

9. Term. The parties hereto acknowledge that simultaneously with the execution and delivery of this Agreement, they have entered into that certain Broadband Service Agreement dated of even date herewith (the "Broadband Service Agreement"). The term of this Agreement shall be co-terminus with the term of the Broadband Service Agreement. Upon the expiration or earlier termination of the Broadband Service Agreement, this Agreement shall automatically terminate without any further action required by the parties hereto; provided, however, that if either party or any successor party shall desire written evidence of any such termination of this Agreement for recordation in the public records of Miami-Dade County, Florida or otherwise, then the parties shall promptly cooperate to enter into written evidence of such termination.

10. Grantee shall have the right to record this Easement in the Public Records of Miami-Dade County at its own cost and expense.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their respective hands and seals the day and year first above written.

Signature pages follow.

[Signature]
Witness Signature (as to Grantor)

Al Stead
Printed Name

GRANTOR:

THURMAN PARK HILL, LP,
a FL limited partnership

By: Ian Sanders
a
its AUTHORIZED SIGNATORY

[Signature]
By: Ian Sanders

[Signature]
Witness Signature (as to Grantor)

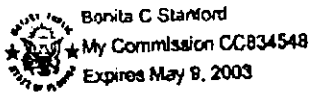
Joe Kuipers
Printed Name

STATE OF FLORIDA)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 30th day of July, 2001, by Ian Sanders, an authorized officer on behalf of Thurman Park Hill, LP, a FL limited partnership. He is personally known to me or has produced _____ for identification.

Witness my hand and official seal in the County and State last aforesaid this 30th day of July, 2001.

NOTARY RUBBER STAMP SEAL



[Signature]
Notary Signature

Bonita C. Stanford
Printed Notary Signature

GRANTEE:

Teresa C. Bostic
Witness Signature (as to Grantee)

TCI TKR OF SOUTH DADE, INC.
a _____ corporation

TERESA C. BOSTIC
Printed Name

By: [Signature]
KEVIN FEE (name)
S.R. Vice President (title)

Dawn Stagliano
Witness Signature (as to Grantee)

Dawn Stagliano
Printed Name

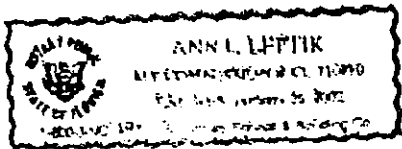
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 6 day of AUGUST, 2001, by KEVIN FEE, an officer of TCI TKR of South Dade, Inc., a _____ corporation. He is personally known to me or has produced _____ for identification.

Witness my hand and official seal in the County and State last aforesaid this 6 day of AUGUST, 2001.

NOTARY RUBBER STAMP SEAL

[Signature]
Notary Signature



ANN L. LEFTIK
Printed Notary Signature

Exhibit A

Legal Description of Property

[attached]

Exhibit "A"
Legal Description

Parcel I:

A portion of Tracts 14, 15, 19 and 20, of DADE COUNTY DEVELOPMENT COMPANY, recorded in Plat Book 1, Page 84, of the Public Records of Miami-Dade County, Florida, lying in Section 33, Township 54 South, Range 40 East, being more particularly described as follows:

PARCEL SOUTH:

Begin at the Southwest corner of said Tract 19; thence North 1°58'26" West, along the West line of said Tract 19, for 557.34 feet; thence North 87°06'47" East along a line 85.00 feet South of and parallel with the North line of said Tracts 19 and 20, also being the Southerly boundary of an 85 foot City of Miami Water Easement for 659.88 feet; thence South 2°03'26" East, along the East line of said Tract 20, for 558.12 feet; thence South 87°10'55" West, along the South line of Tracts 19 and 20, for 660.62 feet to the Point of Beginning;

LESS AND EXCEPTING THEREFROM the South 25.00 feet thereof (conveyed to Miami-Dade County, Florida, for right of way for S.W. 76th Street).

AND

PARCEL EAST:

Begin at the Southeast corner of Tract 2, HEFTLER HOMES SUNSET PARK, SECTION FOUR, recorded in Plat Book 76, Page 24, Public Records of Miami-Dade County, Florida; thence South 87°59'26" West, along the South line of said Tract 2, for 232.22 feet to the Southwest corner of said Tract 3; thence South 2°00'34" East, along the Easterly right-of-way line of S.W. 94th Place, for 64.57 feet to a point of curvature; thence Southeasterly along a circular curve to the left having a radius of 199.80 feet and a central angle of 35°29'22" for an arc distance of 123.76 feet to a point of tangency; thence South 37°29'56" East for 38.42 feet to a point of curvature; thence Southeasterly and Southerly along a circular curve to the right having a radius of 174.71 feet and a central angle of 43°55'43" for an arc distance of 133.95 feet to a Northwest corner of a Miami-Dade County Park as adopted by Resolution No. 9413; thence North 87°02'39" East, along a North line of the said Miami-Dade County Park for 119.79 feet (Park Deed 120 feet); thence North 3°39'19" East, along a West line of the said Miami-Dade County Park for 168.50 feet to the Northwest corner of the South 2/5 of Tract 13 of the said Plat of Dade County Development Company; thence North 2°00'34" West along the West line of said Tract 13 (also being the East line of said Tract 14) for 177.42 feet to the Point of Beginning.

