

This instrument prepared by:

Juan T. O'Naghan
De Zayas, O'Naghan & Diaz
Suite 1100
2808 South Bayshore Drive
Miami, Florida 33133
(305) 285-0800

OFF. REC. 1728210474

96R318726 1996 JUL 19 13:50

WESTPORT OFFICE/INDUSTRIAL PARK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Airport West Warehouse, a general partnership organized under the laws of the State of Florida, ("Declarant"), is the owner in fee simple of certain real property located in Dade County, Florida and more particularly described on the attached Exhibit A (the "Project"). For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots constituting the Project, Declarant states that all of the real property comprising the Project and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

Section 1. "Association" shall mean and refer to Westport Office/Industrial Park, Inc., its successors and assigns.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and more particularly described. The Common Area to be owned by the Association at the time of conveyance of the first Lot is described on the attached Exhibit B.

Section 3. "Declarant" shall mean Airport West Warehouse, a general partnership organized under the laws of the State of Florida, and heirs, successors, and assigns provided such successors or assigns acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 4. "Lot" shall mean each plot of land shown on the surveys attached hereto as Exhibit C (the "Survey"), other than the Common Area.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the Association.

Section 7. "Mortgage" shall mean a conventional mortgage or a deed of trust held by a governmental agency or a bank, savings and loan association, insurance company or other financial institution which lends money secured by real estate in the ordinary course of business.

Section 8. "Mortgagee" shall mean a holder of a Mortgage.

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Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. "Project" shall mean the subdivided real property herein described and such additions thereto as may be brought within the jurisdiction of the Association as herein provided.

II.

MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a Member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. The Association shall have two classes of voting Members as follows:

Class A. Class A Members shall all be Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any Lot owned by Class A Members.

Class B. Class B Member shall be Declarant, who shall be entitled to exercise three votes for each Lot owned. Class B membership shall cease and be converted to Class A membership when Declarant has sold 11 Lots or on June 30, 1998, whichever first occurs.

III.

ASSESSMENTS

Section 1 - Lien and Personal Obligation of Assessments. Declarant covenants for each Lot within the Project, and each Owner of a Lot is hereby deemed to covenant by acceptance of the deed for such Lot, whether or not it shall be so expressed in the deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2 - Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Members and for the improvement and maintenance of the Common Areas and of the improvements situated within the Project. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the Common Area.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area.
- (c) Acquisition of furnishings and equipment for the Common Area as may be determined by the Association.
- (d) Maintenance and repair of all storm drains, sanitary sewers, and private streets within the confines of the Common Areas.
- (e) Insurance covering the full insurable replacement value of the Common Area with extended coverage.

(f) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(g) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the Association.

(h) A standard fidelity bond covering all Members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors.

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the Association for the operation of the Common Areas, for the benefit of Lot Owners, or for the enforcement of these restrictions.

(j) In addition to maintenance of the Common Area, the Association shall provide exterior maintenance for the landscaping of each Lot. In the event the need for maintenance or repair is attributable to the wilful or negligent act of the Owner of a Lot, or the owner's family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Lot is subject.

Section 3 - Annual Assessment. The board of directors of the Association shall fix the annual assessment for each Lot, which amount shall not exceed, with respect to each Lot, an amount equal to the aggregate annual assessments for all Lots comprising the Project multiplied by the Percentage Participation set forth on the attached Exhibit D. Annual Assessments for the year in which the first Lot is sold by Declarant to an Owner shall be determined as of the first day of the month in which such sale occurs and shall be prorated for that number of months remaining in such calendar year. Thereafter, the board of directors of the Association shall determine the annual assessment on a calendar year basis.

Section 4 - Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of Members.

Section 5 - Notice and Quorum for Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all Members not less than 10 nor more than 60 in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of Members, Members who were not present in person or by proxy may give their assent in writing within 30 days after the date of such meeting.

Section 6 - Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly or such other longer periodic interval as the board of directors may determine. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific Lot has been paid and how much remains due.

Section 7 - Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within 15 days after the due date shall be deemed in default, shall constitute a lien against the Lot with respect to which such assessment has been made and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of the owner's Lot.

Section 8 - Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

IV. PROPERTY RIGHTS

Section 1 - Owner's Easements of Enjoyment. Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Area, which right shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association:

(a) The right to charge reasonable fees for the use of any facility, other than access easement and parking, situated within the Common Area;

(b) The right to suspend the right of use of facilities (other than access easements and parking) and the voting rights of any Owner for periods during which assessments against the Lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding 180 days for any infraction of the published rules and regulations of the Association;

(c) The right to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the Members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of Members agreeing to such dedication or transfer has been duly recorded.

Section 2 - Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot and any portion or portions of the Common Area adjacent thereto for any encroachment due to the unwilful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent Lots, and between each Lot and any adjacent portion of the Common Area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the wilful conduct of an Owner.

Section 4 - Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the surveys attached as Exhibit C. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors,

and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

(c) There shall exist appurtenant easements of access to all private streets within the Project to Dade County for the use of County personnel and equipment on County business.

Section 5 - Right of Entry. The Association, through its authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6 - No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner or any other person acquiring any interest in the Project or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

**V.
USE RESTRICTIONS**

The Project shall be occupied and used only as follows:

Section 1. Each Lot shall be used for commercial and industrial purposes; provided, however, that no Lot or any improvement thereon may be used for the operation of a massage parlor, adult book store or any other store involved in the sale, distribution, lease or exhibition of pornographic materials.

Section 2. No noxious or offensive activity shall be carried on in or on any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided in Section 11.

Section 3. No sign of any kind shall be displayed to public view on a Lot or the Common Area without the prior written consent of the Association, except customary name and address signs which shall comply with such design and construction criteria as may be established from time to time by the Architectural Control Committee. Notwithstanding the foregoing, Declarant shall be entitled, for so long as it owns a Lot, to place such signs as it deems necessary to advertise for sale and development its Lots.

Section 4. Nothing shall be done or kept on a Lot or on the Common Area that would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on the owner's Lot or the Common Area that would result in the cancellation of insurance on any structure or on any part of the Common Area, or which would be in violation of any law.

Section 5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Area. However, dogs, cats, and other household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 6. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or on the Common Area except in sanitary containers located in appropriate areas concealed from public view. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground without written consent of the parties.

