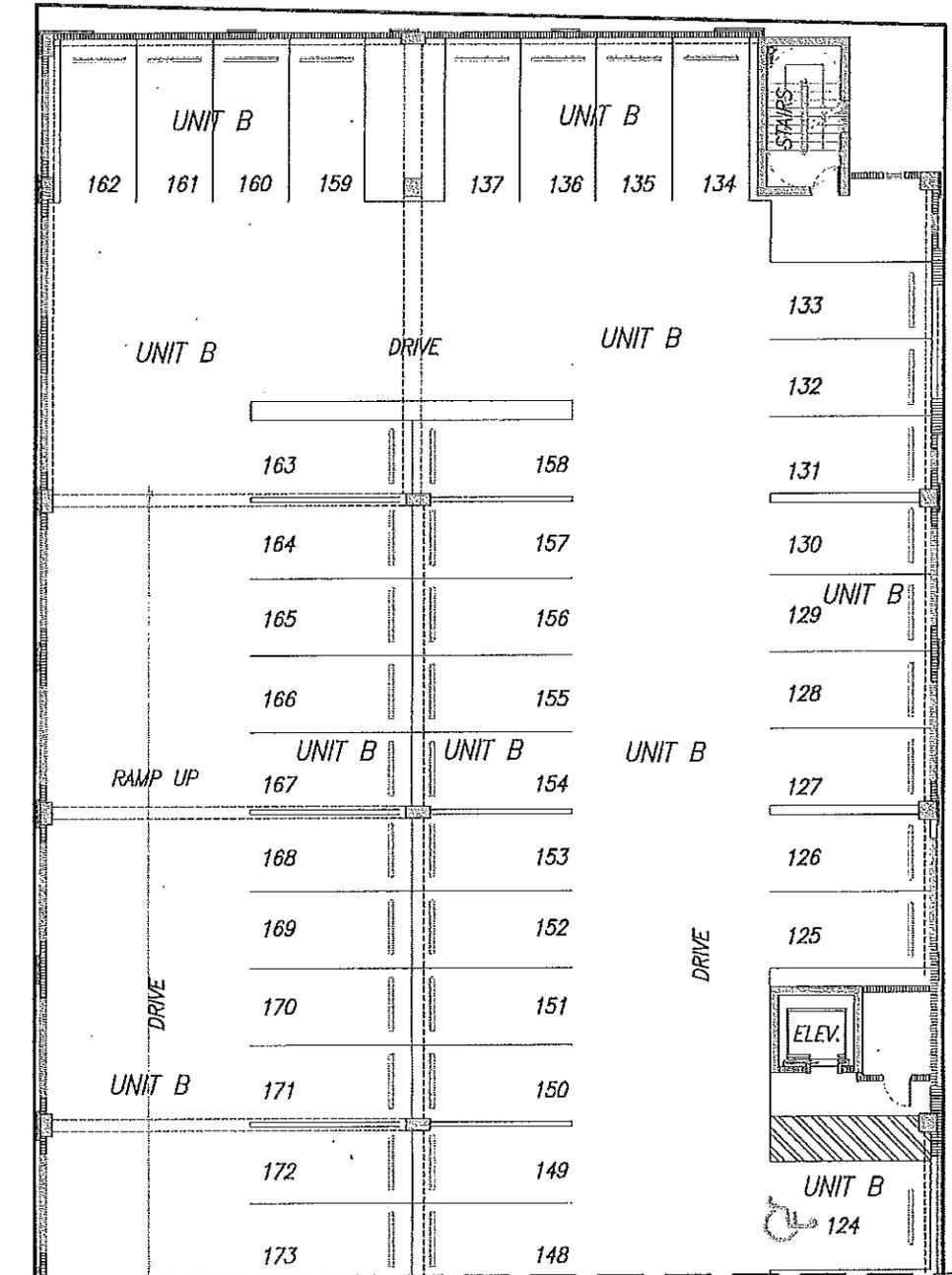
City of Miami, Florida

Page 10
Exhibit A-i

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

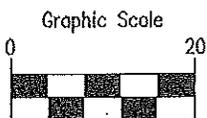
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2. ELEV. Denotes Elevator



MATCH LINE—PAGE 10

Lying Generally Between Elevations
36.58' and 45.91' (NGVD29)



**THIRD FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**

Prepared By:

Schwabke-Shishin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

City of Miami, Florida

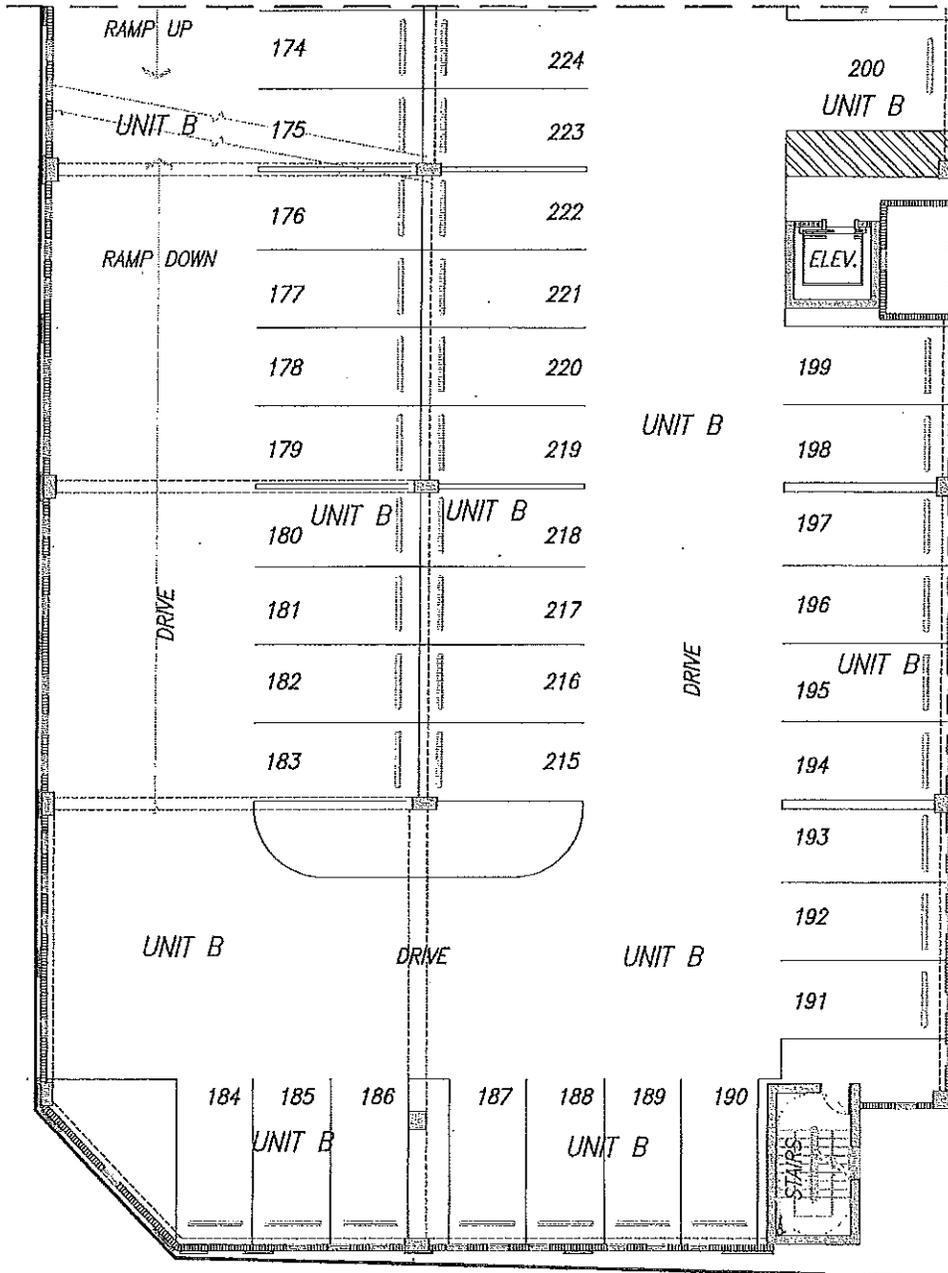
Page 11
Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

