



Application No.: CU-2018-007

Attachment "B"

Applicant Submittal

Southland Mall

Modifications to Certain Conditions in Resolution 14-20
for Southland Mall.



Fox Rothschild LLP
ATTORNEYS AT LAW

One Biscayne Tower
2 South Biscayne Boulevard, Suite 2750
Miami, FL 33131-3407
Tel 305.442.6540 Fax 305.442.6541
www.foxrothschild.com

JOHN R. HERIN, JR.
DIRECT DIAL: 786- 501-7377
EMAIL ADDRESS: JHerin@foxrothschild.com

April 29, 2019

Rafael Casals, Town Manager
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

Re: **Proposed Expansion of Florida Technical College at Southland Park to Add a Culinary Arts Program & Request for Relief Pursuant to the Florida Land Use and Environmental Dispute Resolution Act ("FLUEDRA")**

Dear Mr. Casals:

As you are aware, over a year ago Florida Technical College (as the prospective tenant) and Southland Mall Properties, LLC (as the landlord) (respectively "FTC" & "Southland Mall") applied to the Town for an amendment to the previously approved FTC conditional use (approving FTC's educational use at the Mall) to expand FTC's facility by 3,168 sq. ft.¹, and add a culinary arts program to the existing curriculum offered by FTC ("Application"). Notwithstanding the Town of Cutler Bay's ("Town") staff recommendation to approve the Application with conditions, the Town Council denied the Application last April. Thereafter, FTC and Southland Mall invoked the alternative dispute resolution process set forth in Chapter 70, *Fla. Stat.* – FLUEDRA.

In accordance with FLUEDRA, FTC and Southland Mall met with representatives of the Town and Miami-Dade County to discuss and resolve the issues that led to the Town's denial of the Application. The parties were joined by a third party independent mediator (Mr. Craig Collier), to facilitate the discussion and to reach a consensus on the remedial steps all parties would undertake to resolve FTC and Southland Mall's FLUEDRA "claim." Two issues were identified: First, the Town voiced concerns regarding the perceived lack of progress in Southland Mall's granting of a bus stop license agreement to allow the Town Circulator Bus operated by Miami-Dade County's transit department to access the Southland Mall property. Conversely, Southland

¹ This represents less than 1% of the Mall's total leasable space.



Fox Rothschild LLP
ATTORNEYS AT LAW

April 30, 2019

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establishment of a bus stop on its property. Second, the Town was troubled by the loss of the prior restaurant use (Johnny Rockets) in the space that FTC's culinary arts program would expand into. FTC's concern was the lack of space and potential incompatible goals of operating a culinary arts study program and the Town's desire that the space in question have a "restaurant" component. After a lengthy and productive meeting, the parties have agreed to undertake the following steps to conclude the FLUEDRA claim process:

1. Southland Mall will submit a proposed bus stop license agreement to the Town for its review and approval, which Southland Mall has already done.
2. FTC agrees to – through its culinary arts program – prepare and offer for sale fresh snacks and baked goods at a kiosk that will be centrally located in front of FTC's facilities and adjacent to the entrance of Regal Cinemas. Additionally, FTC will offer an after-hours "kitchen experience" that includes cooking lessons that will allow the Town's residents and visitors to experience what FTC's culinary arts program is all about.
3. In turn Town staff agrees to support and recommend that the Town Council approve the Application as modified above.

I believe the foregoing accurately reflects the outcome of the meeting and subsequent electronic and telephonic communications between the parties concerning this matter. Please contact me at your earliest convenience if you have any questions, concerns, or believe the foregoing does not accurately reflect the consensus of the parties' discussions.

Very truly yours,

[Handwritten signature]
for John R. Herin, Jr.

Signed in Mr. Herin's absence to avoid delay

JRH:ht

cc: Florida Technical College
Southland Mall Properties, LLC
Chad Friedman, Town Attorney
Mr. Craig Collier, Esq.

FTC Cutler Bay Culinary Arts Program Proposal



An Academic Unit of National University College

CULINARY ARTS PROGRAM

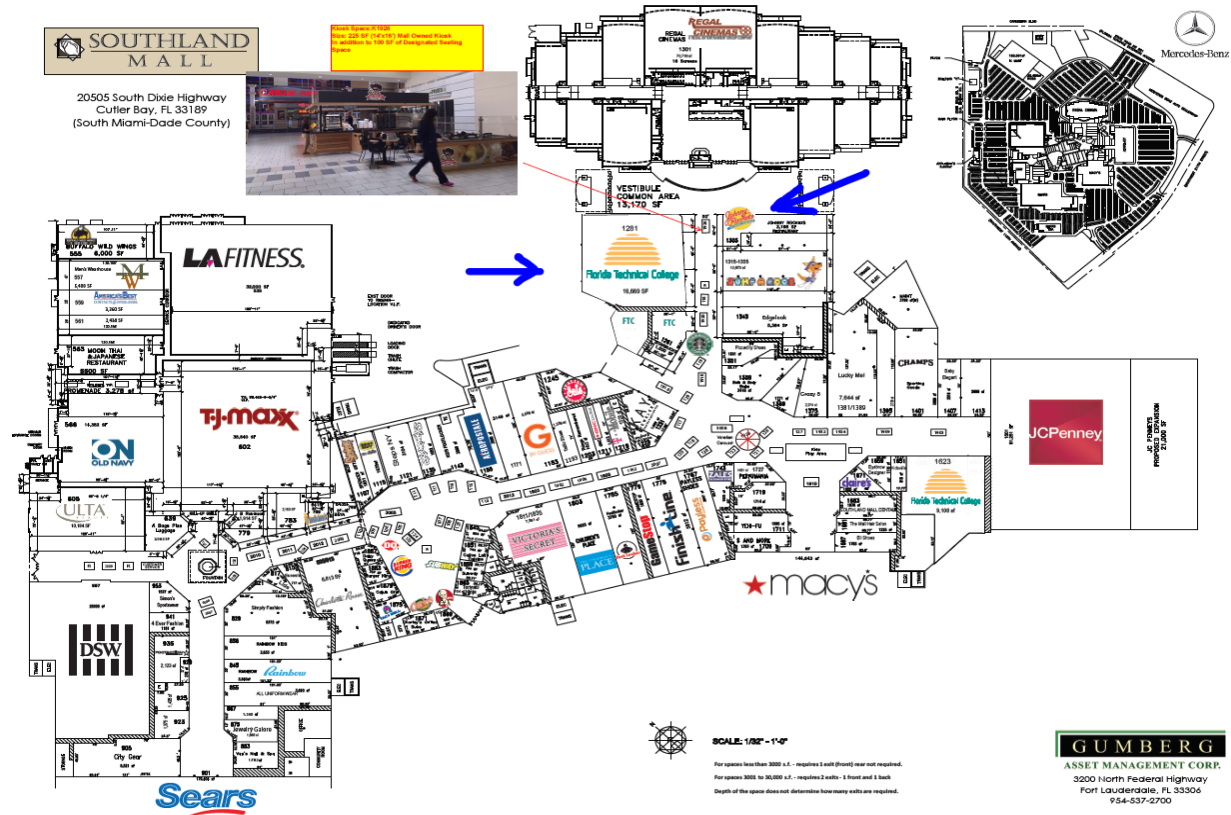
The Culinary Arts Diploma Program offers students the opportunity to acquire the skills and knowledge needed to obtain an entry-level position in the field. Students obtain practical experience in hygiene and sanitation, as well as preparation and storage of sauces, meats, menus, and desserts.

