

This instrument was prepared by
and after recording return to:

Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart PA
600 Brickell Avenue, Suite 3500
Miami, Florida 33131

(Space reserved for Clerk)

MAINTENANCE AGREEMENT

(U.S.1 Sidewalk and FDOT ROW)

THIS MAINTENANCE AGREEMENT (the "Agreement") is made on this ____ day of _____, 2019, by 251 S DIXIE LLC, a Delaware limited liability company ("Owner"), whose place of business and mailing address is c/o NP International USA, LLC, 2020 Ponce de Leon Boulevard, Suite 1104, Coral Gables, FL 33134, to and for the benefit of the CITY OF CORAL GABLES, a municipal corporation under the laws of the State of Florida (the "City"), having an address at 405 Biltmore Way, Coral Gables, Florida, 33134 (collectively, the "Parties").

RECITALS

WHEREAS, Owner owns and holds fee simple title to that certain real property legally described in **Exhibit "A"**, attached hereto and made a part hereof (the "Property"), and intends to develop a mixed-use project on the Property (the "Project"); and

WHEREAS, on July 26, 2016, the City approved a Planned Area Development ("PAD") for the Project pursuant to Ordinance No. 2016-43 (Amended); and

WHEREAS, Owner has granted an easement over and across a portion of its land which portion is legally described in the attached **Exhibit "B"** (the "Sidewalk Area") to the Florida Department of Transportation ("FDOT") for use as a sidewalk along U.S.1 pursuant to Grant of Sidewalk Easement recorded on _____, 2019, at Book _____, Page _____ of the Official Records of Miami-Dade County; and

WHEREAS, modifications and improvements were made to the Owner Sidewalk Area as well as the sidewalk area within the FDOT right-of-way and easements adjacent to the Project (the "FDOT ROW"), (together with the Sidewalk Area, the "Maintenance Area") pursuant to Permit # 2018-A-690-007, 2019-L-690-00007 and 2019-D-690-0043;

WHEREAS, the Maintenance Area is depicted in the attached **Exhibit "C"**.

WHEREAS, City and FDOT have entered into that certain Florida Department of Transportation Gables Station Improvements Maintenance Memorandum of Agreement with the City of Coral Gables dated _____, 2019 (the "MMOA"); and

WHEREAS, the Parties desire to enter into an agreement for maintenance of the Maintenance Area as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein by reference in their entirety.
2. Improvements. Owner, at its sole cost and expense, shall improve the Maintenance Area (the "Improvements"), in conjunction with its development of the Project, and in accordance with a design to be designated by Owner and in compliance with all applicable laws and other legal requirements. Owner shall thereafter maintain the Maintenance Area at its sole cost and expense.
3. Maintenance and Expense. Owner, at its sole cost and expense, shall maintain the Maintenance Area and the Improvements thereon in good order, condition, and repair and in a safe, clean, fully functional and attractive manner consistent with the "City's Responsibilities" in sections 4, 5, 7, and 8 of the MMOA, which are attached hereto as **Exhibit "D"**.
4. Insurance. Owner, at its sole cost and expense, shall procure and maintain at all times throughout the term of this Agreement, a comprehensive commercial general liability insurance policy written on an occurrence basis, issued by a good and solvent insurance company authorized and licensed to do business under the laws of the State of Florida.
5. Indemnification and Hold Harmless. Owner agrees to indemnify, defend, and hold harmless the City its commissioners, officers, attorneys, consultants, agents, and employees from and against all claims, damages losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting, in whole or part, from the execution of this Agreement or from any claim or allegation related to their capacity or authority to execute this Agreement. Moreover, Owner agrees that nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law afforded to the City.
6. Term. This Agreement shall run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this

Agreement is recorded after which time it shall be extended automatically for successive periods of ten (10) years, until such time as the same is modified, released or terminated as set forth herein. Should this Agreement be modified, released or terminated, the City shall forthwith execute a written instrument effectuating and acknowledging such modification, release or termination.

7. Modification. This Agreement may be modified, amended, or released as to the land herein described, or any portion thereof, by written instrument executed by the then owner(s) of the Property, including joinders of all mortgagees, if any, and further provided that the same is also approved by the City of Coral Gables. Should this Agreement be so modified, amended or released, the City shall forthwith execute a written instrument effectuating and acknowledging such modifications, amendment, or release.
8. Enforcement. Enforcement shall be by action at law or in equity against any parties or person violating, or attempting to violate, any covenants, either to restrain violations or to recover damages. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both. In addition, in the event of a breach of this covenant, enforcement may be by action at law or in equity against any parties or person(s) violating, or attempting to violate, any covenants, either to restrain violations or to recover damages. The parties agree that a breach of this covenant shall create, in favor of the City, the presumption of irreparable harm for the purposes of any injunctive relief.
9. Election of Remedies. All rights, remedies, and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.
10. Severability. Invalidation of this Agreement, by judgment or Court order, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the City shall be entitled to revoke any approval predicated upon the invalidated portion.
11. Recording. This Agreement shall be recorded in the public records of Miami-Dade County, Florida, at the sole cost and expense of Owner and shall become effective immediately upon recordation.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Agreement this _____ day of _____, 2019.

WITNESS:

[Signature]
Print Name: Jerad Graham

[Signature]
Print Name: Jean Rottman

251 S DIXIE LLC, a Delaware
limited liability company

By: [Signature]
Name: Brent M. Reynolds
Title: Authorized Representative

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Brent M. Reynolds, the Authorized Representative of 251 S DIXIE LLC, this 17th day of September, 2019 who ☒ is personally known to me or ☐ produced _____ as identification.

[Signature]
Notary Public, State of Florida
Print Name: Jennifer Tomlinson
My commission expires: _____



IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Agreement this _____ day of _____, 2019.