Section 7. No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any Lot, except that Declarant and the transferees of Declarant may construct fences in accordance with existing architectural plans.

Section 8. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be placed on any Lot.

Section 9. Nothing shall be altered in, constructed on, or removed from the Common Area except on the written consent of the Association.

Section 10. No building, fence, wall, driveway, patio, patio enclosure, swimming pool, doghouse, treehouse, television antenna, radio antenna, flagpole or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any Lot, nor shall any grading, excavation or tree removal be commenced, until the construction plan and specifications, a site grading plan and a plot plan showing the location of the structure or improvement have been approved in writing by the Architectural Control Committee, or as the case may be. The Architectural Control Committee shall consider such plans and specifications with regard to type, quality and use of exterior material, exterior design, location of improvements on the building plot, and proposed finished grades. The Architectural Control Committee shall consist initially of 3 persons. The Architectural Control Committee shall be appointed by majority vote of the Class B Members until such time as there are no Class B Members; thereafter, the Architectural Control Committee shall be appointed by majority vote of the board of directors of the Association. On the resignation or termination for any reason of one of the Architectural Control Committee members, the remaining members of the Architectural Control Committee shall promptly appoint a replacement, and until such appointment has been made, the remaining members shall exercise the Architectural Control Committee authority. If the licensed architect or registered engineer ceases for any reason to serve on the Architectural Control Committee, any replacement must be agreed on by a majority of the remaining members. The approval or disapproval of the Architectural Control Committee as required in these covenants shall be in writing. Written approval or disapproval must be signed by a majority of the Architectural Control Committee members and mailed or delivered to the applicant's last known address. In case of disapproval, the Architectural Control Committee shall include a statement of the reasons for disapproval and shall indicate in a general way the kind of plans and specifications which the Architectural Control Committee will approve for the subject property. Failure of the Architectural Control Committee to give either written approval or written disapproval of a submitted plan within 30 days after submission of the plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the Architectural Control Committee provisions of these restrictions in regard to the submitted plan.

Section 11. Declarant or the transferees of Declarant shall undertake the work of developing all Lots included within the Project. The completion of that work, and the sale, rental, or other disposal of developed Lots is essential to the establishment and welfare of the Project as an ongoing community. In order that such work may be completed and the Project be established as a fully occupied community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Project owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the Project owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Project as an industrial/commercial community, and the disposition of Lots by sale, lease, or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the Project property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the Project as a industrial/commercial community, and of disposing of Lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of Project Lots.

As used in this section, the words "its transferees" specifically shall apply only to the transferee of Declarant pursuant to a specific assignment of Declarant's rights under the terms of this instrument.

**VI.
OWNERS' OBLIGATION TO REPAIR**

Each Owner shall, at such owner's sole cost and expense, repair the improvements located on such Owner's Lot, keeping the same in a condition comparable to the condition of such improvements at the time of its initial construction, excepting only normal wear and tear.

**VII.
OWNERS' OBLIGATION TO REBUILD**

If all or any portion of any improvements located on a Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Lot, with all due diligence, to rebuild, repair, or reconstruct such improvements in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be commenced within three months after the damage occurs, and shall be completed within 6 months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners, provided that the Owner or Owners shall diligently prosecute the reconstruction.

**VIII.
ANNEXATION OF ADDITIONAL PROPERTY**

Additional property and Common Area may be annexed to the Project with the consent of two-thirds of each class of Members.

**IX.
GENERAL PROVISIONS**

Section 1 - Enforcement. Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3 - Amendments. Covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than two-thirds of each class of Members.

Section 4 - Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Project or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5 - Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any Member thereof for a period of 30 years from the date hereof, and thereafter shall continue automatically in

effect for additional periods of 10 years, unless otherwise agreed to in writing by the then Owners of at least two-thirds of the Project Lots.

EXECUTED at Miami, Florida on the 17th day of May, 1996.

Signed, sealed and delivered in the presence of:

Airport West Warehouse, a Florida general partnership

By: Cantel Warehouse Venture I, Inc., a general partner

Print: [Signature]

By: [Signature]
Antonio J. Cabrera, Jr., President

Print: [Signature]

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 17 day of July, 1996, by Antonio J. Cabrera, Jr., as President of Cantel Warehouse Venture I, Inc. on behalf of Airport West Warehouse, who is personally known to me and who did not take an oath.



NILDA T. GARCELL
COMMISSION # CC 286936
EXPIRES JUN 28, 1997
Atlantic Bonding Co., Inc.
800-732-2248

[Signature]
Name:
Notary Public, State of Florida

Ocean Bank hereby executes this Declaration of Covenants, Conditions and Restrictions for purposes of consenting thereto.

Signed, sealed and delivered in the presence of:

Ocean Bank [Signature]



[Signature]
Print: Luis A. Consuegra

By: [Signature]
Vice-President
ROBERT P. TRUJILLO

[Signature]
Print: [Signature]

OFF. REG. 1728210482

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 17 day of July, 1996, by ROBERT P. TRULLIO as Vice-President of Ocean Bank who is personally known to me and who did not take an oath.

Concha M. Rodriguez
Name: CONCHA M. RODRIGUEZ
Notary Public, State of Florida

C:\DATA\WESTPORT\DISCOV.1

OFF. 1728210483
REC.

EXHIBIT "A"

Tract 45, of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, of Section 29, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, less that portion of Tract 45 that lies within the West 40 feet of the SW 1/4 of Section 29, Township 53 South, Range 40 East.