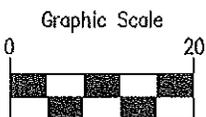
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2. ELEV. Denotes Elevator

MATCH LINE-PAGE 13



Lying Generally Between Elevations
46.58' and 55.91' (NGVD29)



**FOURTH FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**

Prepared By:

Schwelke-Shiskin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

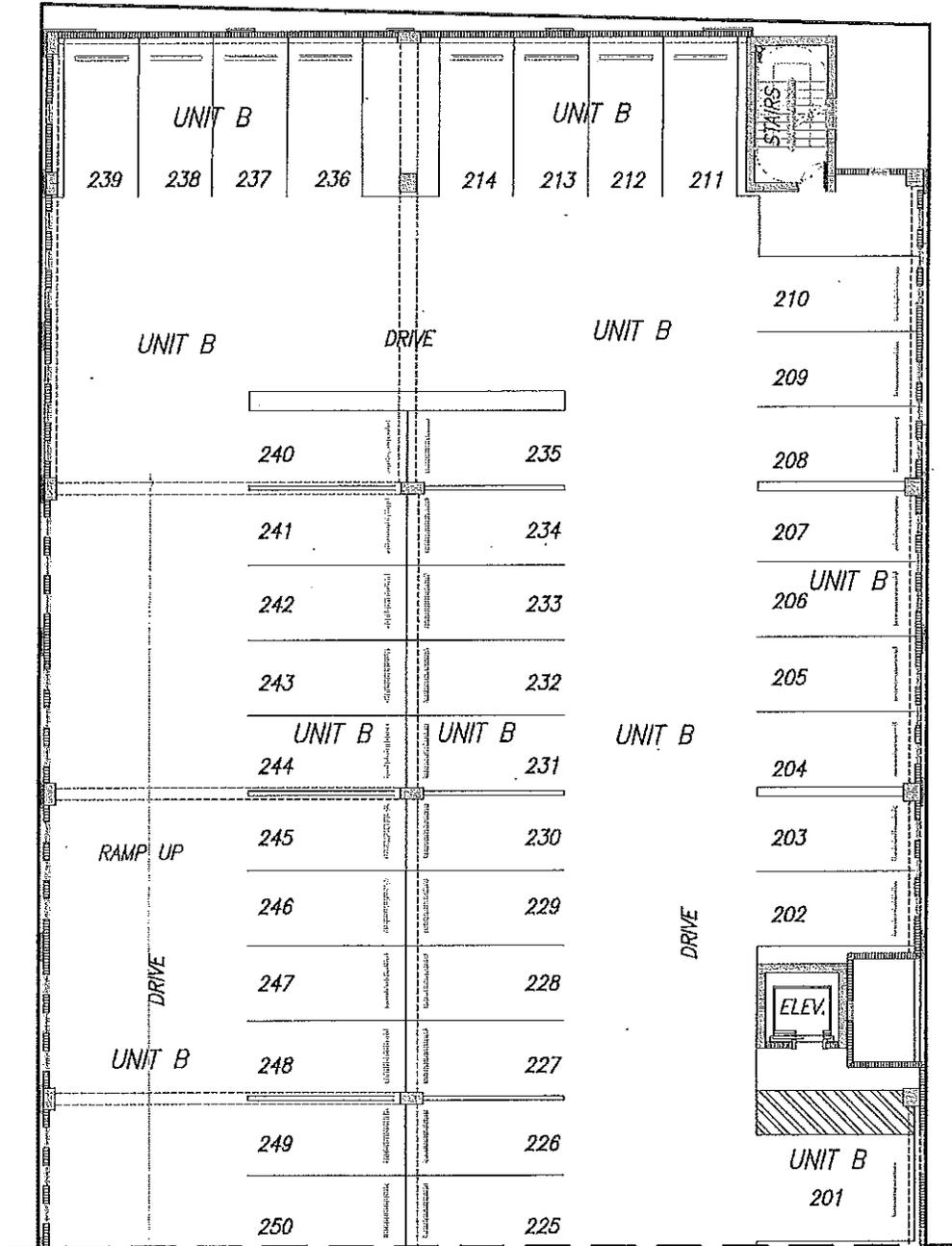
City of Miami, Florida

Page 12
Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

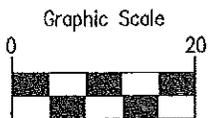
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2. ELEV. Denotes Elevator



MATCH LINE—PAGE 12

Lying Generally Between Elevations
46.58' and 55.91' (NGVD29)



**FOURTH FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**

Prepared By:

Schwabke-Shishin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph. (954) 435-7010