WITNESS:

Alex Tabatt
Print Name: Alexandre Tabatt

City of Coral Gables, a municipal corporation of the State of Florida

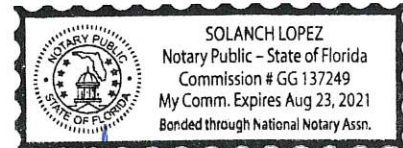
Sandra Rodriguez
Print Name: Sandra Rodriguez

By: [Signature]
Name: Peter J. Iglesias
Title: City Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Peter J. Iglesias the City Manager of the City of Coral Gables, a municipal corporation under the laws of the State of Florida, this 18th day of September, 2019 who is [☒] personally known to me or [☐] produced _____ as identification.

Notary Public, State of Florida
Print Name: Solanch Lopez
My commission expires: August 23, 2021



Approved as to form and legal sufficiency:

[Signature]
Miriam S. Ramos, City Attorney for the City of Coral Gables
Cristina M. Suarez, Deputy City Attorney

Attest:
[Signature]
Billy Y. Urquia
City Clerk

CONSENT OF LENDER

The undersigned, Bank OZK ("Mortgagee"), successor in interest to Bank of the Ozarks, hereby certifies that Mortgagee is the holder of a mortgage, lien, or other encumbrance upon the Property described in the foregoing Maintenance Agreement (the "Agreement"), and that Mortgagee hereby consents to the Agreement and agrees that the lien of its Mortgage, Security Agreement and Fixture Financing Statement, which is recorded in Official Records Book 30282, Page 2927, as affected by that certain Amended and Restated Mortgage, Security Agreement and Fixture Financing Statement recorded in Official Records Book 30815, Page 2101, shall be and hereby is subordinated to the Agreement.

WITNESSES:

MORTGAGEE:

BANK OZK,

successor in interest to Bank of the Ozarks

Robert Krenk

Print Name: Robert Krenk

Jordan Snyder

Print Name: Jordan Snyder

By: 7-7-19

Name: Juan Gonzalez

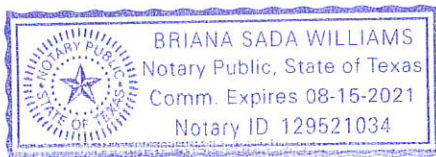
Title: Managing Director

NOTARIZATION

STATE OF TEXAS)

COUNTY OF DALLAS)

THIS IS TO CERTIFY, that on this 18 day of September, 2019, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Juan Gonzalez as Managing Director of Bank OZK, who ☒ is personally known to me or ☐ produced _____ as identification, and executed this Joinder.



Briana Sada Williams

NOTARY PUBLIC STATE OF Texas

Print Name: Briana Sada Williams

Commission No: 129521034

Commission Expires: 8/15/2021

EXHIBIT "A"

LEGAL DESCRIPTION

Tracts A and B of the REPLAT OF BLOCK 5 OF THE COMBINED AND SUPPLEMENTAL MAP OF MACFARLANE HOMESTEAD PLAT AND ST. ALBAN'S PARK, according to the Plat recorded in Plat Book 44, Page 22, of the Public Records of Miami-Dade County, Florida, less that portion dedicated for State Road No. 5 (U.S. No. 1).

AND

Beginning at a monument at the most westerly corner of Tract 1, as shown on REVISED PLAT OF PORTIONS OF COMBINED & SUPPLEMENTAL MAP OF MACFARLANE HOMESTEAD PLAT & ST. ALBAN'S PARK (P.B. 5-81) AND AMENDED PLAT OF COCONUT GROVE WAREHOUSE CENTER (P.B. 25-66), according to the Plat thereof, recorded in Plat Book 42, Page 44, of the Public Records of Miami-Dade County, Florida; thence Northeasterly along the Southeasterly right-of-way line of the Florida East Coast Railway, a distance of 158.95 feet to a pipe; thence deflecting to the right $87^{\circ} 20' 30''$ and in a Southeasterly direction, a distance of 200.12 feet to a pipe in the Northwesterly line of South Dixie Highway; thence deflecting to the right $92^{\circ} 39' 15''$ and in a Southwesterly direction along the Northwesterly line of the aforesaid South Dixie Highway, a distance of 168.28 feet to a pipe at the intersection of the Northwesterly line of South Dixie Highway and the Northeasterly line of Harding Crossing; thence deflecting to the right $90^{\circ} 1' 9''$ and in a Northwesterly direction along the Northeasterly line of Harding Crossing, a distance of 199.92 feet to Point of Beginning; less and excepting therefrom the Southeasterly 26 feet thereof, acquired for widening of State Road No. 5, according to Right-of-way map recorded in Plat Book 57, Page 65, of the Public Records of Miami-Dade County, Florida.

AND

That certain street designated as "Harding Crossing" described as that Street bounded on the Northwest by the Southeasterly Right-of-way of the former Florida East Coast Railway, on the Southwest by said Tract A, and on the Southeast by the Northwesterly Right-of-way line of State Road No. 5, and on the Northeast by said Tract 1.

AND

A portion of Tract 1 of REVISED PLAT OF PORTIONS OF COMBINED & SUPPLEMENTAL MAP OF MACFARLANE HOMESTEAD PLAT & ST. ALBAN'S PARK (P.B. 5-81) AND AMENDED PLAT OF COCONUT GROVE WAREHOUSE CENTER (P.B. 25-66), according to the Plat thereof, as recorded in Plat Book 42, at Page 44, of the Public Records of Miami-Dade County, Florida; together with a portion of that street Right-of-way

lying Northeasterly of and adjacent to said Tract 1, being more particularly described as follows:

Commence at the Northwestern line of said Tract 1 extended for a distance of 21.81 feet to the Point of Beginning of the tract of land hereinafter described, said point being situated on the arc of circular curve concave to the Northeast and having for its elements a radius of 350.00 feet and a central angel of $20^{\circ} 16' 01''$; thence run Southeasterly along the arc of said curve for a distance of 123.80 feet to a point of tangency on the Northeasterly line of said Tract 1; said point being 65.04 feet Northwest of (as measured along the Northeasterly line of said Tract 1) the most Easterly corner of said Tract 1; thence run South $50^{\circ} 47' 44''$ East along the Northeasterly line of said Tract 1 for a distance of 22.71 feet to a point of curvature of a circular curve to the West and having for its elements a radius of 25.00 feet and a central angle of $95^{\circ} 03' 47''$; thence run Southeasterly along the arc of said curve, for a distance of 41.48 feet to a point of compound curvature with another circular curve concave to the Northwest and having for its elements a radius of 1867.58 feet and a central angle of $1^{\circ} 31' 41''$; thence run Southwesterly along the arc of said curve for a distance of 49.81 feet to a point of tangency; thence run South $45^{\circ} 47' 44''$ West for a distance of 100.60 feet to a point; thence run North $46^{\circ} 50' 28''$ West for a distance of 174.18 feet to a point on the Northwestern line of said Tract 1; thence run North $45^{\circ} 47' 44''$ East along the Northwestern line of said Tract 1 for a distance of 187.58 feet to the Point of Beginning. Said tract of land lying and being situated in the City of Coral Gables, Miami-Dade County, Florida.

LESS AND EXCEPT the property conveyed to FDOT for right turn lane in Deed recorded in Official Records Book 28719, Page 4921, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

SIDEWALK AREA

(See following pages)

SECTION 20 - TOWNSHIP 64 SOUTH - RANGE 41 EAST

MATCH LINE "B-B" (SEE SHEET 6 OF 8 SHEETS)

SOUTHEASTERN RIGHT-OF-WAY LINE OF Ponce de Leon Boulevard

NORTHWESTERLY RIGHT-OF-WAY LINE OF THE MIAMI DADE COUNTY TRANSIT

PONCE DE LEON BOULEVARD

100' MIAMI DADE COUNTY TRANSIT (METRO RAIL)
(FORMERLY FLORIDA EAST COAST RAILROAD); RIGHT OF WAY

"REVISED REPLAT OF PORTIONS
OF THE COMBINED AND
SUPPLEMENTAL MAP OF
MACFARLANE HOMESTEAD PLAT
AND ST. ALBAN'S PARK (PB. S-81)
AND AMENDED PLAT OF COCONUT
GROVE WAREHOUSE CENTER (PB. 2B-65R)
(PB. 42, PG. 44)"

HARDING CROSSING
(PB. 44, PG. 22)

CLOSED, ABANDONED
AND VACATED BY
CITY OF CORAL GABLES
RESOLUTION NO. 21925,
O.R.B. 9873, PG. 157(8)

TRACT "A"

TRACT B OF BLOCK 5
OF THE
COMBINED AND
SUPPLEMENTAL MAP OF
MAC-FARLANE HOMESTEAD PLAT
AND ST. ALBAN'S PARK'
(PB. 44, PG. 22)

RIGHT OF WAY LINE AS PER SEE DETAIL "B"
O.R.D. 28719-PG. 4921

SEE DETAIL "A"

FLOROW AVENUE

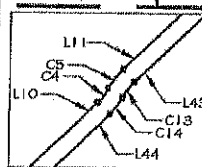
STATE HIGHWAY
[STATE ROAD No. 5]

FLORIDA AVENUE

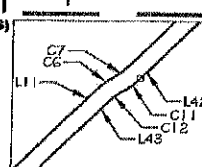
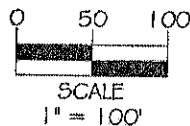
Curve #	Length
C1	71.24'
C2	54.99'
C3	40.73'
C4	6.66'
C5	9.45'
C6	7.58'
C7	6.04'
C8	4.05'
C9	10.75'
C10	6.18'
C11	7.76'
C12	6.49'
C13	7.00'
C14	7.22'
C15	40.90'
C16	126.32'

Life Table			
	Time t	Length	Direction
1	5.09	$145^{\circ} 44' 00''$	
2	15.4	$145^{\circ} 49' 25''$	
3	26.12	$145^{\circ} 15' 43''$	
4	14.1325	$145^{\circ} 49' 30''$	
5	6.985	$145^{\circ} 47' 44''$	
6	3.205	$145^{\circ} 59' 30''$	
7	10.070	$145^{\circ} 47' 44''$	
8	9.835	$145^{\circ} 47' 44''$	
9	180.005	$145^{\circ} 47' 44''$	
10	7.995	$145^{\circ} 47' 44''$	
11	20.87	$145^{\circ} 49' 45''$	
12	70.065	$145^{\circ} 47' 44''$	
13	11.23	$145^{\circ} 47' 44''$	
14	50.45	$145^{\circ} 47' 44''$	
15	9.84	$145^{\circ} 47' 44''$	
16	31.15	$145^{\circ} 47' 44''$	
17	10.024	$145^{\circ} 47' 44''$	
18	39.215	$145^{\circ} 47' 44''$	
19	2.465	$145^{\circ} 47' 44''$	
20	9.705	$145^{\circ} 47' 44''$	
21	183.65	$145^{\circ} 47' 44''$	
22	10.055	$145^{\circ} 47' 44''$	
23	40.215	$145^{\circ} 47' 44''$	
24	4.705	$145^{\circ} 47' 44''$	
25	11.61	$145^{\circ} 47' 44''$	
26	59.155	$145^{\circ} 47' 44''$	
27	18.835	$145^{\circ} 47' 44''$	
28	5.855	$145^{\circ} 47' 44''$	
29	6.745	$145^{\circ} 47' 44''$	
30	4.745	$145^{\circ} 47' 44''$	
31	6.45	$145^{\circ} 47' 44''$	
32	10.105	$145^{\circ} 47' 44''$	
33	76.185	$145^{\circ} 47' 44''$	
34	10.015	$145^{\circ} 47' 44''$	
35	92.225	$145^{\circ} 47' 44''$	
36	16.055	$145^{\circ} 47' 44''$	
37	7.445	$145^{\circ} 47' 44''$	
38	12.845	$145^{\circ} 47' 44''$	
39	13.105	$145^{\circ} 47' 44''$	
40	5.005	$145^{\circ} 47' 44''$	
41	34.095	$145^{\circ} 47' 44''$	
42	10.205	$145^{\circ} 47' 44''$	
43	14.1945	$145^{\circ} 47' 44''$	
44	30.905	$145^{\circ} 47' 44''$	
45	27.725	$145^{\circ} 47' 44''$	
46	17.525	$145^{\circ} 47' 44''$	
47	5.005	$145^{\circ} 47' 44''$	
48	5.005	$145^{\circ} 47' 44''$	
49	5.005	$145^{\circ} 47' 44''$	
50	23.605	$145^{\circ} 47' 44''$	