Exhibit B

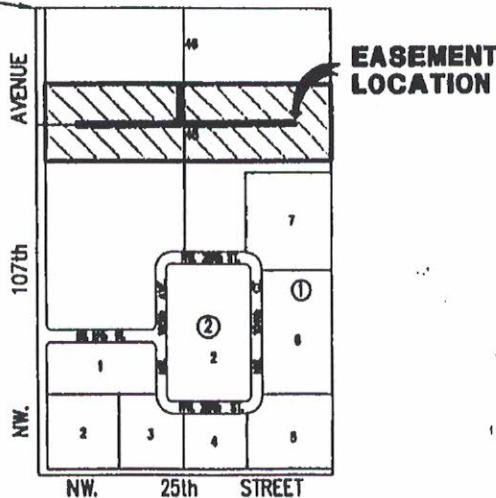
OFF. REC. 1728210484

LEGAL DESCRIPTION (INGRESS/EGRESS AND LANDSCAPE EASEMENT)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 29, Township 53 South, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida. Being more particularly described as follows:

Commence at the Northwest corner of said Section 29; thence S01deg42min59secE along the West line of said Section 29 for 1,321.02 feet to the Southwest corner of the mentioned Tract 45; thence N89deg42min05secE along the South line of said Tract 45 for 40.01 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S89deg42min05secE along said South line for 25.01 feet; thence N01deg42min59secW along a line parallel with and 65.00 feet East of the West line of said Section 29 for 129.88 feet; thence N88deg33min09secE for 25.00 feet; thence N01deg42min59secW parallel with the West line of said Section 29 for 15.00 feet; thence N88deg33min09secE for 124.54 feet; thence N89deg42min05secE parallel with the South line of said Tract 45 for 900.00 feet to a point of curve; thence Southeasterly along the arc of said curve to the right, concave to the Southwest, having a central angle of 60deg30min27sec and a radius of 15.00 feet for an arc distance of 15.84 feet to a point of reverse curve; thence, Southeasterly, Northeasterly, Northwesterly and Southwesterly along the arc of said curve to the left, having a central angle of 301deg00min55sec and a radius of 50.00 feet for an arc distance of 262.69 feet to the point of reverse curve; thence Southwesterly along the arc of said curve to the right, concave to the Northwest, having a central angle of 60deg30min27sec and a radius of 15.00 feet for an arc distance of 15.84 feet to the point of tangency; thence S89deg42min05secW parallel with the South line said Tract 45 for 900.00 feet; thence N89deg08min59secW for 125.51 feet; thence N01deg42min59secW parallel with the West line of said Section 29 for 15.02 feet; thence N89deg08min59secW for 25.03 feet; thence N01deg42min59secW along a line parallel with and 65.00 feet East of the West line of said Section 29 for 130.21 feet to the North line of said Tract 45; thence S89deg42min49secW along said North line for 25.01 feet; thence S01deg42min59secE along a line parallel with and 40.00 feet East of the West line of said Section 29 for 330.25 feet to the POINT OF BEGINNING. Containing 53,298.02 Sq. Ft.=1.21 Acres more or less.

N.W. CORNER
S.W. 1/4 OF
SEC. 29-53-40



LOCATION MAP

PORTION OF SW. 1/4 OF SEC. 29 - TWP. 53s - RGE. 40e
NOT TO SCALE

**THIS IS A SKETCH AND LEGAL DESCRIPTION
of
LEGAL DESCRIPTION:**

A strip of land 15 feet in width lying in Tract 45, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, in Section 29, Township 53 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida, being more particularly described as follows:

COMMENCE at the N.W. Corner of the Southwest 1/4 of said Section 29; thence S01deg 42min 59secE along the West Line of the Southwest 1/4 of said Section 29 for 1,156.03 feet; thence N89deg 42min 05secE for 171.51 feet to a POINT OF BEGINNING of a centerline of 15 FOOT UTILITY EASEMENT, lying 7.50 feet of each side of the following described centerline (shortening or extending the side lines thereof, so as to create a continuous 15 foot wide strip of land); thence continue N89deg 42min 05secE for 467.22 feet to Reference Point "A"; thence continue N89deg 42min 05secE for 512.51 feet to the Point of Termination of the aforementioned centerline.

AND
BEGIN at the Reference Point "A"; thence N00deg 17min 11secW for 165.08 feet to the Point of Termination of the aforementioned centerline.

**SKETCH & LEGAL DESCRIPTION
15 FOOT SANITARY SEWER UTILITY EASEMENT**



PREPARED BY:
FORD, ARMENTEROS & MANUCY, Inc.
8000 NW. 31st STREET, SUITE No. 7
MIAMI, FLORIDA, 33122
PHONE: (305) 477-8472

DATE: MAY 17, 1998

REVISION:
REVISION:
REVISION:

ORDER No. 92318
CAD FILE: 92318.DWG
SCALE: AS SHOWN
SHEET 1 OF 3

PREPARED FOR: **THE EPOCH CORPORATION**

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 sketch was prepared in accordance with the applicable provisions of Chapter 61G17-6, Florida Administrative Code.

FORD ARMENTEROS & MANUCY, INC.

Date: MAY 17, 1996

Revision:

Revision:

Revision:

Omar Armenteros, Surveyor
Reg. Land Surveyor No. 83879
State of Florida

**SURVEYOR'S NOTES:**

- This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- Bearings shown hereon are based on an assumed value of: S01deg 42min 59secE for the West Line of the Southwest 1/4 of Section 29, Township 53 South, Range 40 East, Dade County, Florida.
- Reproductions of this drawing are not valid unless embossed with the official seal of the surveyor.