City of Miami, Florida

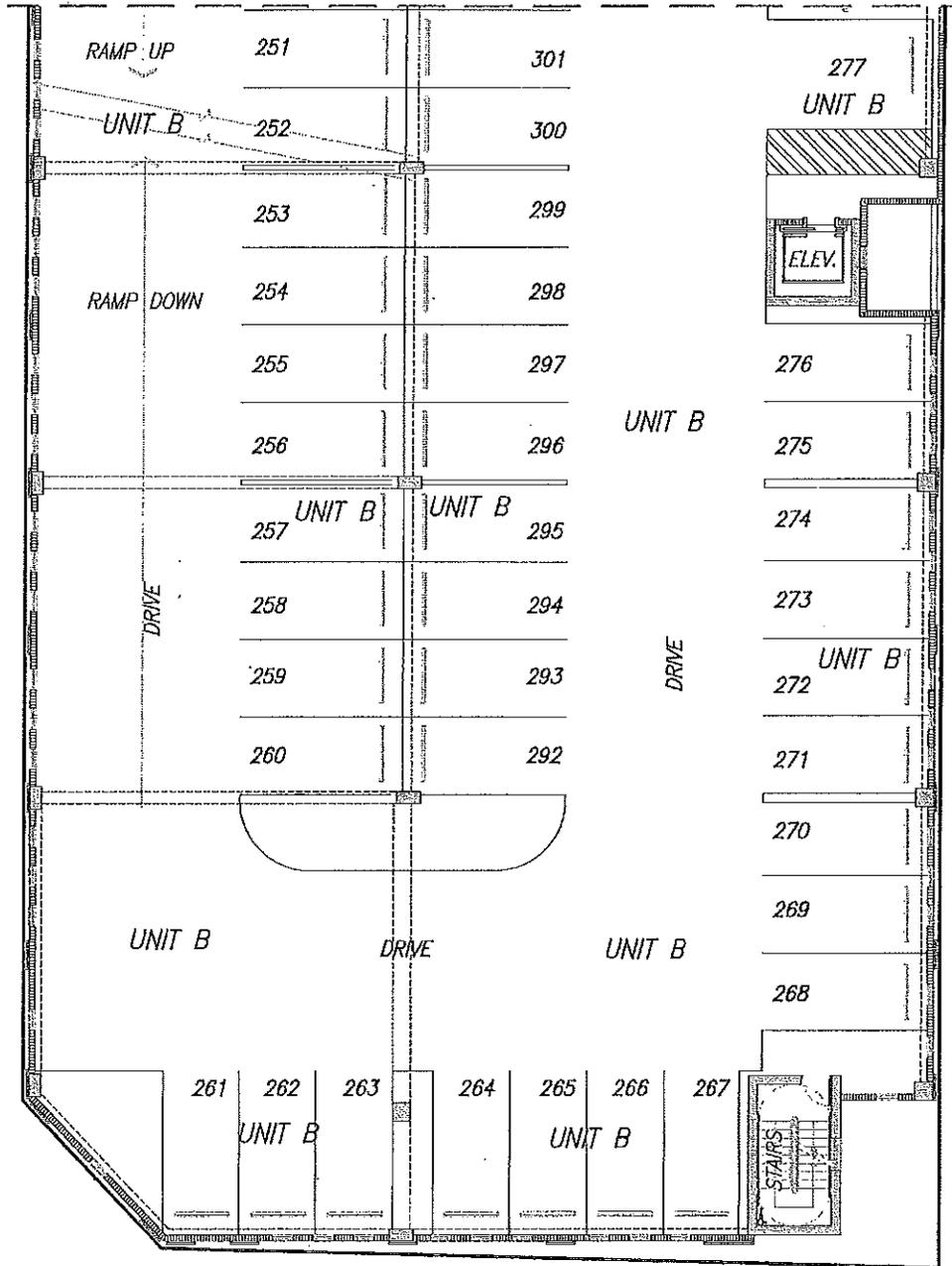
Page 13
Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

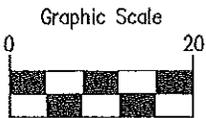
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2. ELEV. Denotes Elevator

MATCH LINE—PAGE 15



Lying Generally Between Elevations
56.58' and 65.91' (NGVD29)



**FIFTH FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**

Prepared By:

Schwabke-Shiskin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph. (954) 435-7010