Curve Labels			
Curve #	Length	Radius	Deflection
C1	71.547	1063.87	0.294917
C2	54.59	1059.67	0.191361
C3	40.78	915.93	0.273571
C4	8.45	21.97	1.738267
C5	8.45	29.35	1.449714
C6	7.28	30.46	1.491158
C7	4.94	21.57	1.661158
C8	6.05	25.03	1.553270
C9	10.70	26.23	2.014462
C10	6.18	6.03	5.994307
C11	7.75	26.88	1.839727
C12	5.43	23.93	1.937125
C13	6.09	25.99	1.667491
C14	2.22	92.21	15.82034
C15	40.36	921.95	0.063244
C16	126.53	1869.33	0.058249



DETAIL "A" NOT TO SCALE



DETAIL "B" NOT TO SCALE

THIS IS NOT A SURVEY

 PROPOSED EASEMENT AREA

SURVEYORS

* PHONE: (305) 463-0912 *

* FAX: (305) 513-5680 *

* WWW.LONGITUDESURVEYORS.COM * JOB No. 15391

ITEM/SEQ. No.:

SECT/JOB NO.:

FAP No.:

SR No.:

COUNTY:

COURT V.
BARCEL No.

SHEET 4 OF 5

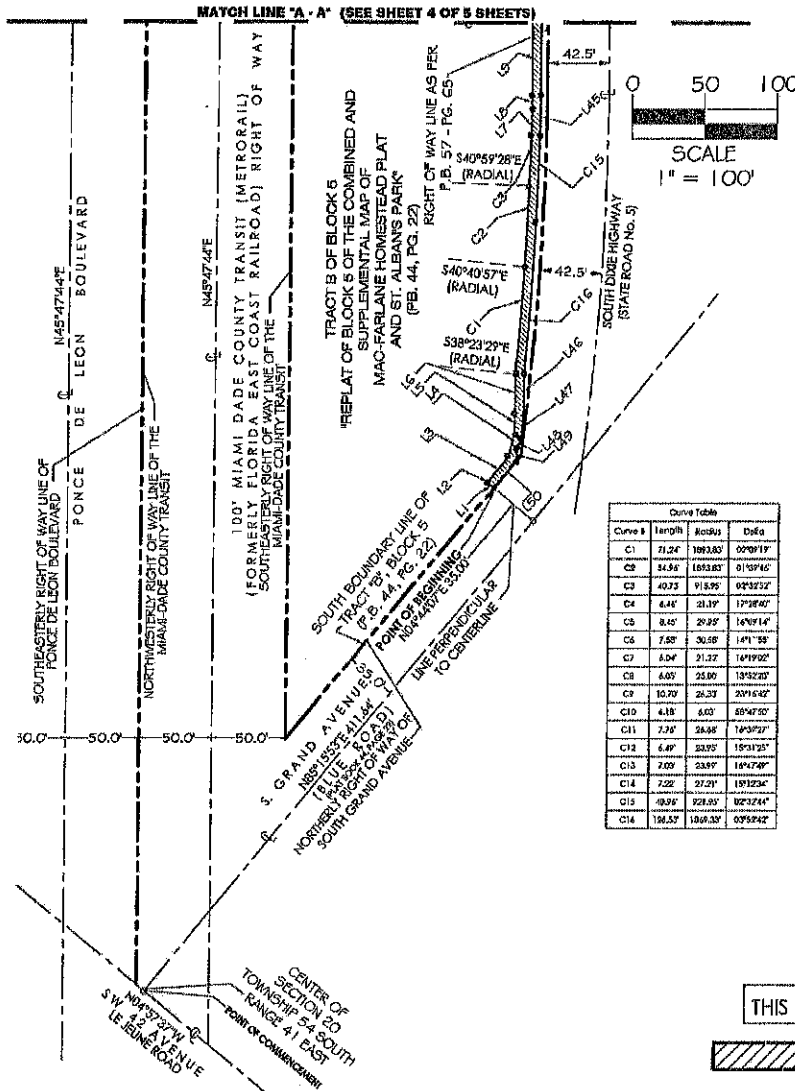
PC	POINT OF CURVATURE	R	RADIUS
PC	CENTERLINE	RY	RECORD
PT	POINT OF TANGENCY	C	CHORD
Δ	DELTA	PCB	POINT OF BEGINNING
ORD	OFFICIAL RECORDS BOOK	POT	POINT OF TERMINATION
1	LENGTH	POC	POINT OF COMMENCEMENT
(V)	MEASURED	PRG	POINT OF REVERSE CURVATURE
P.B.	PLAT BOOK	PWT	POINT OF VIEW TANGENCY
PG.	PAGE	PWTC	POINT OF VIEW TANGENT CURVATURE

NOTICE: This document consists of 5 pages and not valid, full and complete without all pages.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PERPETUAL SIDEWALK EASEMENT