D: \DOCUMENT\92316.LGL

SKETCH & LEGAL DESCRIPTION 15 FOOT SANITARY SEWER UTILITY BASEMENT



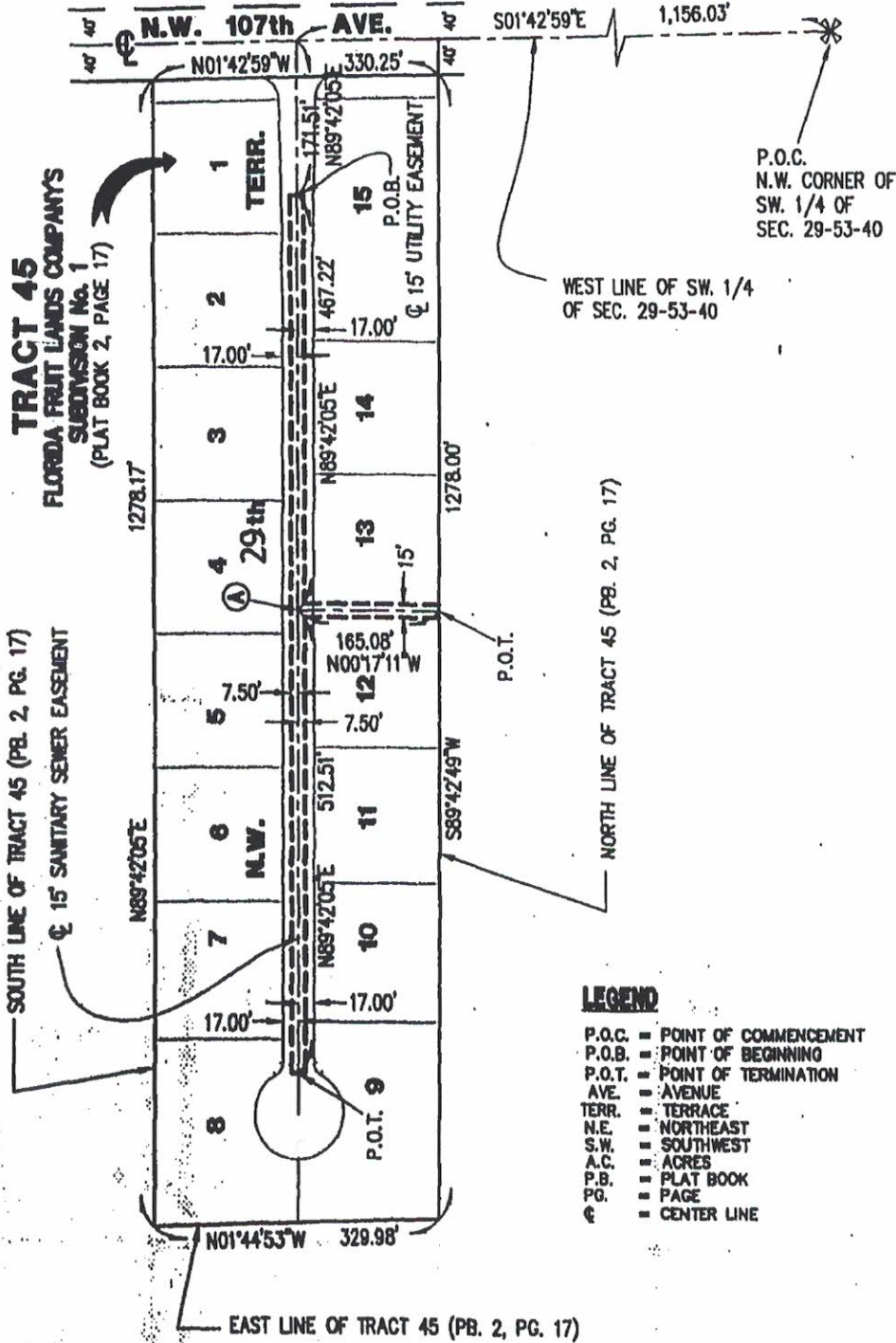
PREPARED BY:
FORD, ARMENTEROS & MANUCY, Inc.
8000 NW. 31st STREET, SUITE No. 7
MIAMI, FLORIDA, 33122
PHONE: (305) 477-6472

DATE: MAY 17, 1996

REVISION:
REVISION:
REVISION:

ORDER No. 92316
CAD FILE: 92316.DWG
SCALE: AS SHOWN
SHEET 2 OF 3

PREPARED FOR: **THE EPOCH CORPORATION**



TRACT 45
 FLORIDA FRUIT LANDS COMPANY'S
 SUBDIVISION No. 1
 (PLAT BOOK 2, PAGE 17)

SOUTH LINE OF TRACT 45 (PB. 2, PG. 17)
 15' SANITARY SEWER EASEMENT

P.O.C.
 N.W. CORNER OF
 SW. 1/4 OF
 SEC. 29-53-40

WEST LINE OF SW. 1/4
 OF SEC. 29-53-40

NORTH LINE OF TRACT 45 (PB. 2, PG. 17)

LEGEND

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.T. = POINT OF TERMINATION
- AVE. = AVENUE
- TERR. = TERRACE
- N.E. = NORTHEAST
- S.W. = SOUTHWEST
- A.C. = ACRES
- P.B. = PLAT BOOK
- PG. = PAGE
- ⊕ = CENTER LINE

**SURVEY & LEGAL DESCRIPTION
 16 FOOT SANITARY SEWER UTILITY EASEMENT**



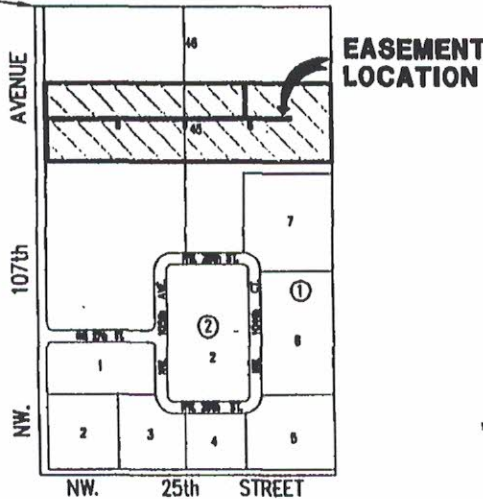
PREPARED BY:
FORD, ARMENTEROS & MANUCY, Inc.
 8000 NW 31st STREET, SUITE No. 7
 MIAMI, FLORIDA, 33122
 PHONE: (305) 477-6472

DATE: MAY 17, 1996
 REVISION:
 REVISION:
 REVISION:

ORDER No. 92316
 CAD FILE: 92316.DWG
 SCALE: 1" = 100'
 SHEET 3 OF 3

PREPARED FOR: THE EPOCH CORPORATION

N.W. CORNER
S.W. 1/4 OF
SEC. 29-53-40



LOCATION MAP

PORTION OF SW. 1/4 OF SEC. 29 - TWP. 53^s - RGE. 40^e
NOT TO SCALE

**THIS IS A SKETCH AND LEGAL DESCRIPTION
of
LEGAL DESCRIPTION.**

A strip of land 12 feet in width lying in Tract 45, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, in Section 29, Township 53 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida, being more particularly described as follows:

COMMENCE at the N.W. Corner of the Southwest 1/4 of said Section 29; thence S01deg 42min 59secE along the West Line of the Southwest 1/4 of said Section 29 for 990.76 feet; thence N89deg 42min 49secE for 46.01 feet to a POINT OF BEGINNING of a centerline of 12 FOOT UTILITY EASEMENT, lying 6 feet of each side of the following described centerline (shortening or extending the side lines thereof, so as to create a continuous 12 foot wide strip of land); thence S01deg 42min 59secE for 153.25 feet to Reference Point "A"; thence N89deg 42min 05secE for 319.30 feet to Reference Point "B"; thence N89deg 42min 05secE for 300.10 feet to Reference Point "C"; thence N89deg 42min 05secE for 279.11 feet to Reference Point "D"; thence N89deg 42min 05secE for 21.06 feet to Reference Point "E"; thence N89deg 42min 05secE for 177.65 feet to the Point of Termination of the aforementioned centerline.