CULINARY ARTS PROGRAM

- 65 credit hours
- 52 Weeks long

CULINARY ARTS PROGRAM PROPOSED LOCATION*

* Image provided by Gumberg Asset Management Corp.



Culinary Arts Program

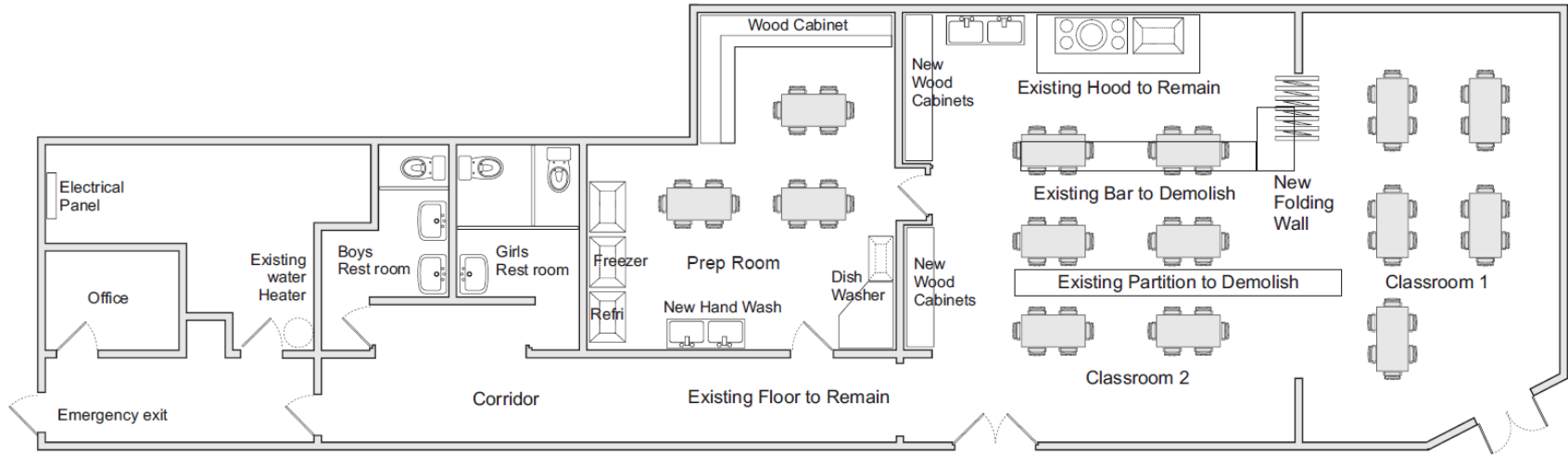
Location Window Coverings



- See through film
- Can be adjusted for additional exposure



Culinary Arts Program Floor Layout (Former Johnny Rockets)



CULINARY ARTS PROGRAM

Kiosk Sales Experience

- A variety of fresh snacks and baked options prepared by our culinary students will be sold at the kiosk stand on a daily basis
- These activities will begin as the program matures in 6 months, and they would end if they prove unpopular or unprofitable

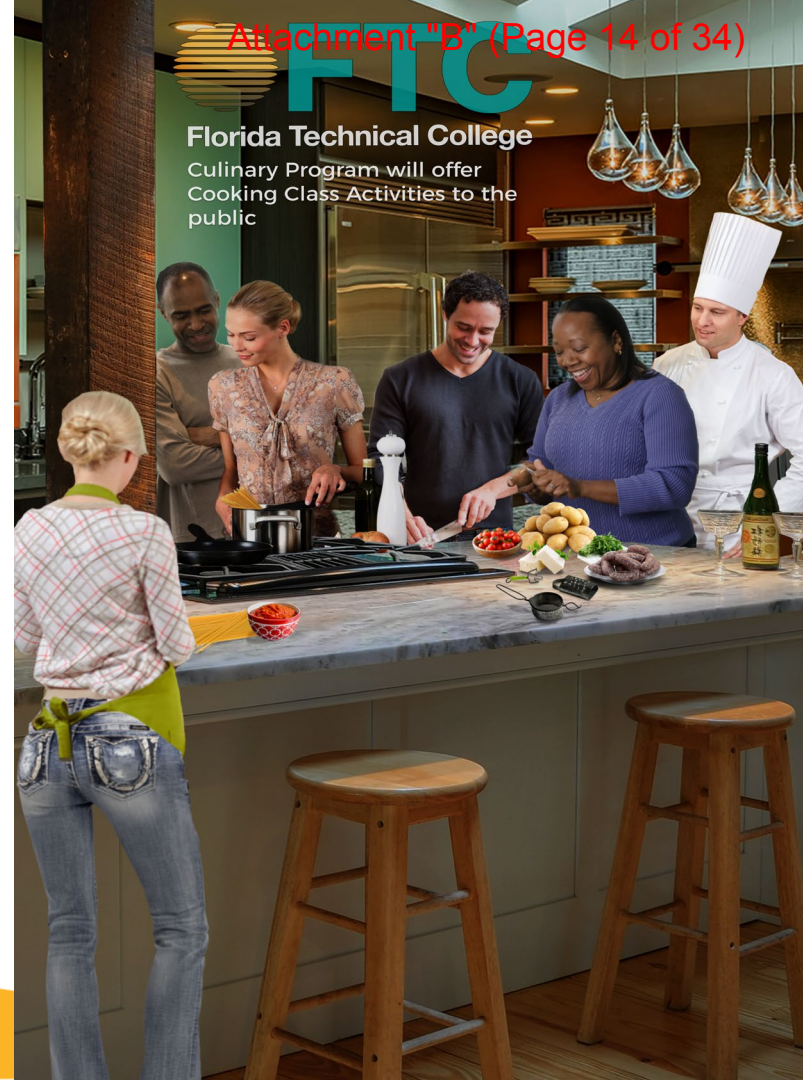
PANORAMIC VIEW OF CULINARY ARTS PROGRAM KIOSK SALES EXPERIENCE



Culinary Arts Program Kitchen Experience

- Cooking lessons at a reasonable price will be offered to the general public after hours to invite our residents to experience the benefits of our culinary program
- Senior citizens and Military discounts will be offered