SECTION 20 - TOWNSHIP 54 SOUTH - RANGE 41 EAST



Curve Table		
Curve #	Length	Direction
C1	5.07	N45°44'07"W
C2	1.54	N45°47'55"E
C3	26.12	N45°11'55"E
C4	16.32	N45°09'36"E
C5	9.48	N45°17'44"E
C6	31.37	N45°10'34"E
C7	10.79	N45°47'44"E
C8	2.64	N45°47'44"E
C9	188.04	N45°47'44"E
C10	7.99	N45°47'44"E
C11	128.63	N45°49'45"E
C12	28.04	N45°47'41"E
C13	11.69	N45°02'07"W
C14	36.43	N45°17'44"E
C15	9.44	N44°12'14"W
C16	21.13	N45°47'44"E
C17	10.24	S44°19'16"E
C18	37.31	N45°49'53"E
C19	2.80	N45°57'53"E
C20	9.50	N44°12'14"W
C21	183.49	N45°47'12"E
C22	10.02	S44°12'14"E
C23	40.21	N45°44'08"E
C24	6.76	N44°12'14"W
C25	11.47	N45°47'44"E
C26	30.11	N45°02'36"E
C27	18.55	S45°09'45"W
C28	3.34	S45°47'44"W
C29	6.77	S44°12'14"E
C30	43.72	S45°43'20"W
C31	8.47	S45°47'44"W
C32	18.03	S44°12'14"E
C33	171.48	S45°47'13"W
C34	10.01	S44°12'14"E
C35	82.32	S45°47'44"W
C36	10.24	N44°12'14"W
C37	7.44	S45°47'44"W
C38	12.40	S45°47'00"E
C39	19.05	S33°12'36"W
C40	40.88	S45°42'12"W
C41	14.04	S45°47'55"W
C42	63.79	S45°47'43"W
C43	120.24	S45°49'45"W
C44	196.49	S45°47'44"W
C45	32.35	S45°47'45"W
C46	27.72	S45°47'20"W
C47	17.04	S32°16'01"W
C48	3.61	S46°00'27"W
C49	8.87	S32°19'34"W
C50	23.67	S44°18'53"W

Curve Table			
Curve #	Length	Radius	Delta
C1	51.24	1893.83	02°09'17"
C2	34.98	1893.83	01°09'45"
C3	40.73	915.95	04°32'22"
C4	6.44	21.39	17°38'40"
C5	8.45	29.25	14°07'14"
C6	7.58	30.58	14°1'55"
C7	5.04	31.27	14°19'02"
C8	6.05	25.90	19°52'02"
C9	10.70	26.23	20°16'42"
C10	4.15	6.02	89°47'02"
C11	7.75	24.88	14°39'27"
C12	6.49	33.93	15°01'25"
C13	2.09	23.89	14°47'49"
C14	7.22	27.21	19°12'34"
C15	19.91	128.30	102°12'44"
C16	186.57	1846.32	09°59'42"

THIS IS NOT A SURVEY

PROPOSED EASEMENT AREA

LONGITUDE

SURVEYORS

7769 NW 68 STREET SUITE 375

DORAL FLORIDA 33166

PHONE: (305) 463-0912

FAX: (305) 513-5680

WWW.LONGITUDESURVEYORS.COM JOB No. 15391

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI

ITEM/SEG. No.:

SECT/JOB No.:

FAP No.:

SR No.:

COUNTY:

PARCEL No.:

SHEET 3 OF 5

LEGEND

PO	POINT OF ORIGIN	R	RADIUS
CL	CENTERLINE	(R)	RECORD
PT	POINT OF INTERSECTION	C	CHORD
AL	ADJACENT	PUB	POINT OF BEGINNING
OF	OFFICIAL RECORDS BOOK	POC	POINT OF COMPLETION
JE	JEANETTE	POT	POINT OF TERMINATION
ME	MEASURED	PRC	POINT OF REVERSE CURVATURE
PL	PLAY BOOK	PRT	POINT OF INTERSECTION
PL	PLAT	PRT	POINT OF INTERSECTION

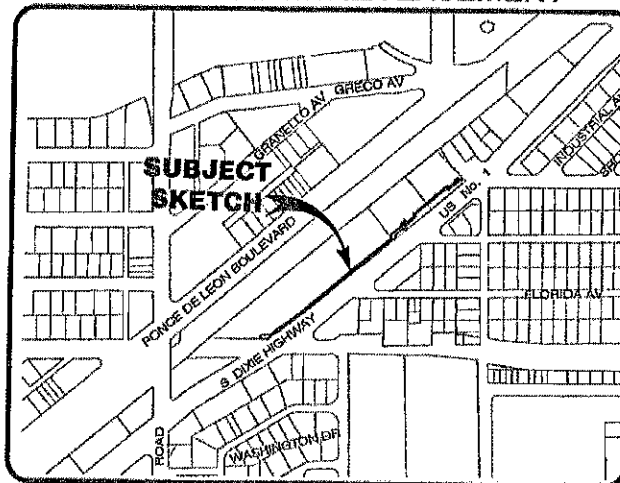
THIS IS NOT A SURVEY

CONTAINING A TOTAL OF 7,121.17 SQUARE FEET, MORE OR LESS, BY CALCULATIONS.