AND

BEGIN at the Reference Point "A"; thence S01deg 42min 59secE for 176.99 feet to the Point of Termination of the aforementioned centerline.

**SKETCH & LEGAL DESCRIPTION
12 FOOT WATER MAIN UTILITY EASEMENT**



PREPARED BY
FORD, ARMENTEROS & MANUCY, Inc.
8000 NW. 31 st STREET, SUITE No. 7
MIAMI, FLORIDA, 33122
PHONE: (305) 477-8472

DATE: MAY 17, 1998

REVISION:
REVISION:
REVISION:

ORDER No. 82316
CAD FILE: 02316.DWG
SCALE: AS SHOWN
SHEET 1 OF 3

PREPARED FOR: **THE EPOCH CORPORATION**

AND

BEGIN at the Reference Point "B"; thence S00deg 17min 55secE for 39.67 feet to the Point of Termination of the aforementioned centerline.

AND

BEGIN at the Reference Point "C"; thence S00deg 17min 55 secE for 38.10 feet to the Point of Termination of the aforementioned centerline.

AND

BEGIN at the Reference Point "D"; thence N00deg 17min 11secW for 153.01 feet to the Point of Termination of the aforementioned centerline.

AND

BEGIN at the Reference Point "E"; thence S00deg 17min 55secE for 39.87 feet to the Point of Termination of the aforementioned centerline.

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 sketch was prepared in accordance with the applicable provisions of Chapter 61G17-6, Florida Administrative Code.

FORD ARMENTEROS & MANUCY, INC.

Date: MAY 17, 1996

Revision:

Revision:

Revision:

Omar Armenteros, President
Reg. Land Surveyor No. 5679
State of Florida

**SURVEYOR'S NOTES:**

- This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- Bearings shown hereon are based on an assumed value of: S01deg 42min 59secE for the West Line of the Southwest 1/4 of Section 29, Township 53 South, Range 40 East, Dade County, Florida.
- Reproductions of this drawing are not valid unless embossed with the official seal of the surveyor.

D:\DOCUMENT\92316.LGL

SKETCH & LEGAL DESCRIPTION 12 FOOT WATER MAIN UTILITY EASEMENT



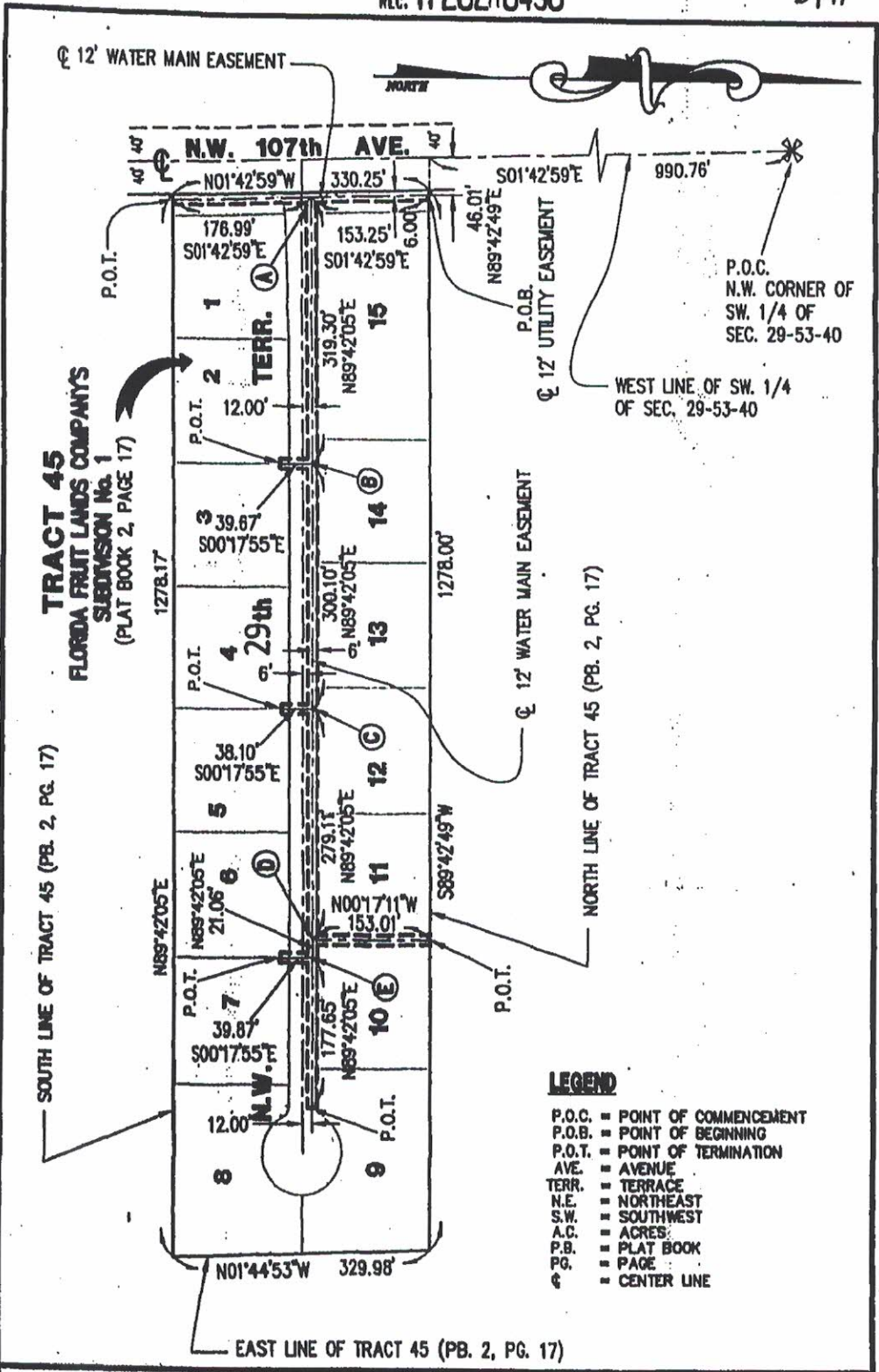
PREPARED BY:
FORD, ARMENTEROS & MANUCY, Inc.
8000 NW 31st STREET, SUITE No. 7
MIAMI, FLORIDA, 33122
PHONE: (305) 477-6472