- Kitchen experience packages can be offered depending on seasons and holidays
- Community partnerships with Cutler Bay businesses will be advertised and encouraged to increase visitors and exposure



THANK YOU



DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING AND ZONING

CONDITIONAL USE APPLICATION

LIST ALL FOLIO #S: 36-6007-020-0020; 36-6007-020-0040; 36-6007-000-0660; 36-6007-020-0030

DATE RECEIVED: _____

PROPOSED PROJECT NAME: Florida Technical College expansion

- 1. NAME OF APPLICANT** (Provide complete name of applicant, exactly as recorded on deed, if applicable. If applicant is a lessee, an executed 'Owner's Sworn-to-Consent' and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a 'Disclosure of Interest' is required).

Southland Mall Properties, LLC and Florida Technical College, Inc.

2. APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:

Mailing Address: c/o Gumberg Asset Management Corp., as agent, 3200 N Federal Highway

City: Ft Lauderdale State: FL Zip: 33306 Phone#: 954-537-2700

3. OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:

Owner's Name (Provide name of ALL owners): same as applicant

Mailing Address: 280 Park Avenue

City: New York State: NY Zip: 10017 Phone#: 212-599-4700

4. CONTACT PERSON'S INFORMATION:

Name Jeannine Stuller Company: Gumberg Asset Management Corp.

Mailing Address: 3200 N. Federal Highway

City: Ft. Lauderdale State: FL Zip: 33306

Phone# 954-537-2700 Fax# 954-568-5340 E-mail: jeannines@gumberg.com



**5. LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION**

(Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, and range. If the application contains multiple rezoning requests, then a legal description for each sub-area must be provided. Attach separate sheets, as needed).

See attached

6. ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc.).

20505 S. Dixie Highway, 20503 S. Dixie Highway, 10808 Caribbean Boulevard

Space#1303 – 3,168 SF

7. SIZE OF PROPERTY (in acres): 3,168 sf (divide total sq. ft. by 43,560 to obtain acreage)**8. DATE PROPERTY** ☒ acquired ☐ leased: Dec 2006**9. LEASE TERM:** _____ Years (Month & year)**10. IF CONTIGUOUS PROPERTY IS OWNED BY THE SUBJECT PROPERTY OWNER(S)**, provide Complete legal description of said contiguous property.

N/A



- 11. Is there an option** to purchase ☐ or lease ☐ the subject property or property contiguous thereto? ☐ no ☐ yes (if yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form)

N/A

- 12. PRESENT ZONING AND FLU CLASSIFICATION:** UCD/Town Center

- 13. PROPOSED USE OF PROPERTY** (describe nature of the request in space provided)

Florida Technical College - Culinary Arts program

- 14. Has a public hearing been held on this property within the last year & a half?**

☒ No ☐ yes.

If yes, provide applicant's name, and date, purpose and results of hearing, and resolution number:

- 15. Is this hearing a result of a violation notice?**

☒ No ☐ yes. If yes, give name to whom the Violation notice was served and describe the violation:

- 16. Does property owner own contiguous property to the subject property? If so, give complete legal description of entire contiguous property:**

N/A

- 17. Is there any existing use on the property?** ☐ No ☒ yes. If yes, what use and when established?

Use: Retail shopping mall Year: 1950's

18. Submitted Materials Required:
Please check all that Apply:

- ☒ Letter of intent
- ☒ Justifications for change
- ☐ Statement of hardship
- ☒ Proof of ownership or letter from owner
- ☐ Power of attorney
- ☐ Contract to purchase (if applicable)
- ☐ Current survey (2 original sealed and signed and 10 reduced 11x17 copies)
- ☒ Complete set of plans 24'x36", scale 1'=50' (2 original sealed and signed and 10 reduced 11x17 copies)
- ☒ Southland Mall site plan
- ☐ Colored rendering of all 4 sides of each proposed building (If applicable)
- ☐ 20% Property owner signatures (If required)
- ☒ Mailing Labels (set amount depends on number of hearings) and map (If required)
- ☒ Required Fee(s)
- ☐ Plans must be approved by Miami-Dade County Fire and Rescue Department with an original stamp and signature from the Fire Dept.
- ☐ Necessary documentation from DERM and WASD



APPLICANT'S AFFIDAVIT

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my)(our) knowledge and belief. (I)(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

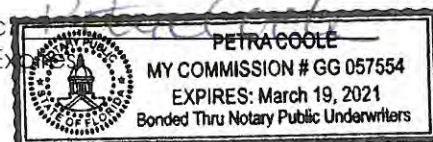
OWNER OR TENANT AFFIDAVIT

(I)(WE), Jeannine Stuller, being first duly sworn, depose and say that (I am)(We are) the ☐ owner ☐ tenant of the property described and which is the subject matter of the proposed hearing.

Jeannine Stuller
Signature

Sworn to and subscribed to before me
This 12 day of January, 2018

Notary Public
Commission Expires

**CORPORATION AFFIDAVIT**

(I)(WE), _____, being first duly sworn, depose and say that (I am)(We are) the ☐ President ☐ Vice-President ☐ Secretary ☐ Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the ☐ owner ☐ tenant of the property described herein and which is the subject matter of the proposed hearing.

Attest: _____

Authorized Signature

Office Held

(Corp. Seal)

Sworn to and subscribed to before me

Notary Public: _____

This _____ day of _____, _____

Commission Expires: _____

PARTNERSHIP AFFIDAVIT

(I)(WE), _____, being first duly sworn, depose and say that
(I am)(We are) partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; and that said partnership is the ☐ owner ☐ tenant of the property described herein which is the subject matter of the proposed hearing.