PC	POINT OF CURVATURE	R	RADIUS
P	PERCENT	RDRD	REDWOOD
PT	POINT	C	CLOSED
Δ	DELTA	POB	POINT OF BEGINNING
CRS	OFFICIAL RECORDS BOOK	POC	POINT OF COMMENCE
LENTH	LENGTH	POI	POINT OF TERMINATION
AV	ADJUSTED	PRC	POINT OF REVERSE CURVATURE
PL	PLAT BOOK	PII	POINT OF NON-TANGENCY
PG	PAGE	PRVC	POINT OF REVERSE CURVATURE

NOTICE: This document consists of 6 pages and not valid, full and complete without all pages.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION PERPETUAL SIDEWALK EASEMENT



SECTION 20 - TOWNSHIP 54 SOUTH - RANGE 41 EAST

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

LOCATION MAP

(NOT TO SCALE)
THE LEGAL DESCRIPTION OF THE SUBJECT PARCEL WAS GENERATED FROM THE FOLLOWING DOCUMENTS:

1. PLAT OF "REVISED PLAT OF PORTIONS OF COMBINED AND SUPPLEMENTAL MAP OF MACFARLANE HOMESTEAD PLAT AND ST. ALBANS PARK (P. 5-81) AND AMENDED PLAT COCONUT GROVE WAREHOUSE CENTER (P. 25-26)", RECORDED IN PLAT BOOK 42, AT PAGE 44, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA.
2. PLAT OF "REPLAT OF BLOCK 5 OF THE COMBINED AND SUPPLEMENTAL MAP OF MACFARLANE HOMESTEAD PLAT AND ST. ALBANS PARK", RECORDED IN PLAT BOOK 44, AT PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA.
3. SOUTH CORRIDOR RIGHT OF WAY MAP, DRAWING NO. RW05-A AND RW06-A, PREPARED BY THE KAISER TRANSIT GROUP, APPROVED BY METROPOLITAN DADE COUNTY OFFICE OF TRANSPORTATION ADMINISTRATION ON MARCH 9, 1979.

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF SOUTH DIXIE HIGHWAY (U.S. NO. 1) WITH AN ASSUMED BEARING OF N45°47'44"E, SAID LINE TO BE CONSIDERED A WELL ESTABLISHED AND MONUMENTED LINE.

EASEMENTS AND ENCUMBRANCES:

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT INFORMATION WAS PROVIDED AS TO THE EXISTENCE OF ANY EASEMENTS OTHER THAN THAT APPEARS ON THE UNDERLYING PLAT OF RECORD. PLEASE REFER TO THE LIMITATIONS ITEM WITH RESPECT TO POSSIBLE RESTRICTIONS OF RECORD AND UTILITY SERVICES.

RESTRICTIONS:

SINCE NO OTHER INFORMATION WERE FURNISHED OTHER THAN WHAT IS CITED IN THE ABOVE PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT, THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA OR ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.

THIS DOCUMENT DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE DESCRIBED PROPERTY, OR ANY PART OR PARCEL THEREOF.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AND THE SURVEY MAP RESULTING THEREFROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE FLORIDA STATUTES AND PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, PURSUANT TO RULE 5J-17.053 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 47.027 OF THE FLORIDA STATUTES.

LONGITUDE SURVEYORS, INC. A FLORIDA LIMITED LIABILITY COMPANY
FLORIDA LICENSE OF AUTHORIZATION NUMBER LB7335

BY:

EDUARDO M. SUAREZ, PLS
REGISTERED SURVEYOR AND MAPPER, 6313
STATE OF FLORIDA

SIGNATURE DATE:

4/24/19

THIS IS NOT A SURVEY

NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

LONGITUDE

SURVEYORS

7760 NW 48 STREET SUITE 375

DORAL, FLORIDA 33166

PHONE: (305) 463-0912

FAX: (305) 513-5680

WWW.LONGITUDESURVEYORS.COM JOB No. 15391

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI

ITEM/SEG. No.:

SECT/JOB No.:

FAP No.:

SR No.:

COUNTY:

PARCEL No.:

SHEET 1 OF 5

LEGEND

JOINT OF CURBLINE	A	AVOID
CENTERLINE	B	RECORD
POINT OF INTERSECTION	C	CHORD
STATION	POB	POINT OF BEGINNING
OPTICAL RECORD BOOK	POI	POINT OF INTERSECTION
LENGTH	POV	POINT OF VIEW
MEASURED	POC	POINT OF CURVATURE
PLAT BOOK	POV	POINT OF VIEW
PAGE	POC	POINT OF CURVATURE

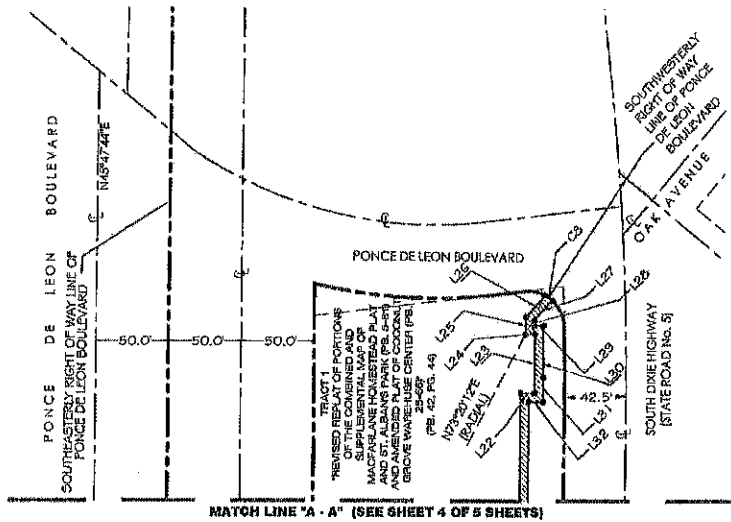
NOTICE: This document consists of 5 pages and not valid, full and complete without all pages.