DATE: MAY 17, 1996

REVISION:
REVISION:
REVISION:

ORDER No. 92316
CAD FILE: 92316.DWG
SCALE: AS SHOWN
SHEET 2 OF 3

PREPARED FOR: **THE EPOCH CORPORATION**



SKETCH & LEGAL DESCRIPTION 12 FOOT WATER MAIN UTILITY EASEMENT



PREPARED BY:
FORD, ARMENTEROS & MANUCY, Inc.
 8000 NW 31st STREET, SUITE No. 7
 MIAMI, FLORIDA, 33122
 PHONE: (305) 477-8472

DATE: MAY 17, 1998
 REVISION:
 REVISION:
 REVISION:

ORDER No. 92316
 CAD FILE: 92316.DWG
 SCALE: 1" = 150'
 SHEET 3 OF 3

PREPARED FOR: **THE EPOCH CORPORATION**

THIS IS A BOUNDARY SURVEY
of
LEGAL DESCRIPTION:

LEGAL DESCRIPTION ENTIRE PARCEL
(PARCELS 1 THRU 15 INCLUSIVE, INGRESS, EGRESS AND LANDSCAPE EASEMENT)

Tract 45, in Section 29, Township 63 South, Range 40 East, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. ONE, according to the plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Dade County, Florida. Less that portion of said Tract 45 lies within the West 40.00 feet of the Southwest one-quarter (S.W. 1/4) of said Section 29, Township 63 South, Range 40 East, lying and being in Dade County, Florida.

LEGAL DESCRIPTION (PARCEL 1)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 29, Township 63 South, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida. Being more particularly described as follows:

Commence at the Northwest corner of said Section 29; thence S91deg42min59secE along the West line of said Section 29 for 1,321.02 feet to the Southwest corner of the mentioned Tract 45; thence N70deg42min59secE along the South line of said Tract 45 for 65.02 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue N70deg42min59secE along said South line for 147.94 feet; thence N00deg17min55secW for 147.94 feet; thence S89deg42min59secW for 150.00 feet; thence S91deg42min59secE parallel with the West line of said Section 29 for 1,321.02 feet; thence S90deg17min55secW for 22.95 feet to a line parallel with said 65.00 feet East of the West line of said Section 29; thence S89deg42min59secE along said line for 123.96 feet to the POINT OF BEGINNING. Containing 22,197.44 Sq. Ft. = 0.51 Acres more or less.

LEGAL DESCRIPTION (PARCEL 2)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 29, Township 63 South, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida. Being more particularly described as follows:

Commence at the Northwest corner of said Section 29; thence S91deg42min59secE along the West line of said Section 29 for 1,321.02 feet to the Southwest corner of the mentioned Tract 45; thence N70deg42min59secE along the South line of said Tract 45 for 210.94 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue N70deg42min59secE along said South line for 150.00 feet; thence N00deg17min55secW for 147.94 feet; thence S89deg42min59secW for 150.00 feet; thence S90deg17min55secE for 147.94 feet to the POINT OF BEGINNING. Containing 22,197.75 Sq. Ft. = 0.51 Acres more or less.

LEGAL DESCRIPTION (PARCEL 3)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 29, Township 63 South, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida. Being more particularly described as follows:

Commence at the Northwest corner of said Section 29; thence S91deg42min59secE along the West line of said Section 29 for 1,321.02 feet to the Southwest corner of the mentioned Tract 45; thence N70deg42min59secE along the South line of said Tract 45 for 208.94 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue N70deg42min59secE along said South line for 150.00 feet; thence N00deg17min55secW for 147.94 feet; thence S89deg42min59secW for 150.00 feet; thence S90deg17min55secE for 147.94 feet to the POINT OF BEGINNING. Containing 22,196.75 Sq. Ft. = 0.51 Acres more or less.

LEGAL DESCRIPTION (PARCEL 4)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 29, Township 63 South, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida. Being more particularly described as follows:

Commence at the Northwest corner of said Section 29; thence S91deg42min59secE along the West line of said Section 29 for 1,321.02 feet to the Southwest corner of the mentioned Tract 45; thence N70deg42min59secE along the South line of said Tract 45 for 210.94 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue N70deg42min59secE along said South line for 150.00 feet; thence N00deg17min55secW for 147.94 feet; thence S89deg42min59secW for 150.00 feet; thence S90deg17min55secE for 147.94 feet to the POINT OF BEGINNING. Containing 22,197.75 Sq. Ft. = 0.51 Acres more or less.

LEGAL DESCRIPTION (PARCEL 5)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 21 Township 21 North, Range 21 West, according to the Plat thereof as recorded in Plat Book 1 at State of Florida, Dade County, Florida, being more particularly described as follows: Commencing at the Northwest corner of said Section 21; thence 89 deg 12 min 37 sec E along the West line of said Section 21 for 147.30 feet to the Southwest corner of the mentioned Tract 45; thence North 20 deg 17 min 52 sec W along the South line of said Tract 45 for 666.94 feet to the POINT OF BEGINNING; thence described parcel of land; thence continue North 20 deg 17 min 52 sec W for 156.76 feet; thence N 00 deg 17 min 52 sec W for 147.30 feet to the POINT OF BEGINNING. Containing 25,196.73 Sq. Ft. ± 0.51 Acres more or less.

LEGAL DESCRIPTION (PARCEL 6)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 21 Township 21 North, Range 21 West, according to the Plat thereof as recorded in Plat Book 1 at State of Florida, Dade County, Florida, being more particularly described as follows: Commencing at the Northwest corner of said Section 21; thence 89 deg 12 min 37 sec E along the West line of said Section 21 for 147.30 feet to the Southwest corner of the mentioned Tract 45; thence North 20 deg 17 min 52 sec W along the South line of said Tract 45 for 666.94 feet to the POINT OF BEGINNING; thence described parcel of land; thence continue North 20 deg 17 min 52 sec W for 156.76 feet; thence N 00 deg 17 min 52 sec W for 147.30 feet to the POINT OF BEGINNING. Containing 25,196.73 Sq. Ft. ± 0.51 Acres more or less.