By _____ %
By _____ %

(Name of Partnership)
By _____
By _____

Sworn to and subscribed to before me
This _____ day of _____, _____

Notary Public: _____
Commission Expires: _____

ATTORNEY AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner of the property described and which is the subject matter of the proposed hearing.

Signature

Sworn to and subscribed to before me
This _____ day of _____, _____

Notary Public: _____
Commission Expires: _____



RESPONSIBILITIES OF THE APPLICANT**I AM AWARE THAT:**

1. The Department Environmental Resources Management (DERM), and other agencies review and critique zoning applications which may affect the scheduling and outcome of applications. These reviews may require additional public hearings before DERM's Environmental Quality Control Board (EQCB), or other boards, and /or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM conditions and advise this office in writing if my application will be withdrawn.
2. Filing fees may not be the total cost of a hearing. Some requests require notices to be mailed to property owners up to a mile from the subject property. In addition to mailing costs, fees related to application changes, plan revisions, deferrals, re-advertising, etc., may be incurred. Application withdrawn within 30 days of the filing are eligible for a refund of 25% of the hearing fee but after that time hearings withdrawn or returned will be ineligible for a refund. I understand that fees must be paid promptly.
3. The South Florida Building Code requirements may affect my ability to obtain a building permit even if my zoning application is approved; and that a building permit will probably be required. I am responsible for obtaining permits and inspections for all structures and additions proposed, or built without permits. And that a Certificate of Use and Occupancy must be obtained for the use of the property after it has been approved at Zoning Hearing, and that failure to obtain the required permits and/or Certificates of Completion or of Use and Occupancy will result in enforcement action against any occupant and owner. Submittal of the Zoning Hearing application may not forestall enforcement action against the property.
4. The 3rd District Court of Appeal has ruled that zoning applications inconsistent with the Comprehensive Development Master Plan (CDMP) cannot be approved by a zoning board based upon considerations of fundamental fairness. Therefore, I acknowledge that if the hearing request is inconsistent with the CDMP and I decide to go forward then my hearing request can only be denied or deferred, but not approved.
5. In Miami-Dade County v. Omnipoint Holdings, Inc. Case No. 3d01-2347 (Fla. 3rd DCA 2002), the 3rd District Court of Appeal has held invalid the standards for non-use variances, special exceptions, unusual uses, new uses requiring a public hearing and modification of covenants. This is not a final decision and the County Attorney's Department professional staff to develop new standards that will address the Court's concerns. While the new standards are being developed, applicants are advised that any non-use variance, special exception, unusual use, new use requiring a public hearing or request for modification of covenants granted under the existing standards are subject to being reversed in the courts. An applicant wishing to avoid the substantial legal risks associated with going forward under the existing standard may seek a deferral until the new standards are developed.
6. Any covenant to be proffered must be submitted to the Town of Cutler Bay Legal Counsel, on Town form, at least 1 month prior to the hearing date. The covenant will be



reviewed and the applicant will be notified if changes or corrections are necessary. Once the covenant is acceptable, the applicant is responsible to submit the executed covenant with a current 'Opinion of Title' within 1 week of the hearing. And that Legal Counsel must carry a cover letter indicating subject matter, application number and hearing date.

7. The Town of Cutler Bay Department of Public Works reviews and critiques Zoning applications and may require conditions for approval.
8. Each party will be limited to a presentation of 20 minutes. This time limitation may be extended by the Chair of the meeting.
9. **THE APPLICANT IS RESPONSIBLE FOR TRACKING THE STATUS OF THE APPLICATION AND ALL HEARINGS THAT MAY BE ASSOCIATED WITH THIS APPLICATION.**

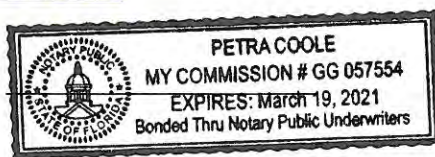
Jasmine Staller
(Applicant's Signature)

Sworn to and subscribed before me this 12 day of January, 2018.

Affiant is personally known to me or has produced _____ as identification.

Petra Coole
(Notary Public)

My Commission Expires:



DISCLOSURE OF INTEREST

If the property, which is the subject of the Application, is owned or leased by a **CORPORATION**, list the Principal Stockholders and the percentage of stock owned by each. NOTE: Where the Principal Officers or Stockholders consist of another Corporation(s), Trustee(s), Partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.

Corporation Name

Name, Address and Office

Percentage of stock

If the property, which is the subject of the Application, is owned or leased by a **TRUSTEE**, list the Principal Stockholders and the percentage of stock owned by each. NOTE: Where the Principal Officers or Stockholders consist of another Corporation(s), Trustee(s), Partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.

Trust Name

Name, Address and Office

Percentage of stock

If the property, which is the subject of the Application, is owned or leased by a **PARTNERSHIP or LIMITED PARTNERSHIP**, list the Principal Stockholders and the percentage of stock owned by each. NOTE: Where the Principal Officers or Stockholders consist of another Corporation(s), Trustee(s), Partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.

Partnership or Limited Partnership Name

Name, Address and Office

Percentage of stock

COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent to the payment of **all applicable fees** involved as part of my application process. These fees include but are not limited to: application fees, postage, advertising, and attorney fees **regardless of the outcome of the public hearing.**

Please type or print the following:

Date: 1/12/18

Public Hearing No. _____

Full Name:

Mr. Mrs. Ms. Jeannine Stuller

Current Address: Gumberg Asset Management Corp. 3200 N Federal Highway City: Ft Lauderdale

State: FL Zip: 33306 Telephone Number (954) 537-2700

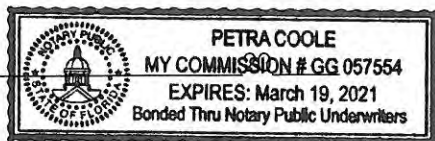
Date of Birth: 11-13-1954

Jeannine Stuller
Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 12 DAY OF January 20 18