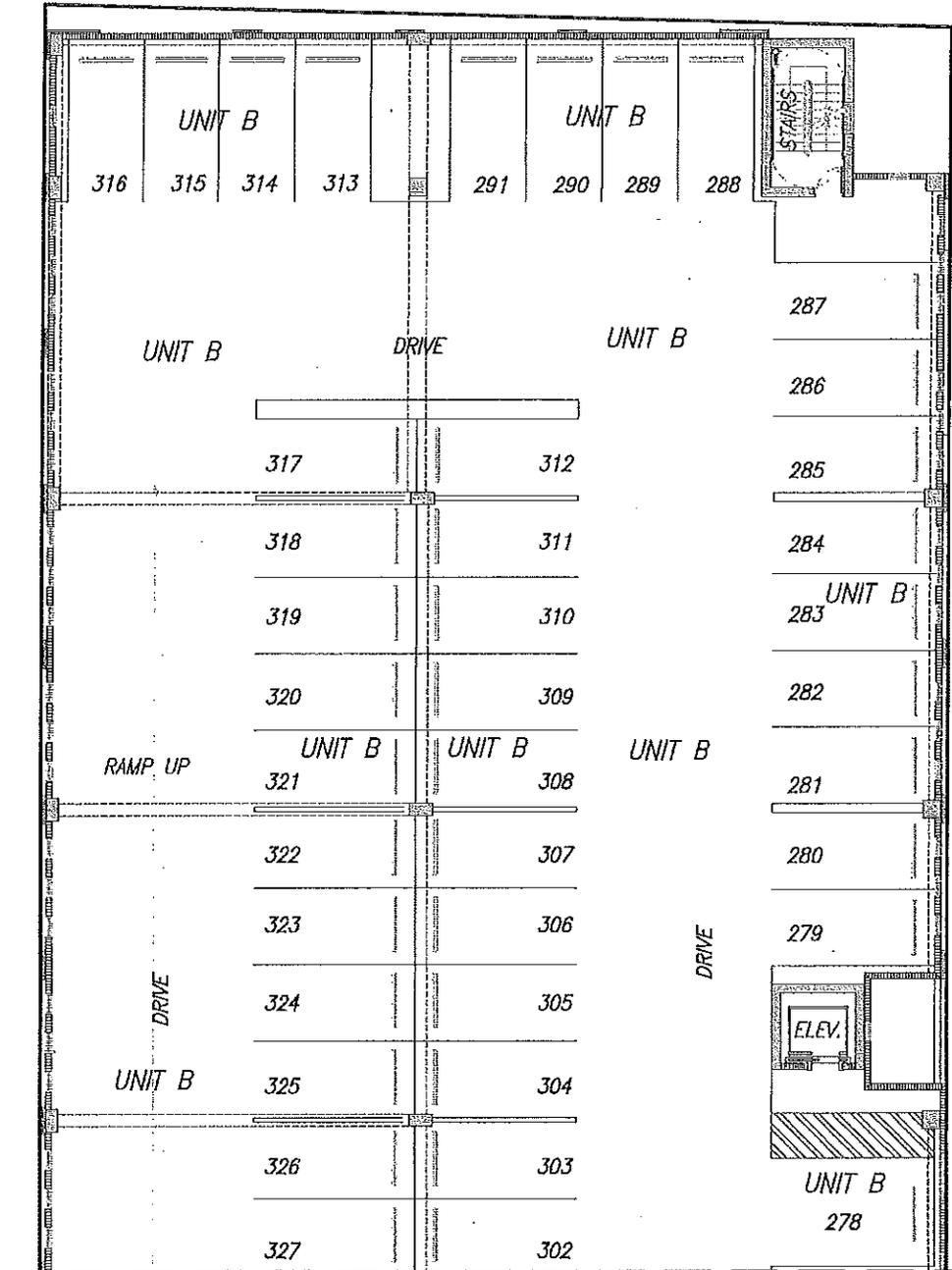
City of Miami, Florida

Page 14
Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

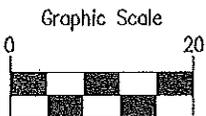
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2. ELEV. Denotes Elevator



MATCH LINE—PAGE 14

Lying Generally Between Elevations
56.58' and 65.91' (NGVD29)



**FIFTH FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**

Prepared By:

Schwabke-Shiskin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

City of Miami, Florida

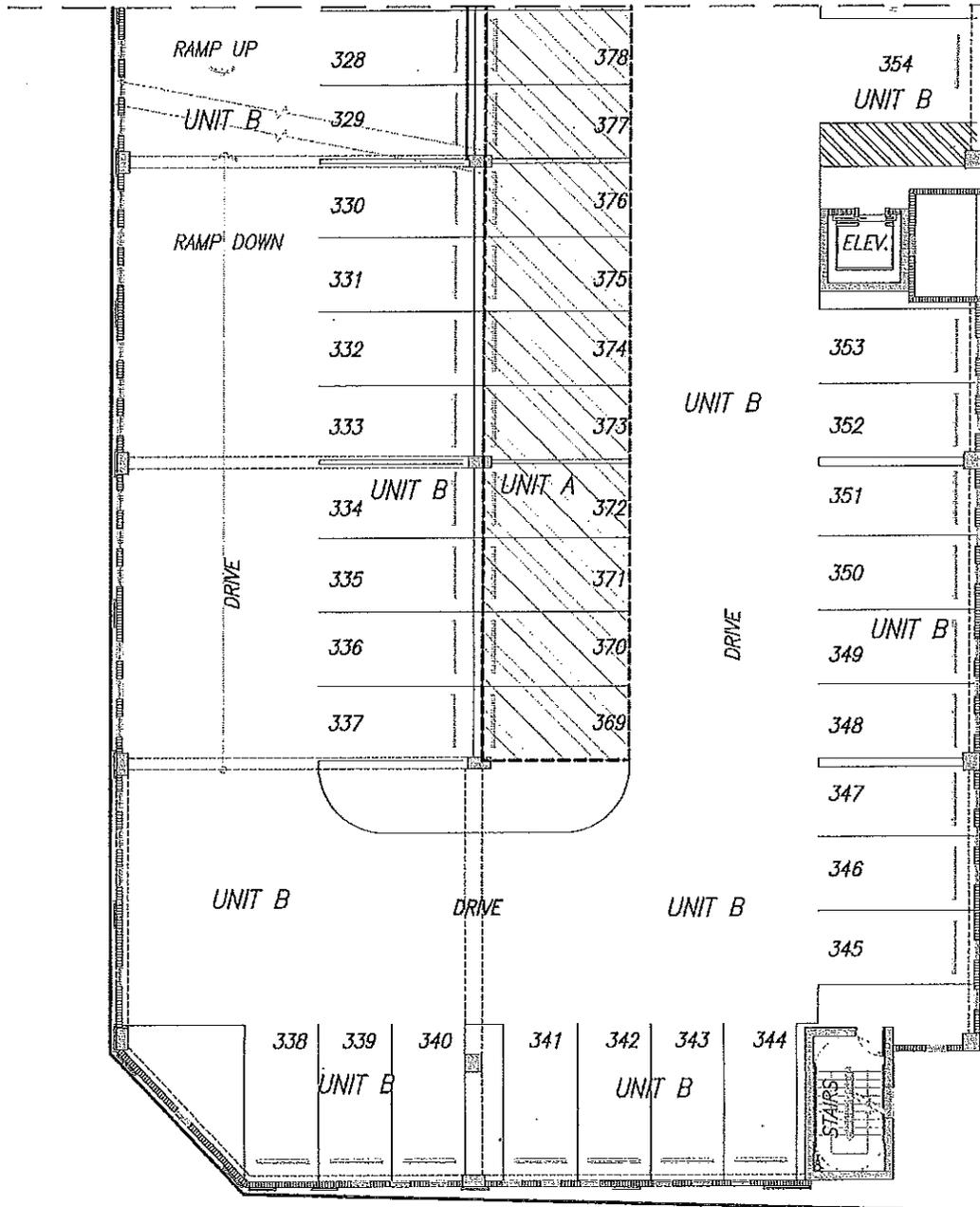
Page 15
Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

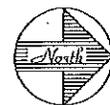
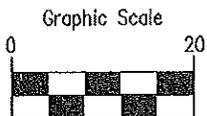
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2. ELEV. Denotes Elevator

MATCH LINE—PAGE 17



Lying Generally Between Elevations
66.58' and 75.91' (NGVD29)



**SIXTH FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**

Prepared By:

Schwabke-Shishin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

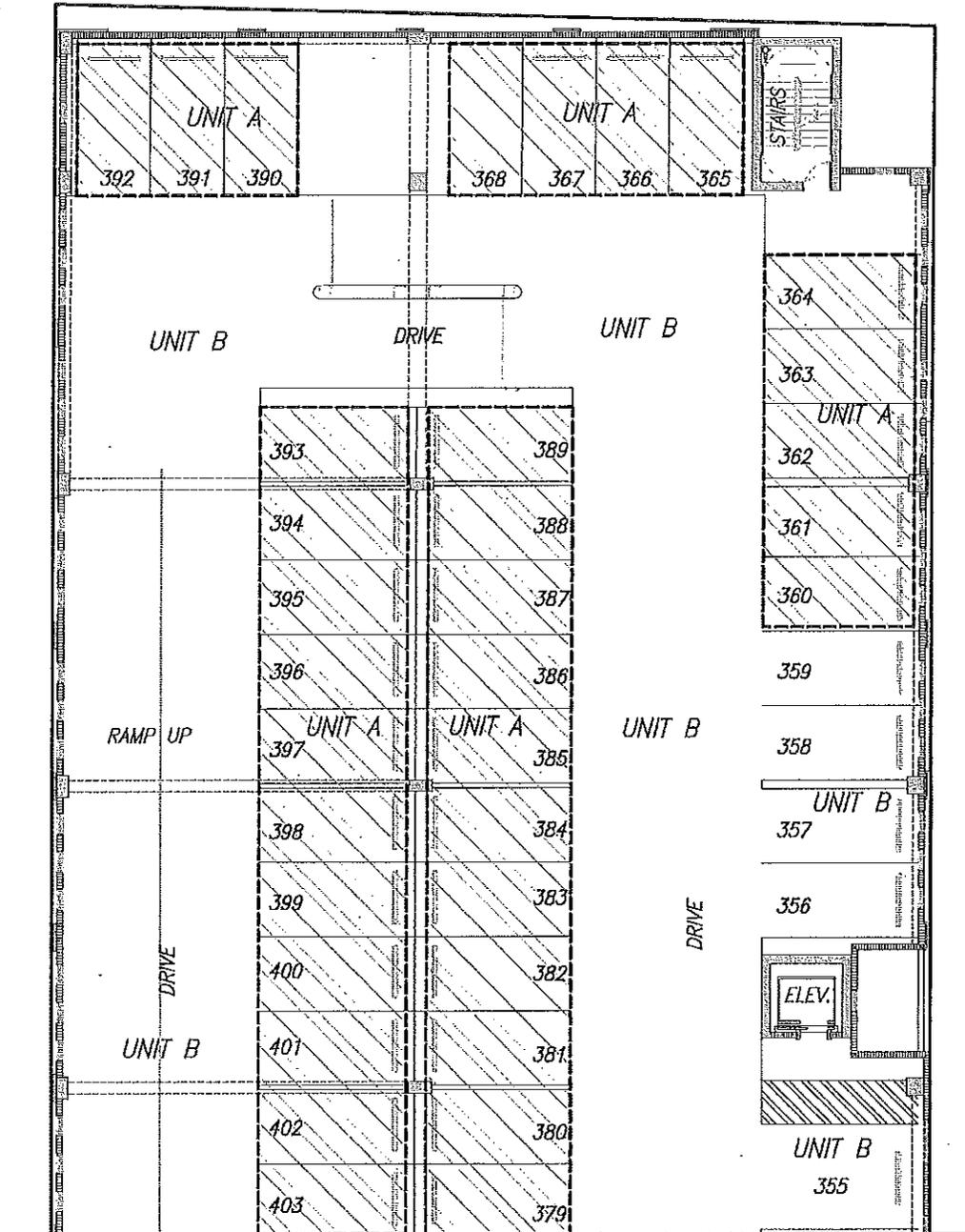
City of Miami, Florida

Page 16
Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

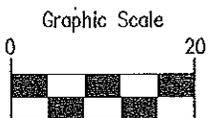
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2. ELEV. Denotes Elevator



MATCH LINE—PAGE 16

Lying Generally Between Elevations
66.58' and 75.91' (NGVD29)



**SIXTH FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**

Prepared By:

Schwelke-Shishin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

City of Miami, Florida

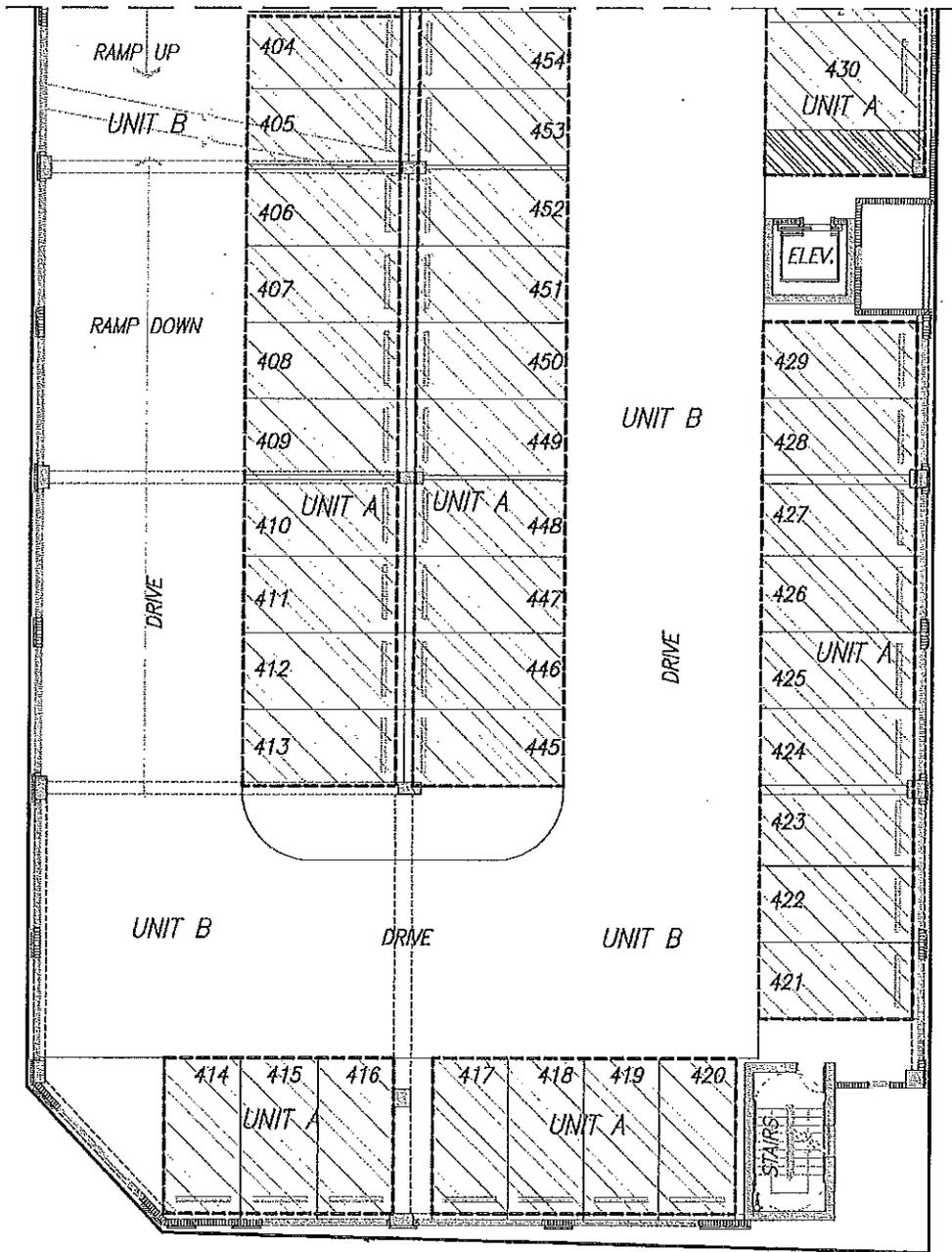
Page 17
Exhibit A-1

Prepared For:
City of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

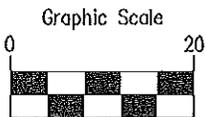
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2. ELEV. Denotes Elevator

MATCH LINE—PAGE 19



Lying Generally Between Elevations
76.58' and 85.91' (NGVD29)



**SEVENTH FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**

Prepared By:
Schwabke-Shishkin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

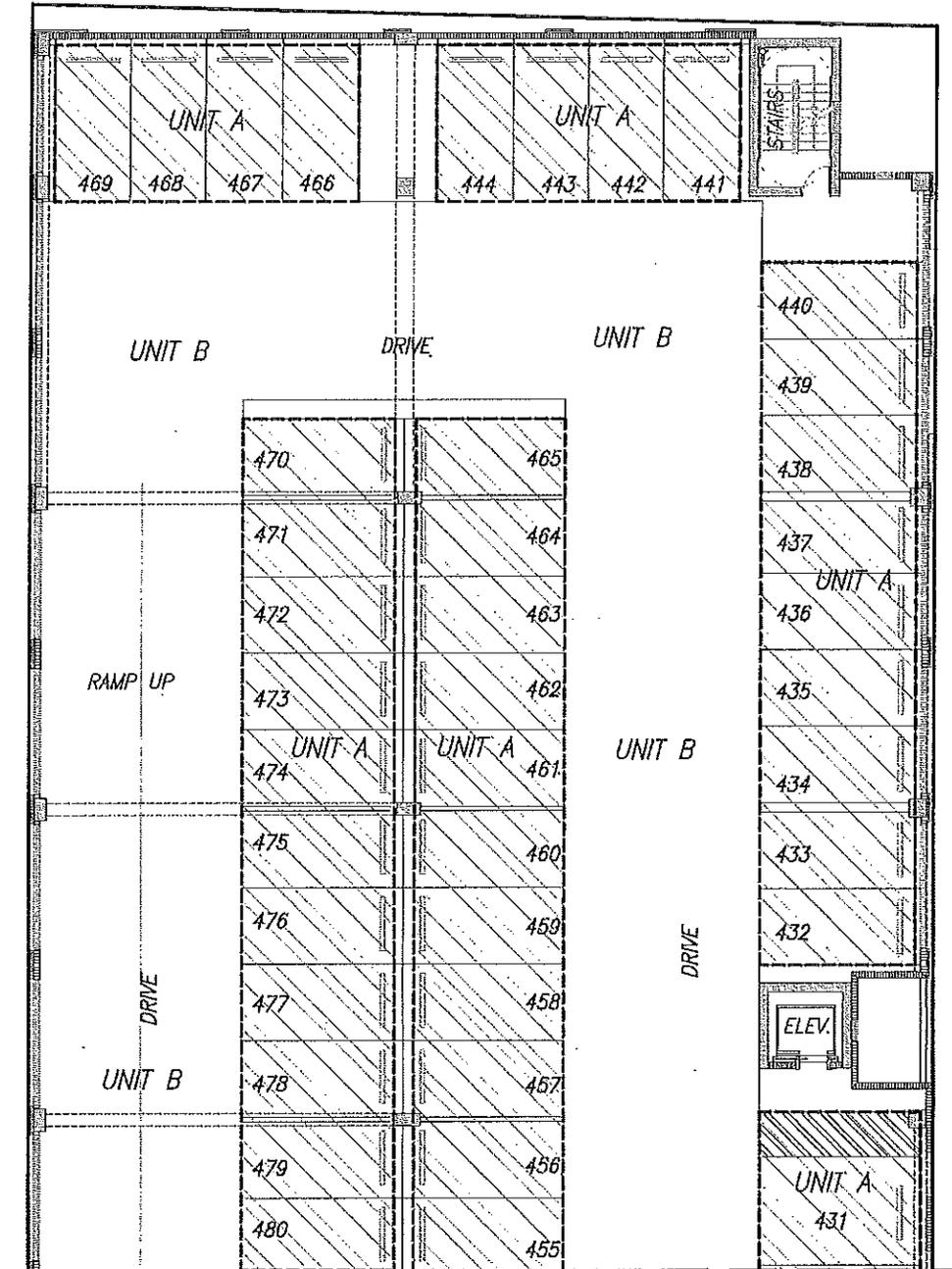
City of Miami, Florida

Page 18
Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

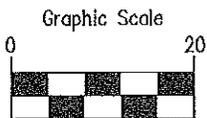
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2. ELEV. Denotes Elevator



MATCH LINE - PAGE 18

Lying Generally Between Elevations
76.58' and 85.91' (NGVD29)



**SEVENTH FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**

Prepared By:

Schwelke-Shiskin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

City of Miami, Florida

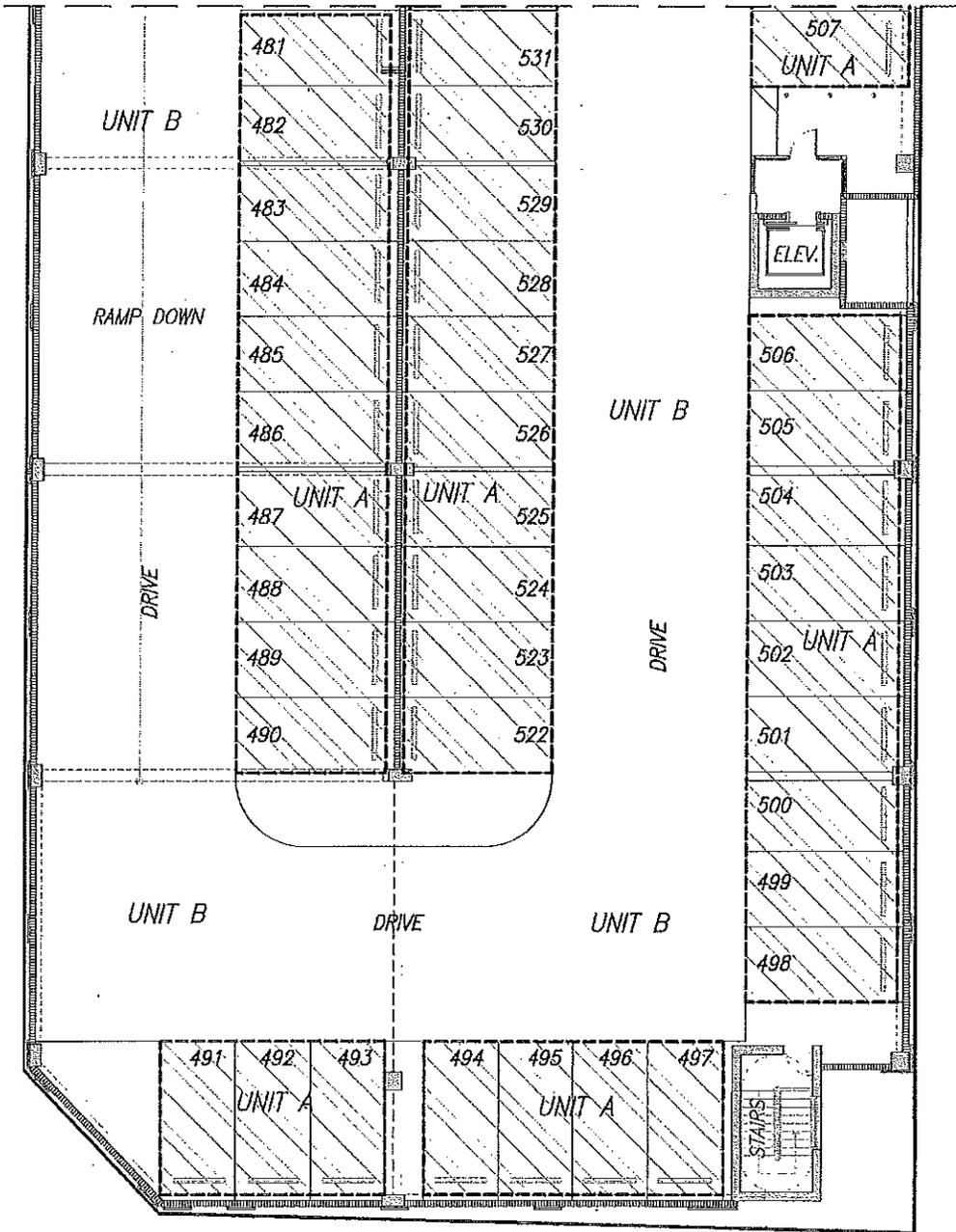
Page 19
Exhibit A-1

Prepared For:
City of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

SURVEYOR'S NOTES :

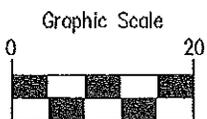
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MATCH LINE—PAGE 21



Lying Generally Above Elevation
86.58' (NGVD29)

**EIGHTH FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**



Prepared By:
Schwabke-Shitskin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph. (954) 435-7010

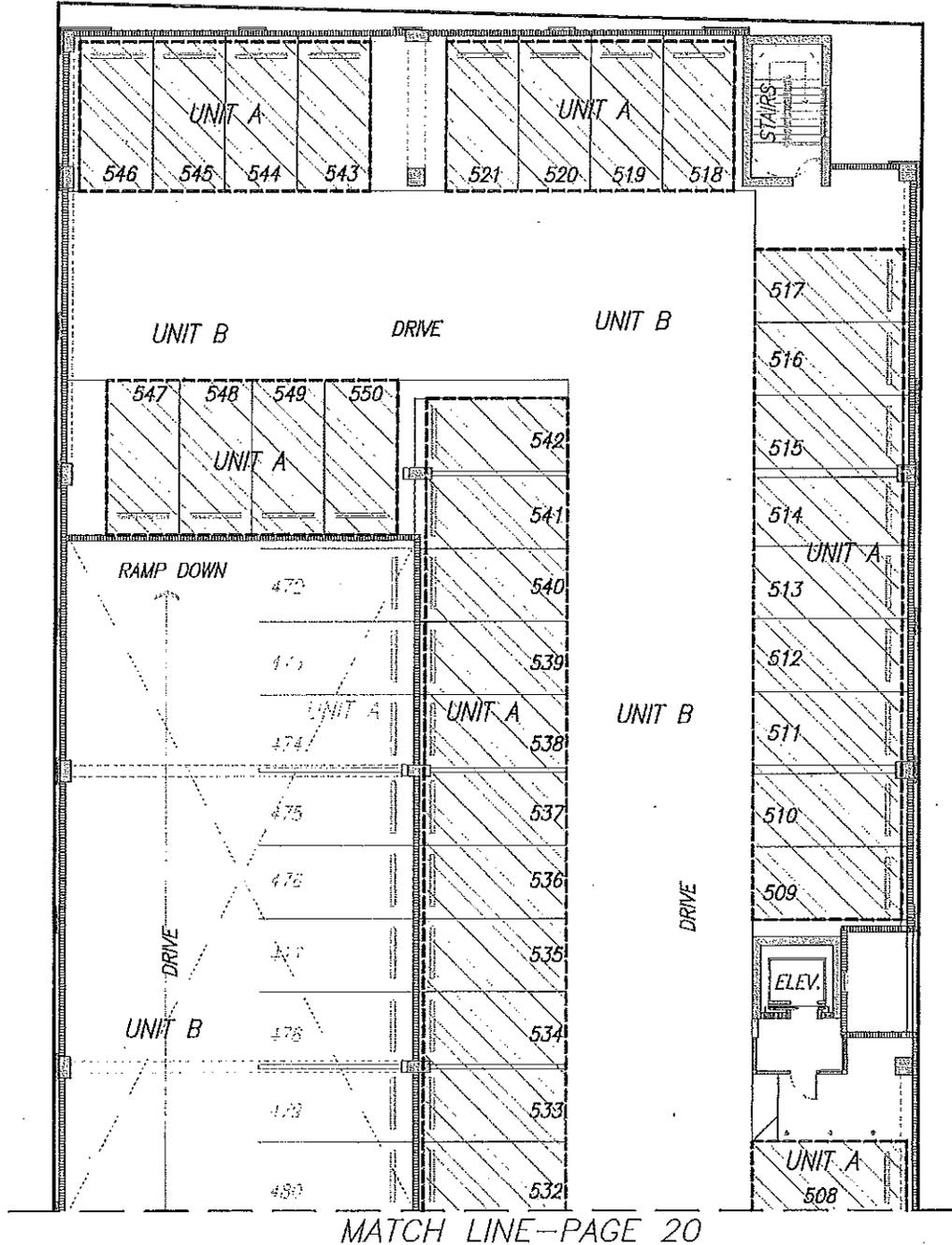
City of Miami, Florida

Page 20
Exhibit A-1

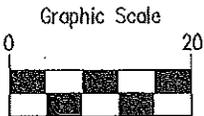
Prepared For:
City of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