LEGAL DESCRIPTION (PARCEL 7)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 21 Township 21 North, Range 21 West, according to the Plat thereof as recorded in Plat Book 1 at State of Florida, Dade County, Florida, being more particularly described as follows: Commencing at the Northwest corner of said Section 21; thence 89 deg 12 min 37 sec E along the West line of said Section 21 for 147.30 feet to the Southwest corner of the mentioned Tract 45; thence North 20 deg 17 min 52 sec W along the South line of said Tract 45 for 666.94 feet to the POINT OF BEGINNING; thence described parcel of land; thence continue North 20 deg 17 min 52 sec W for 156.76 feet; thence N 00 deg 17 min 52 sec W for 147.30 feet to the POINT OF BEGINNING. Containing 25,196.73 Sq. Ft. ± 0.51 Acres more or less.

LEGAL DESCRIPTION (PARCEL 8 AND PARCEL 9)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 21 Township 21 North, Range 21 West, according to the Plat thereof as recorded in Plat Book 1 at State of Florida, Dade County, Florida, being more particularly described as follows: Commencing at the Northwest corner of said Section 21; thence 89 deg 12 min 37 sec E along the West line of said Section 21 for 147.30 feet to the Southwest corner of the mentioned Tract 45; thence North 20 deg 17 min 52 sec W along the South line of said Tract 45 for 1110.94 feet to the POINT OF BEGINNING; thence described parcel of land; thence continue North 20 deg 17 min 52 sec W for 207.24 feet to the Southeast corner of said Tract 45; thence North 20 deg 17 min 52 sec W along the North line of the mentioned Tract 45 for 329.96 feet to the Southwest corner of said Section 21; thence 89 deg 12 min 37 sec E along the North line of said Section 21 for 147.30 feet to a point of curve; thence Northwesterly along the arc of said curve for 15.84 feet to a point of tangency; thence Northwesterly and Northwesterly along the arc of a curve for 58.00 feet to the point of tangency; thence Northwesterly along the arc of said curve for 147.30 feet to the Southwest corner of said Section 21; thence 89 deg 12 min 37 sec E along the West line of said Section 21 for 147.30 feet to the POINT OF BEGINNING. Containing 61,630.57 Sq. Ft. ± 0.51 Acres more or less.

LEGAL DESCRIPTION (PARCEL 10)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 29, Township 29 North, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, being more particularly described as follows: Beginning at the Northwest corner of said Section 29; thence S01deg42min37secE along the West line of said Section for 1,321.02 feet to the Southwest corner of said Tract 45; thence S72deg12min30secE along the South line of the mentioned Tract 45 for 1318.10 to the Northwest corner of said Tract 45; thence N01deg42min37secW along the East line of the mentioned Tract 45 for 229.98 feet to the Northeast corner of said Tract 45; thence S72deg12min30secE along the North line of the mentioned tract 45 for 217.66 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S72deg12min30secW for 151.00 feet; thence S90deg17min11secE for 168.02 feet; thence S72deg12min30secE parallel with the South line of said Tract 45 for 152.00 feet; thence S90deg17min11secW for 142.78 feet to the POINT OF BEGINNING. Containing 22,284.00 sq. ft. or 0.51 Acres more or less.

LEGAL DESCRIPTION (PARCEL 11)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 29, Township 29 North, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, being more particularly described as follows: Beginning at the Northwest corner of said Section 29; thence S01deg42min37secE along the West line of said Section for 1,321.02 feet to the Southwest corner of said Tract 45; thence S72deg12min30secE along the South line of the mentioned Tract 45 for 1318.10 to the Northwest corner of said Tract 45; thence N01deg42min37secW along the East line of the mentioned Tract 45 for 229.98 feet to the Northeast corner of said Tract 45; thence S72deg12min30secE along the North line of the mentioned tract 45 for 209.66 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S72deg12min30secW for 151.00 feet; thence S90deg17min11secE for 168.02 feet; thence S72deg12min30secE parallel with the South line of said Tract 45 for 152.00 feet; thence S90deg17min11secW for 142.78 feet to the POINT OF BEGINNING. Containing 21,883.54 sq. ft. or 0.50 Acres more or less.

LEGAL DESCRIPTION (PARCEL 12)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 29, Township 29 North, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, being more particularly described as follows: Beginning at the Northwest corner of said Section 29; thence S01deg42min37secE along the West line of said Section for 1,321.02 feet to the Southwest corner of said Tract 45; thence S72deg12min30secE along the South line of the mentioned Tract 45 for 1318.10 to the Northwest corner of said Tract 45; thence N01deg42min37secW along the East line of the mentioned Tract 45 for 229.98 feet to the Northeast corner of said Tract 45; thence S72deg12min30secE along the North line of the mentioned tract 45 for 221.66 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S72deg12min30secW for 151.00 feet; thence S90deg17min11secE for 168.02 feet; thence S72deg12min30secE parallel with the South line of said Tract 45 for 152.00 feet; thence S90deg17min11secW for 142.05 feet to the POINT OF BEGINNING. Containing 22,127.94 sq. ft. or 0.51 Acres more or less.

LEGAL DESCRIPTION (PARCEL 13)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 29, Township 29 North, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, being more particularly described as follows: Beginning at the Northwest corner of said Section 29; thence S01deg42min37secE along the West line of said Section for 1,321.02 feet to the Southwest corner of said Tract 45; thence S72deg12min30secE along the South line of the mentioned Tract 45 for 1318.10 to the Northwest corner of said Tract 45; thence N01deg42min37secW along the East line of the mentioned Tract 45 for 229.98 feet to the Northeast corner of said Tract 45; thence S72deg12min30secE along the North line of the mentioned tract 45 for 217.16 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S72deg12min30secW for 151.00 feet; thence S90deg17min11secE for 168.02 feet; thence S72deg12min30secE parallel with the South line of said Tract 45 for 152.00 feet; thence S90deg17min11secW for 142.00 feet to the POINT OF BEGINNING. Containing 21,883.02 sq. ft. or 0.50 Acres more or less.