Petra Coole
Notary Public, State of Florida at Large

My Commission expires _____



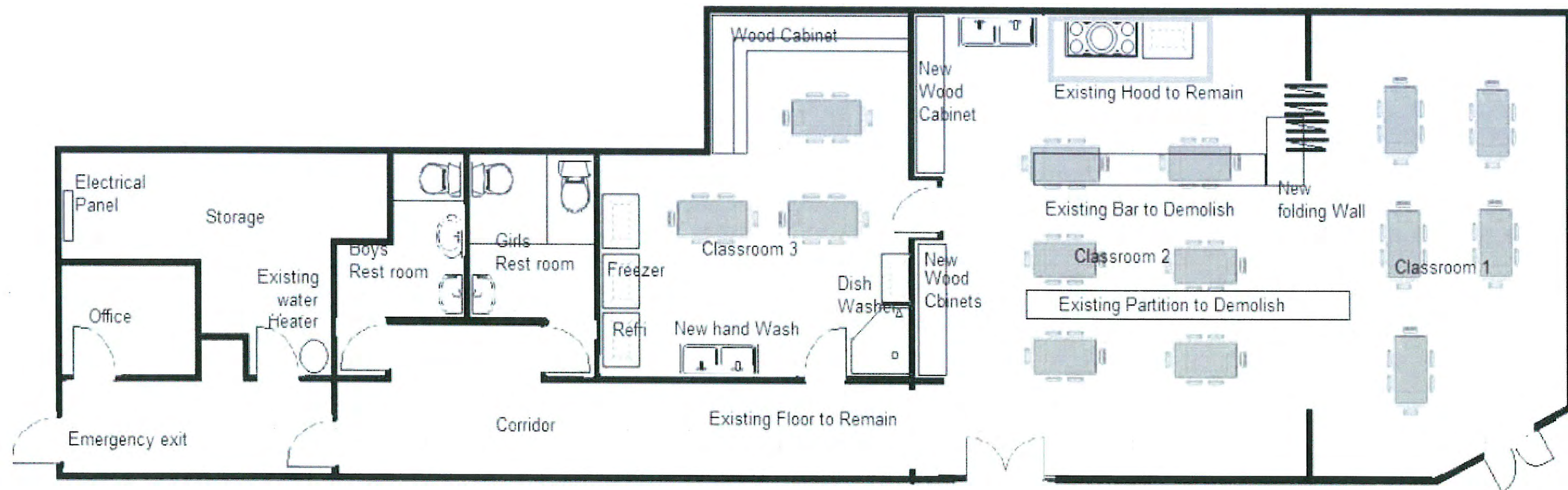
Pursuant to Ordinance No. 2000-09-33-Cost Recovery





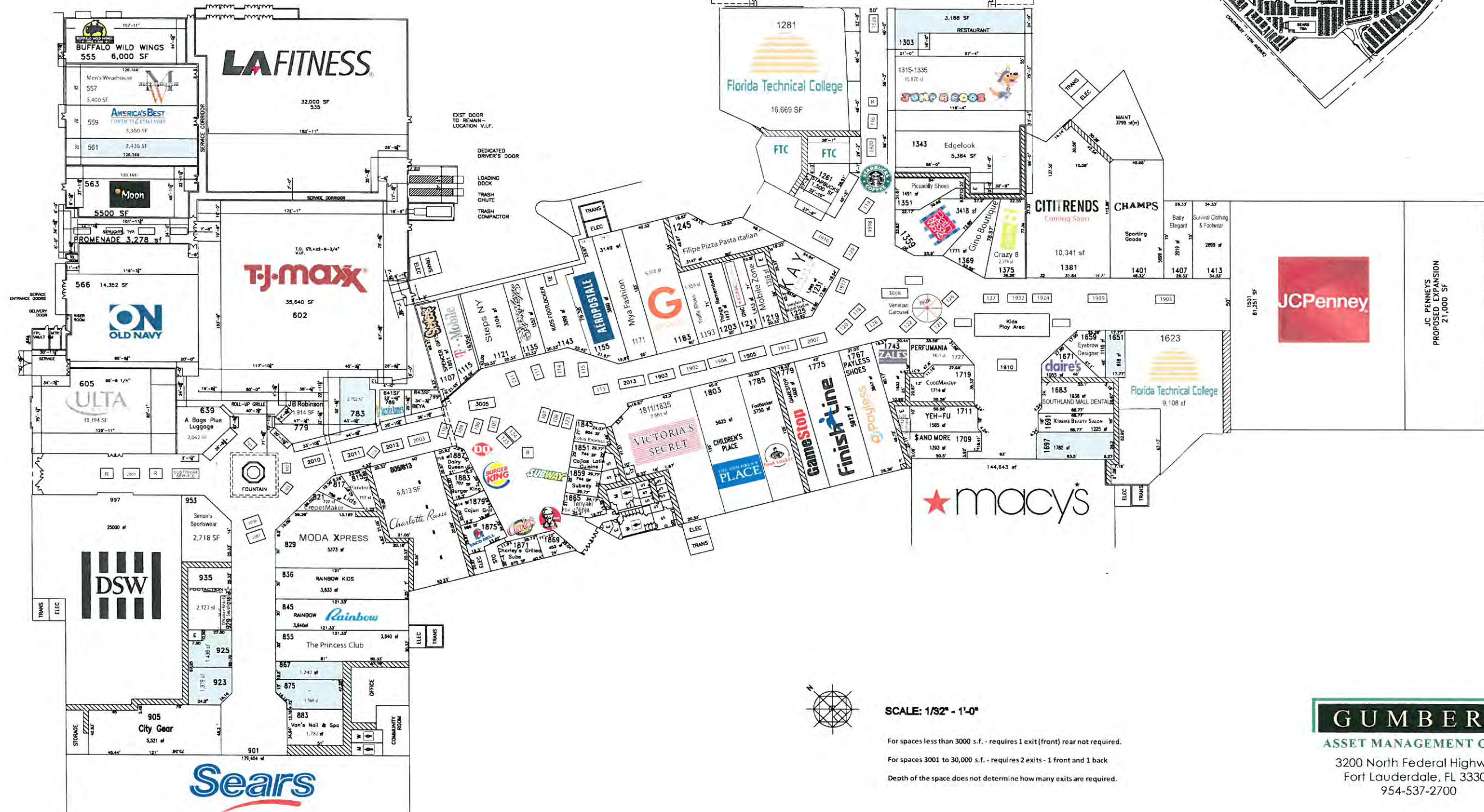








20505 South Dixie Highway
Cutler Bay, FL 33189
(South Miami-Dade County)



GUMBERG
ASSET MANAGEMENT CORP.
3200 North Federal Highway
Fort Lauderdale, FL 33306
954-537-2700