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PERPETUAL SIDEWALK EASEMENT

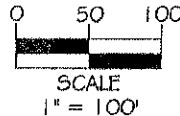
SECTION 20 - TOWNSHIP 34 SOUTH - RANGE 41 EAST



Line #	Length	Direction
12	5.00	N44°44'09"W
13	1.54	N47°47'58"E
14	21.12	N45°15'53"E
15	14.53	N45°47'30"E
16	9.80	N45°47'47"E
17	31.32	N45°58'34"E
18	10.20	N45°47'44"E
19	8.50	N45°47'46"E
20	188.00	N45°47'42"E
21	7.99	N45°47'44"E
22	120.62	N45°48'45"E
23	78.00	N45°47'41"E
24	11.09	N44°05'09"W
25	38.45	N45°47'44"E
26	9.46	N44°12'14"W
27	21.13	N45°47'44"E
28	10.24	S44°12'14"E
29	37.71	N45°48'23"E
30	3.49	N45°57'53"E
31	7.85	S44°12'14"W
32	183.89	N45°47'13"E
33	10.05	S44°12'14"E
34	40.28	N45°44'09"E
35	6.76	S44°12'14"W
36	11.40	N45°47'44"E
37	20.11	N45°02'34"E
38	78.55	S45°09'40"W
39	3.30	S45°47'47"E
40	8.70	S44°12'14"E
41	43.72	S45°47'54"W
42	8.47	S45°47'44"W
43	10.05	S44°12'14"W
44	17.49	S45°47'13"W
45	10.91	S44°12'14"E
46	22.25	S45°47'44"W
47	10.84	N44°12'14"W
48	7.44	S45°47'44"W
49	12.03	S45°47'40"E
50	13.05	S45°12'34"W
51	40.85	S45°47'43"W
52	1.44	S45°47'35"W
53	65.79	S45°47'41"W
54	120.24	S45°48'40"W
55	154.47	S45°47'44"W
56	20.89	S45°47'45"W
57	22.72	S45°47'38"W
58	17.24	S45°19'08"W
59	5.04	S45°02'20"W
60	0.00	S50°00'54"W
61	23.89	S45°15'53"W

Curve #	Length	Radius	Delta
C1	71.24	1892.80	0°00'19"
C2	54.98	1892.85	0°03'46"
C3	40.12	915.05	0°03'28"
C4	6.45	31.49	1°28'40"
C5	8.45	29.50	40°20'14"
C6	7.98	30.88	84°17'52"
C7	8.04	21.22	16°19'52"
C8	4.95	25.65	1°09'20"
C9	10.70	24.35	2°15'41"
C10	6.18	6.00	59°47'50"
C11	7.78	26.40	16°09'21"
C12	4.49	23.93	15°03'23"
C13	7.00	23.77	14°47'40"
C14	7.92	22.21	19°17'34"
C15	48.45	921.98	0°32'14"
C16	126.53	1849.55	0°32'49"

PROPOSED EASEMENT AREA



THIS IS NOT A SURVEY

LONGITUDE
SURVEYORS

7769 NW 48 STREET SUITE 375
DORAL, FLORIDA 33166
* PHONE: (305) 463-0912 *
* FAX: (305) 913-5660 *

* WWW.LONGITUDESURVEYORS.COM * JOB No. 15391

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI

ITEM/SEG. No.:

SECT/JOB No.:

FAP No.:

SR No.:

COUNTY:

PARCEL No.:

SHEET 5 OF 5

LEGEND

PC	POINT OF CURVATURE	R	RADIUS
CL	CENTERLINE	(R)	RECORD
PT	POINT OF TANGENCY	C	CHORD
Δ	DELTA		
ORG	OFFICIAL RECORDS BOOK	PBD	POINT OF BEGINNING
LEN	LENGTH	PBC	POINT OF BEGINNING
ME	MEASURED	POT	POINT OF TERMINATION
PL	PLAT BOOK	PRC	POINT OF REVERSE CURVATURE
PL	PLAT	PNT	POINT OF NON-TANGENCY
		PNT	POINT OF NON-TANGENCY CURVATURE

EXHIBIT "C"

MAINTENANCE AREA

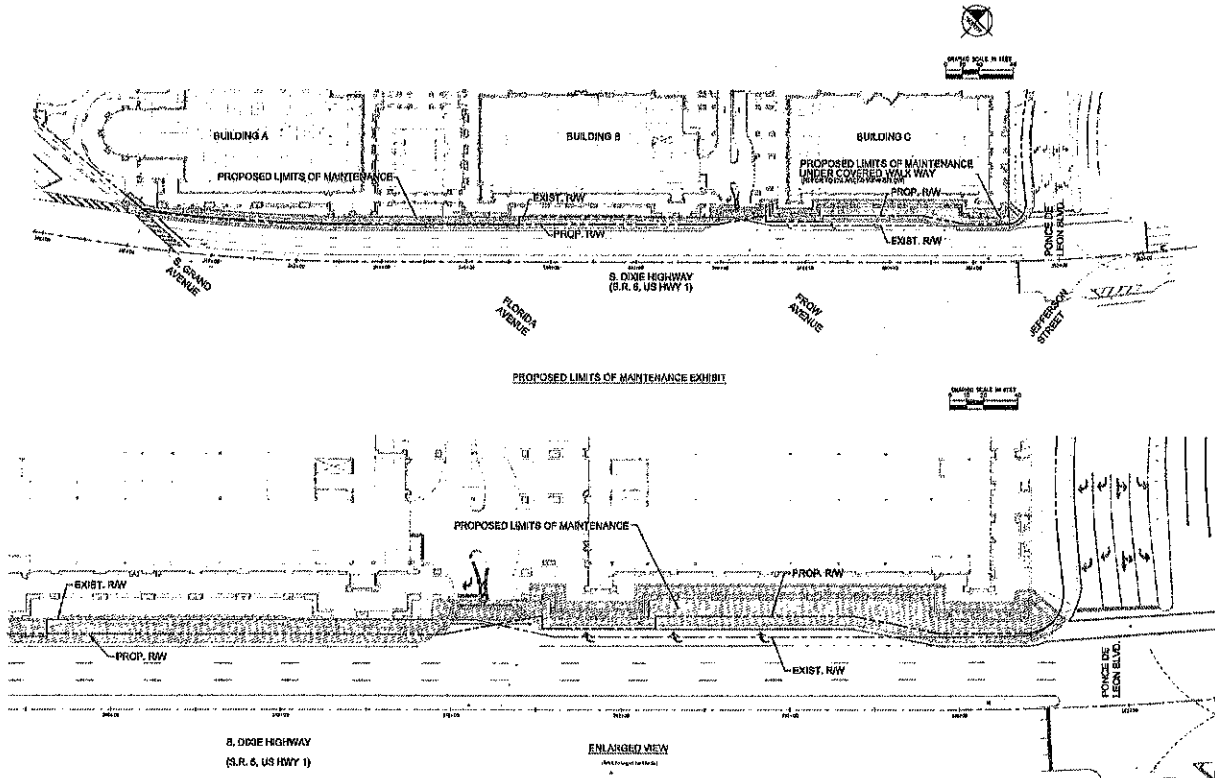


EXHIBIT "D"