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Lying Generally Above Elevation
86.58' (NGVD29)



**EIGHTH FLOOR
UNIT BOUNDARIES
ANDALUSIA GARAGE**

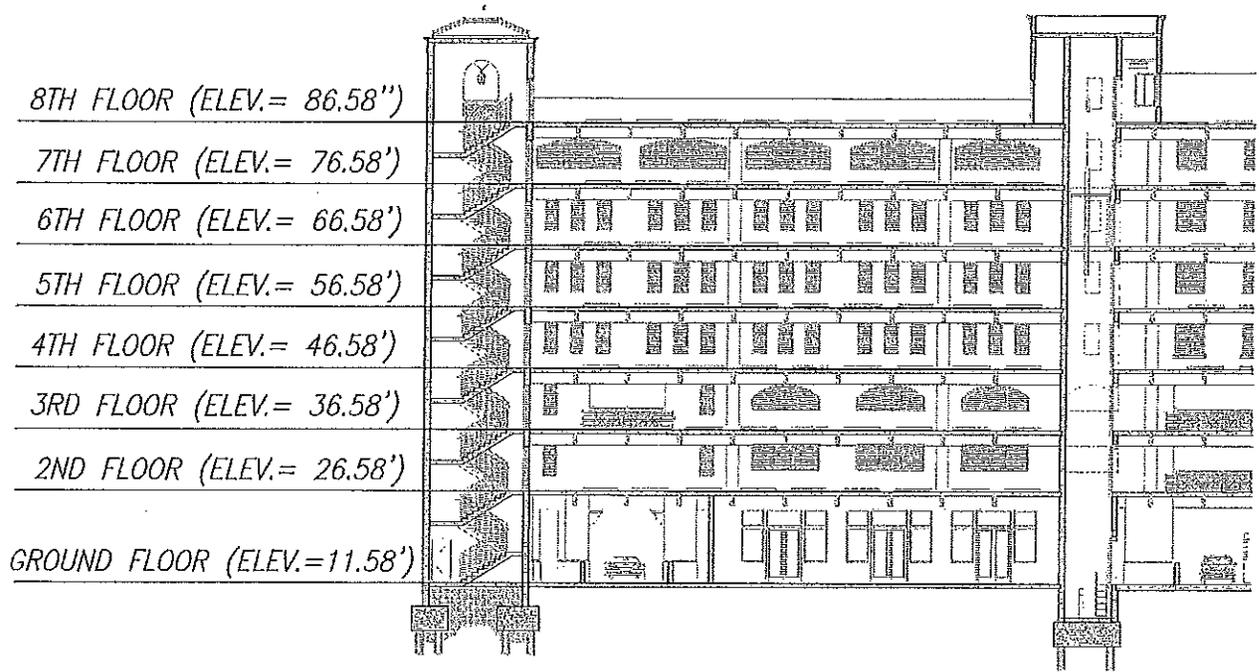
Prepared By:

Schwelke-Shitskin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph.(954)435-7010

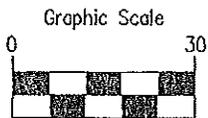
City of Miami, Florida

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Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015



ALL ELEVATIONS, AS SHOWN, ARE REFERENCED TO NGVD
(NATIONAL GEODETIC VERTICAL DATUM, 1929 ADJUSTMENT)



ELEVATIONS
ANDALUSIA GARAGE

Prepared By:

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City of Miami, Florida

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Exhibit A-1

Prepared For:
City Of Coral Gables
1 Alhambra Plaza
Coral Gables, FL 33134
On May 12, 2015

Replacement Exhibit B to Garage Lease

Unit A of ANDALUSIA GARAGE CONDOMINIUM, according to the Declaration of Condominium thereof recorded in Official Records Book _____, Page _____, of the Public Records of Miami-Dade County, Florida

and

Unit B of ANDALUSIA GARAGE CONDOMINIUM, according to the Declaration of Condominium thereof recorded in Official Records Book _____, Page _____, of the Public Records of Miami-Dade County, Florida, together with the Shared Components described in the Declaration

CONSENT BY MORTGAGEE

TD BANK, N.A., a national banking association ("Mortgagee"), as the holder of the Mortgage) described below, encumbering the Garage Property, as described in the foregoing Fourth Amendment to Parking Garage Lease and Development Agreement ("Fourth Amendment"), hereby consents to the Fourth Amendment and further, consents to the recordation of a Memorandum of Fourth Amendment to Lease as contemplated by Fourth Amendment.

The "Mortgage" is comprised of the following documents, all recorded in the Public Records of Miami-Dade County, Florida:

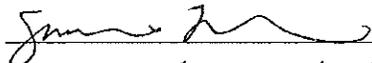
- (i) Construction Loan Mortgage and Security Agreement made by Developer, as mortgagor, in favor of Mortgagee, dated July 28, 2011, and recorded July 29, 2011, in Official Records Book 27774, Page 2705; and re-recorded on September 26, 2011, in Official Records Book 27838, Page 1149;
- (ii) First Modification of Mortgage dated August 14, 2012, and recorded September 11, 2012, in Official Records Book 28265, Page 453;
- (iii) Second Modification of Mortgage dated June 20, 2013, and recorded June 25, 2013, in Official Records Book 28695, Page 1752.

IN WITNESS WHEREOF, Mortgagee has executed this Consent of Mortgagee on the date set forth below.

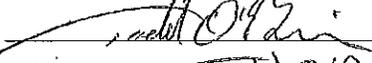
Witnesses:

TD BANK, N.A.,

a national banking association



Print Name: Sydney Willoughby



Print Name: Todd O'Brien

By: 

Print Name: Linda K Walker

Title: Vice President

Date: June 8, 2015