REVISIONS:
1/2018/ CAI/fed
11/2017/ CAI/fed
8/2017/ CAI/fed

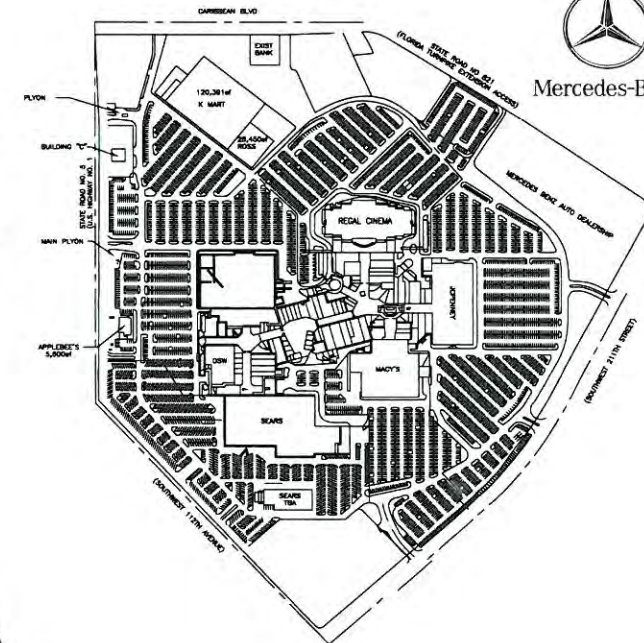
ARCH/ENG

DATE

SHEET



Mercedes-Benz



LEGAL DESCRIPTION OF SHOPPING CENTER**PARCEL I**

A parcel of land lying in Section 7, Township 56 South, Range 40 East, Miami-Dade County, Florida and being more particularly described as follows:

Commencing at the center of said Section 7, said point also being the centerline of Southwest 112th Avenue; thence South 01°01'34" East along said centerline, said line also being the West line of Southeast 1/4 of said Section, a distance of 843.32 feet to a point of intersect with the Northerly right-of-way line of Cutler Ridge Boulevard (Southwest 211 Street) extended; thence North 88°58'26" East along the extended portion of and the said Northerly line a distance of 957.01 feet to the Principal Point and Place of Beginning of the following description:

Thence North 01°01'34" West, a distance of 75.00 feet to a point; thence North 88°58'26" East, a distance of 31.50 feet to a point; thence North 01°01'34" West, a distance of 142.01 feet to a point; thence South 80°54'00" East, a distance of 105.37 feet to a point; thence North 41°19'22" East, a distance of 91.31 feet to a point; thence North 03°40'38" West, a distance of 199.12 feet to a point; thence North 41°19'22" East, a distance of 330.20 feet to a point; thence North 48°40'38" West, a distance of 108.00 feet to a point; thence North 41°19'22" East, a distance of 75.00 feet to a point; thence North 48°40'38" West, a distance of 177.00 feet to a point; thence South 41°19'22" West, a distance of 36.50 feet to a point; thence North 66°39'39" West, a distance of 110.59 feet to a point; thence South 74°34'49" West, a distance of 110.70 feet to a point; thence North 48°41'23" West, a distance of 54.00 feet to a point; thence South 41°18'37" West, a distance of 229.00 feet to a point; thence South 48°41'23" East, a distance of 204.70 feet to a point; thence South 41°18'37" West, a distance of 60.17 feet to a point; thence North 48°41'23" West, a distance of 260.00 feet to a point; thence North 41°18'37" East, a distance of 160.00 feet to a point; thence North 48°41'23" West, a distance of 550.00 feet to a point; thence North 01°01'43" West, a distance of 230.00 feet to a point; thence North 48°39'43" West, a distance of 14.65 feet to a Point; thence South 86°38'38" West, a distance of 44.39 feet to a point; thence North 03°21'22" West, a distance of 43.92 feet to a point; thence North 48°39'43" West, a distance of 214.20 feet to a point on the Southeasterly right-of-way line of U.S. Highway No. 1 (SR 5); thence along said right-of-way line North 41°19'49" East, a distance of 942.26 feet to a point; thence South 48°40'11" East, a distance of 127.00 feet to a point; thence North 41°19'49" East, a distance of 257.24 feet to a point; thence North 48°40'11" West, a distance of 127.00 feet to a point on the said Southeasterly line of U.S. Highway No. 1; thence North 41°19'49" East, a distance of 110.50 feet to a point; thence South 48°40'11" East a distance of 40.00 feet to a point; thence South 41°19'49" West, a distance of 20.00 feet to a point; thence South 48°40'11" East, a distance of 33.33 feet to a point; thence South 43°04'52" East, a distance of 76.11 feet to a point; thence North 56°18'31" East, a distance of 286.01 feet to a point; thence North 41°19'49" East, a distance of 101.83 feet to a point on the Southerly right-of-way line of Caribbean Boulevard; thence South 48°41'31" East along said Southerly line, a distance of 466.00 feet to a point; thence South 41°19'49" West, a distance of 153.83 feet to a point; thence South 48°41'31" East, a distance of 142.00 feet to a point; thence North 41°19'49" East, a distance of 148.82 feet to a point; thence 5.04 feet along an arc to the left having a radius of 25.00 feet and a chord of 5.03 feet with delta angle being 11°33'33", to a point on said Southerly right-of-way line; thence South 48°41'31" East along the said Southerly line, a distance of 52.98 feet to a Point; thence South 41°19'49" West, a distance of 158.00 feet to a point; thence 28.41 feet along an arc to the left having a radius of 20.00 feet and chord of 26.08 feet with delta angle being 81°23'19"; thence 20.28 feet along an arc to the right having a radius of 20.00 feet and a chord of 19.42 feet with delta angle being 58°06'22"; thence South 18°02'52" West, a distance of 218.21 feet to a point; thence 126.85 feet along an arc to the right having a radius of 935.00 feet and a chord of 126.75 feet with delta angle being 07°46'24"; thence 342.39 feet along an arc to the right having a radius of 310.00 feet and a chord of 325.25 feet with delta angle being 63°16'57"; thence South 08°40'11" East, a distance of 75.46 feet to a point; thence 42.67 feet along an arc to the left having a radius of 25.00 feet and a chord of 37.67 feet with delta angle being 97°46'54"; thence North 73°32'55" East, a distance of 221.99 feet to a point; thence 39.27 feet along an arc to the left having a radius of 25.00 feet and a chord of 35.35 feet with delta angle being 90°00'00", to a point on the Westerly right-of-way line of SR 821; thence South 16°27'05" East along said Westerly line, a distance of 700.00 feet to a point; thence 39.27 feet along an arc to the left having a radius of 25.00 feet and a chord of 35.35 feet with delta angle being 90°00'00"; thence South 73°32'55" West, a distance of 317.65 feet to a point; thence 35.87 feet along an arc to the left having a radius of 25.00 feet and a chord of 32.87 feet with delta angle being 82°13'06"; thence South 08°40'11" East, a distance of 84.39 feet to a point; thence 292.34 feet along an arc to the right having a radius of 335.00 feet and a chord of 283.15 feet with delta angle being 50°00'00"; thence South 41°19'49" West, a distance of 25.00 feet to a point; thence 39.27 feet along an arc to the left having a radius of 25.00 feet and a chord of 35.35 feet with delta angle being 90°00'00"; thence South 48°40'11" East, a distance of 18.85 feet to a point; thence 95.21 feet along an arc to the right having a radius of 200.00 feet and a chord of 94.31 feet with delta angle being 27°16'30"; thence South 21°23'41" East, a distance of 70.03 feet to a point; thence 39.27 feet along an arc to the left having a radius of 25.00 feet and a chord of 35.35 feet with delta angle being 90°00'00"; to a point on the Northerly right-of-way line of Cutler Ridge Boulevard (Southwest 211 Street); thence South 68°36'19" West along said Northerly line, a distance of 664.78 feet to a point; thence 659.40 feet along an arc to the right having a radius of 1854.86 feet and a chord of 655.93 feet with delta angle being 20°22'07"; thence continuing along said Northerly line South 88°58'26" West, a distance of 22.67 feet to a Point of Beginning.