SECTIONS 4, 5, 7, and 8 OF MMOA

4. CITY'S RESPONSIBILITIES

The **CITY** shall inspect, manage and perform maintenance and repairs of all **IMPROVEMENTS** located within the **PROJECT LIMITS**, including all repairs to the covered walkway above the **IMPROVEMENTS**. The **CITY** shall further inspect the **PROJECT LIMITS** to ensure that no unpermitted **IMPROVEMENTS** or modifications are installed or constructed, and that any such unpermitted **IMPROVEMENTS** or modifications are immediately removed, or permitted in accordance with the **DEPARTMENT's** permitting requirements. Notwithstanding the foregoing, the **CITY** shall be obligated to remove any **IMPROVEMENTS** or features within the **PROJECT LIMITS** that may cause an unsafe condition to the public.

The **CITY's** maintenance and repair obligations shall extend and include, but not be limited to, sidewalks, sidewalk lighting, pavers, pedestrian ramps, grass, landscape, planters, irrigation, vents, and grates located within the **PROJECT LIMITS** on State Right of Way and easements.

The **CITY** shall be responsible for and inspect, maintain, repair and manage or cause to be maintained and repaired all aboveground features located within the footprints of the **PROJECT LIMITS**, including but not limited to commercial elements, banners, vending machines, decorative lighting, ornamental light fixtures, benches, ash urns, trash receptacles, bicycle racks, valet parking stations, play/entertainment areas, event tents and platforms, kiosks, tables and chairs, advertising items, decorations, and other features installed within the **PROJECT LIMITS** from time to time, pursuant to a duly issued permit.

The **CITY** shall ensure that a **CLEAR PEDESTRIAN PATH** is maintained at all time in the State Right of Way and easements, within the **PROJECT LIMITS**. For purposes of this **AGREEMENT**, the **CLEAR PEDESTRIAN PATH** is defined as an American Disabilities Act (ADA) compliant continuous, properly lighted, safe and unobstructed way of pedestrian passage within the **PROJECT LIMITS**, extending horizontally six (6)

feet. No **IMPROVEMENTS**, features, obstructions or encroachments of any kind shall be permitted within the **CLEAR PEDESTRIAN PATH** at any time, except as may be required, and approved by the **DEPARTMENT**, pursuant to the Paragraph hereunder.

The **CITY** shall maintain the **IMPROVEMENTS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, when the **DEPARTMENT** does not have guidelines, standards, and procedures related to certain maintenance activities, the **CITY** shall maintain the **IMPROVEMENTS** in accordance with Federal standards, guidelines, and procedures, as may be amended from time to time, and in accordance with the standards set forth in the **PLANS**, in the Project Specifications, Special Provisions and all Manufacturer's and Vendor's maintenance recommendations. The **CITY** shall ensure that any **IMPROVEMENTS** comply with the terms of this **AGREEMENT** and meet the **DEPARTMENTS's** safety guidelines.

4.1 The **CITY's** responsibilities and maintenance obligations hereunder shall include, but not be limited to:

- a. Performing routine and regular inspections of the **CLEAR PEDESTRIAN PATH** surface to ensure that the surface is ADA compliant;
- b. Identifying damage and/or malfunctions in the surfaces; and repairing and/or replacing damaged areas to ensure surfaces are maintained and that they do not pose safety hazards for the public.
- c. Conducting annual condition surveys of the surfaces for gaps, settlement, drop-offs, delamination, cracking and other deficiencies described in this **AGREEMENT**.
- d. Ensuring that gaps within the surfaces shall not exceed a quarter (1/4) of an inch. Differential settlement within the concrete/finish surfaces shall not exceed a quarter (1/4) of an inch in depth.
- e. Undertaking the maintenance and repair (when needed) of proposed detectable warning surface as specified in the

PLANS and the latest **STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION** and in accordance with all applicable **DEPARTMENT** guidelines, standards, and all applicable ADA requirements, as amended from time to time.

- f. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT'S** Right-of-Way.
- g. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.
- h. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.
- i. When remedial action is required in accordance with the above requirements, the **CITY** at its own expense shall complete all necessary repairs within ninety (90) days of the date the deficiency is identified.
- j. The **CITY** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.
- k. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- l. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of the sidewalk or a traffic lane in the **DEPARTMENT'S** right-of-

way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

5. MAINTENANCE DEFICIENCIES

If at any time it shall come to the attention of the **DEPARTMENT** that the **CITY's** responsibilities as established herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the **CITY MANAGER**, to notify the **CITY** of the maintenance deficiencies. From the date of receipt of the notice, the **CITY** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 6 of this **AGREEMENT**.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a. Maintain the **IMPROVEMENTS** or a part thereof and invoice the **CITY** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 8, remove any or all **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **CITY** the reasonable cost of such removal; and
- c. Enforce the terms set forth in the Sidewalk Easement and Transportation Easement, both recorded in Miami-Dade County, between the **DEPARTMENT** and the property owner.

7. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS

The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT's** sole discretion. In the

event that the **DEPARTMENT** relocates or adjusts the **IMPROVEMENTS**, the **CITY's** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the **PROJECT LIMITS**.

8. TERMINATION

This **AGREEMENT** is subject to termination under any one of the following conditions:

- a. By the **DEPARTMENT**, if the **CITY** fails to perform its duties under Section 4 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 5 of this **AGREEMENT**.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **CITY** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **CITY** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.
- c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.