REF: 1728210494

LAND DESCRIPTION (PARCEL 14)

Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 20, Township 28 North, Range 40 East, according to the plat thereof as recorded in the Public Records of Dade County, Florida. Being more particularly described as follows:

Beginning at the Northwest corner of said Section 20, thence S89°15'00"W along the West line of said Section 20 for 1225.00 feet to the Southwest corner of said Tract 45; thence S00°00'00"E along the South line of said Tract 45 for 1225.00 feet to the Southeast corner of said Tract 45; thence S89°15'00"W along the East line of said Tract 45 for 1225.00 feet to the Northeast corner of said Tract 45; thence S00°00'00"E along the North line of said Tract 45 for 1225.00 feet to the Northwest corner of said Tract 45; containing 22,500.00 square feet of land.

LAND DESCRIPTION (PARCEL 15)

Tract 46 of Florida Fruit Land Company's Subdivision No. 1, of Section 20, Township 28 North, Range 40 East, according to the plat thereof as recorded in the Public Records of Dade County, Florida. Being more particularly described as follows:

Beginning at the Northwest corner of said Section 20, thence S89°15'00"W along the West line of said Section 20 for 1225.00 feet to the Southwest corner of said Tract 46; thence S00°00'00"E along the South line of said Tract 46 for 1225.00 feet to the Southeast corner of said Tract 46; thence S89°15'00"W along the East line of said Tract 46 for 1225.00 feet to the Northeast corner of said Tract 46; thence S00°00'00"E along the North line of said Tract 46 for 1225.00 feet to the Northwest corner of said Tract 46; containing 22,500.00 square feet of land.

LEGAL DESCRIPTION (PARCEL 5)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 29, Township 33 South, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida. Being more particularly described as follows:

Commence at the Northwest corner of said Section 29; thence $801^{\circ}42'42''$ along the West line of said Section for 1,311.82 feet to the Southwest corner of the mentioned Tract 45; thence $N89^{\circ}42'42''$ along the South line of said Tract 45 for 660.94 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue $N89^{\circ}42'42''$ along said South line for 150.00 feet; thence $N00^{\circ}47'17''$ for 147.94 feet; thence $S89^{\circ}42'42''$ for 150.00 feet; thence $S00^{\circ}47'17''$ for 147.94 feet to the POINT OF BEGINNING. Containing 22,198.75 Sq. Ft.=0.51 Acres more or less.

LEGAL DESCRIPTION (PARCEL 6)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 29, Township 33 South, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida. Being more particularly described as follows:

Commence at the Northwest corner of said Section 29; thence $801^{\circ}42'42''$ along the West line of said Section for 1,311.82 feet to the Southwest corner of the mentioned Tract 45; thence $N89^{\circ}42'42''$ along the South line of said Tract 45 for 610.94 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue $N89^{\circ}42'42''$ along said South line for 150.00 feet; thence $N00^{\circ}47'17''$ for 147.94 feet; thence $S89^{\circ}42'42''$ for 150.00 feet; thence $S00^{\circ}47'17''$ for 147.94 feet to the POINT OF BEGINNING. Containing 22,198.75 Sq. Ft.=0.51 Acres more or less.

LEGAL DESCRIPTION (PARCEL 7)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 29, Township 33 South, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida. Being more particularly described as follows:

Commence at the Northwest corner of said Section 29; thence $801^{\circ}42'42''$ along the West line of said Section for 1,311.82 feet to the Southwest corner of the mentioned Tract 45; thence $N89^{\circ}42'42''$ along the South line of said Tract 45 for 960.94 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue $N89^{\circ}42'42''$ along said South line for 150.00 feet; thence $N00^{\circ}47'17''$ for 147.94 feet; thence $S89^{\circ}42'42''$ for 150.00 feet; thence $S00^{\circ}47'17''$ for 147.94 feet to the POINT OF BEGINNING. Containing 22,198.75 Sq. Ft.=0.51 Acres more or less.

LEGAL DESCRIPTION (PARCEL 8 AND PARCEL 9)

A portion of Tract 45 of Florida Fruit Land Company's Subdivision No. 1, of Section 29, Township 33 South, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida. Being more particularly described as follows:

Commence at the Northwest corner of said Section 29; thence $801^{\circ}42'42''$ along the West line of said Section for 1,311.82 feet to the Southwest corner of the mentioned Tract 45; thence $N89^{\circ}42'42''$ along the South line of said Tract 45 for 1110.94 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue $N89^{\circ}42'42''$ along said South line for 207.34 feet to the Southeast corner of said Tract 45; thence $N81^{\circ}42'42''$ along the East line of the mentioned Tract 45 for 329.94 feet to the Northeast corner of said Tract 45; thence $S89^{\circ}42'42''$ along the North line of the mentioned tract 45 for 217.66 feet; thence $S00^{\circ}47'17''$ for 147.98 feet; thence $N89^{\circ}42'42''$ for 15.00 feet to a point of curve; thence Northeastery along the arc of said curve to the left, concave to the Northwest, having a central angle of $60^{\circ}43'01''$ and a radius of 15.00 feet for an arc distance of 15.84 feet to a point of reverse curve; thence Northeastery, Southeastery, Southwestery and Northwestery along the arc of said curve to the right, having a central angle of $301^{\circ}49'15''$ and a radius of 50.00 feet for an arc distance of 362.89 feet to the point of reverse curve; thence Northwestery along the arc of said curve to the left, concave to the Southwest, having a central angle of $60^{\circ}43'01''$ and a radius of 15.00 feet for an arc distance of 15.84 feet to the point of tangency; thence $S00^{\circ}47'17''$ for 147.94 feet to the POINT OF BEGINNING. Containing 61,630.57 Sq. Ft.=1.41 Acres more or less.

REC: 1728210496

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

EXHIBIT D

PERCENTAGES

Parcel No.	Square Footage	Percentage
1		
2	21,259.46	5.76944%
3	22,190.75	6.02217%
4	22,190.75	6.02217%
5	22,190.75	6.02217%
6	22,190.75	6.02217%
7	22,190.75	6.02217%
8 & 9	22,190.75	6.02217%
10	61,630.57	16.72550%
11	22,496.08	6.10504%
12	22,500.94	6.10636%
13	22,727.94	6.16797%
14	22,732.92	6.16932%
15	22,219.39	6.02995%
	39,771.82	10.79340%

RECORDERS NOTE:
The legibility of writing, typing or printing un-
satisfactory in this document when received.