PARCEL II

The reciprocal and non-exclusive rights, easements and privileges of use, ingress, egress, parking and for utility and

other purposes created and granted as an appurtenance to Developer's Parcel (as defined in the Operating Agreement hereinafter referred to) of which the Parcel above described is a part, in and by that certain Memorandum of Operating Agreement between Joseph B. Reisman, Trustee and Sears Roebuck and Co., dated June 26, 1970 in Official Record 6927, Page 234; Operating Agreement between Joseph B. Reisman, Trustee and Sears Roebuck and Co., dated June 26, 1970 and recorded May 14, 1980 in Official Record Book 10751, Page 226, as amended by First Amendment to Operating Agreement between Cutler Ridge Associates and Sears Roebuck and Co., dated June 12, 1978 and recorded May 14, 1980 in Official Record Book 10751, Page 272, and that certain Easement and Operating Agreement by and among Alstores Realty Corporation and Jordan Marsh Company and Cutler Ridge Associates, dated December 30, 1980 and recorded February 25, 1981 in Official Record Book 11025, Page 1689, as modified by unrecorded First Amendment to Easement and Operating Agreement, dated January 21, 1991, as modified by Second Amendment to Easement and Operating Agreement, dated November 11, 1997; filed February 23, 1998, in Official Records Book 17990, Page 2640, as modified by Third Amendment to Easement and Operating Agreement, dated November 17, 2004, filed May 23, 2006, in Official Records Book 24555, Page 5, as modified by Fourth Amendment to Easement and Operating Agreement, filed December 28, 2010, in Official Records Book 27535, Page 1678, and as modified by Amended and Restated Fourth Amendment to Easement and Operating Agreement filed July 20, 2011, in Official Records Book 27762, Page 4159, all of the Public Records of Miami-Dade County, Florida, in, on, over, upon and under certain adjoining real property therein more particularly described together with all of the rights, powers, privileges and benefits under said Operating Agreements accruing to the owner of said Developer's Parcel, its successors, legal representatives and assigns.

LESS AND EXCEPT (EXCLUDED PARCEL "B"):

A parcel of land lying in Section 7, Township 56 South, Range 40 East, Miami-Dade County, Florida and being more particularly described as follows:

Commence at the center of Section 7, Township 56 South, Range 40 East, Miami-Dade County, Florida, said point also being the centerline of Southwest 112th Avenue; thence South $01^{\circ}01'34''$ East along the centerline, said line also being the West line of Southeast 1/4 of said Section; a distance of 843.32 feet to a point of intersection with the Northerly Right-of-Way line of Cutler Ridge Boulevard (Southwest 211th Street) extended:

Thence North $88^{\circ}58'26''$ East along the extended portion of and the said Northerly line a distance of 979.68 feet; thence 659.40 feet along an arc to the left having a Radius of 1854.86 feet and a Chord of 655.93 feet with the Delta angle being $20^{\circ}22'07''$; thence North $68^{\circ}36'19''$ East, a distance of 664.78 feet to a point of cusp (the last two courses and distances being coincident with the said Northerly line); thence 39.27 feet along an arc to the right having a Radius of 25.00 feet and a Chord of 35.36 feet with Delta angle being $90^{\circ}00'00''$; thence North $21^{\circ}23'41''$ West, a distance of 70.03 feet to a point; thence 95.21 feet along an arc to the left having a Radius of 200.00 feet and a Chord of 94.31 feet with Delta angle being $27^{\circ}16'30''$; thence North $48^{\circ}40'11''$ West, a distance of 18.85 feet to a point; thence 39.27 feet along an arc to the right having a Radius of 25.00 feet and a Chord of 35.36 feet with Delta angle being $90^{\circ}00'00''$; thence North $41^{\circ}19'49''$ East, a distance of 25.00 feet to a point; thence 292.34 feet along an arc to the left having a Radius of 335.00 feet and a Chord of 283.15 feet with Delta angle being $50^{\circ}00'00''$; thence North $08^{\circ}40'11''$ West, a distance of 84.39 feet to the Principal Point and Place of Beginning of the following description:

Thence continue North $08^{\circ}40'11''$ West, a distance of 333.07 feet to a point; thence 35.87 feet along an arc to the right having a Radius 25.00 feet and Chord of 32.87 feet with the Delta angle $82^{\circ}13'06''$; thence North $73^{\circ}32'55''$ East, a distance of 297.55 feet to a point on the Westerly Right-of-Way line of S.R. 821; thence South $16^{\circ}27'05''$ East along said Westerly line, a distance of 355.00 feet to a point of cusp; thence 39.27 feet along an arc to the left having a Radius 25.00 feet and a Chord 35.36 feet with Delta angle being $90^{\circ}00'00''$; thence South $73^{\circ}32'55''$ West, a distance of 317.65 feet to a point; thence 35.87 feet (38.57 feet (Deeded Call)) along an arc to the left having a Radius of 25.00 feet and a Chord of 32.87 feet with Delta angle being $82^{\circ}13'06''$ to the Point of Beginning.

AND LESS AND EXCEPT (EXCLUDED PARCEL "C"):

A parcel of land lying in Section 7, Township 56 South, Range 40 East, Miami-Dade County, Florida and being more particularly described as follows:

Commence at the center of Section 7, Township 56 South, Range 40 East, Miami-Dade County, Florida, said point also being the centerline of Southwest 112th Avenue; thence South $01^{\circ}01'34''$ East along said centerline, said line also being the West line of Southeast 1/4 of said Section, a distance of 843.32 feet to a point of intersection with the Northerly Right-of-Way line of Cutler Ridge Boulevard (SW 211th Street) extended; thence North $88^{\circ}58'26''$ East, along the extended portion of and said Northerly line a distance of 979.68 feet to the point of curvature, of a circular curve to the left, having a radius of 1854.86 feet and a central angle of $17^{\circ}53'44''$, a distance of 579.34 feet to the Point of Beginning, said point being on the arc of a circular curve to the right, at which the radius point bears North $23^{\circ}51'21''$ East; thence Northwesterly, and Northerly along the arc of said curve, having a radius of 65.00 feet and a central angle $45^{\circ}12'39''$, a distance of 51.29 feet to the point of tangency; thence North $20^{\circ}56'00''$ West, a distance of 7.81 feet to the point of curvature of a circular curve to the right; thence Northerly Northeasterly, and Easterly along the arc of said curve having a radius of 35.00 feet and a central angle of $98^{\circ}12'03''$, a distance of 59.99 feet to the point of reverse curvature of a circular curve to the left; thence Easterly along the arc of said curve having a radius of 600.00 feet and a central angle $08^{\circ}34'15''$, a distance of 89.75 feet to the point of tangency; thence North $68^{\circ}41'48''$ East, a distance of 155.73 feet to the point of curvature of a circular curve to the left; thence Easterly, and Northeasterly along the arc of said curve having a radius of 550.00 feet and a central angle of $27^{\circ}21'59''$, a distance of 262.70 feet to the point of tangency; thence North $41^{\circ}19'49''$ East, a distance of 102.69 feet to the point of curvature of a circular curve to the right; thence Northeasterly, Easterly and Southerly along the Arc

of said curve having a Radius of 25.00 feet and a central angle of 90°00'00", a distance of 39.27 feet to the point of tangency; thence South 48°40'11" East, a distance of 18.85 feet to the point of curvature of a circular curve to the right; thence Southeasterly, and Southerly along the Arc of said curve having a Radius of 150.00 feet and a central angle of 27°16'30", a distance of 71.41 feet to the point of tangency; thence South 21°23'41" East, a distance of 70.03 feet to the point of curvature of a circular curve to the right; thence Southerly, Southwesterly, and Westerly along the Arc of said curve having a Radius of 25.00 feet and a central angle of 90°00'00", a distance of 39.27 feet to the point of tangency; thence South 68°36'19" West, a distance of 564.78 feet to the point of curvature of a circular curve to the right; thence Westerly along the Arc of said curve having a Radius of 1854.86 feet and a central angle of 02°28'23", a distance of 80.06 feet to the Point of Beginning (the last two courses and distances being coincident with the Northerly Right-of-Way line of Cutler Ridge Boulevard (SW 21st Street).

AND LESS AND EXCEPT (OUT PARCEL 2):

A portion of Tracts "E", "F" And "G" of CUTLER RIDGE MALL SUBDIVISION SECTION ONE, according to the plat thereof as recorded in Plat Book 111, Page 49 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the most Southerly South corner of said Tract "F"; thence North 41°19'22" East on a Southeast line of said Tract "F" 330.00 feet; thence North 65°00'00" East on a Southeast line of said Tract "F" 294.37 feet to the Point of Beginning; thence North 00°08'38" West 34.91 feet; thence North 18°35'13" East 46.73 feet; thence North 81°19'49" East and radial to the next described curve 5.61 feet to the intersection with the Southerly boundary of Tract "A" of CUTLER RIDGE OFFICE PARK according to the plat thereof as recorded in Plat Book 128, Page 37 of said Public Records, a point on the arc of a circular curve, concave Northeasterly; thence on the boundary of said Tract "A" the following 3 courses and distances:

1) Southeasterly on the arc of said curve, with a radius of 25.00 feet and a central angle of 97°46'54" an arc distance of 42.67 feet to a point of tangency; 2) North 73°32'55" East 221.99 feet to a point of curvature of a circular curve, concave Northwesterly; 3) Northeasterly on the arc of said curve, with a radius of 25.00 feet and a central angle of 90°00'00" an arc distance of 39.27 feet to the intersection with the most Easterly East line of said Tract "F", a point of cusp; thence South 16°27'05" East on said most Easterly East line and on the most Easterly East line of said Tract "E" 296.08 feet to a point of curvature of a circular curve, concave Northwesterly, (said point lies 48.92 feet Northwesterly of the most Northerly corner of Tract "A" of B.U. MOTORS, according to the plat thereof, recorded in Plat Book 164 at Page 90, of the said Public Records, as measured along the most Easterly East line of said Tract "E"); thence Southwesterly on the arc of said curve, with a radius of 25.00 feet and a central angle of 90°00'00" an arc distance of 39.27 feet to a point of tangency; thence South 73°32'55" West 63.13 feet; thence South 82°02'36" West 81.23 feet; thence South 73°32'55" West 182.63 feet; thence North 52°43'45" West 40.32 feet; thence North 00°08'38" West 217.64 feet (North 00°08'36" West 217.64 feet (Deeded Call)) to the Point of Beginning.

PARCEL III

Rights and benefits of easements, created and defined in the Declaration of Easements made by Joseph B. Reisman, Trustee, dated January 1, 1978, filed January 16, 1978, in Official Records Book 9915, at Page 707.

PARCEL IV

Rights and benefits of easements, created and defined in the Special Warranty Deed dated September 2, 1994, filed September 6, 1994 in Official Records Book 16502, at Page 690.