AND

PARCEL WEST:

Begin at the Southeast corner of Tract 1 of the said Plat of HEFTLER HOMES SUNSET PARK, SECTION FOUR; thence Southeasterly along a circular curve to the left having a radius of 232.47 feet and a central angle of 35°29'22" for an arc distance of 143.99 feet to a point of tangency (last mentioned course being coincident with the Westerly right-of-way line of said

LEGAL DESCRIPTION
CONTINUED

S.W. 94th Place); thence continue along the Westerly right-of-way line of said S.W. 94th Place, South 37°29'56" East for 140.09 feet to a point of curvature; thence Southeasterly and Southerly along a circular curve to the right having a radius of 124.71 feet and a central angle of 43°55'43" for an arc distance of 95.61 feet to a point of compound curvature; thence Southwesterly along a circular curve to the right having a radius of 1420.95 feet and a central angle of 4°00'53" for an arc distance of 99.57 feet to a point on the South line of said Tract 14; thence South 57°06'47" West along the South line of said Tracts 14 and 15 for 368.05 feet; thence North 2°53'13" West for 52.94 feet to a point of curvature; thence Northerly, Northeasterly and Easterly along a circular curve to the right having a radius of 50.00 feet and a central angle of 90°52'39" for an arc distance of 79.31 feet; thence North 2°00'34" West for 489.18 feet to a point of the Southerly right-of-way line Sunset Drive (S.W. 72nd Street); thence North 87°02'59" East, along the Southerly right-of-way of said Sunset Drive for 25.53 feet to the Northwest corner of said Tract 1; thence South 2°00'34" East, along the West line of said Tract 1, for 150.00 feet to the Southwest corner of said Tract 1; thence North 87°59'26" East along the South line of said Tract 1 for 164.99 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

FORMERLY KNOWN AS:

All of PARK HILL CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 10680, Page 366, Public Records of Miami-Dade County, Florida, as amended and/or supplemented.

LESS:

A parcel of land in Tract 15 of DADE COUNTY DEVELOPMENT COMPANY, recorded in Plat Book 1, Page 84, Public Records of Miami-Dade County, Florida, described as follows:

Commence at the N.W. corner of Tract 1 of HEFTLER HOMES SUNSET PARK SECTION FOUR, recorded in Plat Book 76, Page 24, Public Records of Miami-Dade County, Florida; thence South 2°00'34" East along the West line of said Tract 1 for 150.00 feet to the S.W. corner of said Tract 1; thence South 87°02'59" West for 25.53 feet; thence North 2°00'34" West along a line parallel with the West line of said Tract 1 for 150.00 feet to a point on a line that is 50.00 feet South of and parallel with the center line of S.W. 72nd Street, as shown on said Plat of Heftler Homes Sunset Park, Section Four; thence North 87°02'39" East along the previously described line for 25.53 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

PARCEL II:

Easement for the use and benefit of Parcel I, recorded in Official Records Book 7371, Page 337, of the Public Records of Miami-Dade County, Florida.

Tax Folio Numbers: 30-4033-001-0281
30-4033-001-0311

ThyssenKrupp Elevator



Sales Department

Fax

To: **Juliane**
Fax Number: **305 274 1251**
From: **Abigail Zeitoune**
Date: **August 18, 2004**
Re: **Park Hill Apts**

Juliane,

Here is the information you requested. Please be advised that this is an old contract with a company that has since been taken over by ThyssenKrupp Elevator. As a result I would strongly advise the Association to sign a new contract with us that is more comprehensive.

Please pass on my details to the Condo Association and let them know that I am available to discuss any questions they may have and would very much like to discuss a new contract with them.

If you should have any questions, please feel free to contact me at (786) 336-5320.

Thank you.

Abigail Zeitoune

ThyssenKrupp Elevator Corporation
7481 NW 66th Street
Miami, FL 33166
Telephone: (305) 592-7722, (800) 683-8888
Fax: (305) 592-1221
E-mail: abigail.zeitoune@thyssenkruppelevator.com
Internet: www.thyssenkruppelevator.com

January 3, 1992

To: Park Hill
7236 S.W. 94th Place
Miami, FL 33173



East Coast Elevator, Inc.

East Coast Elevator, Inc. will examine all elevator equipment, its component parts and operations and when conditions warrant adjust, lubricate, clean, repair or replace all elevator parts and devices not specifically excluded by this contract.

To furnish lubricants and/or hydraulic fluid as required except where there is an underground or buried leak, such as in jack cylinder or fluid line, fluid replacement and/or repair is at your expense.

To inspect all wire ropes as often as in our judgement is necessary to maintain an adequate factor of safety.

All original parts and contacts will be installed when replacement is necessary.

24 HOUR SERVICE WHICH INCLUDES: REGULAR AND EMERGENCY CALL BACK SERVICE WILL BE MADE AT ANY HOUR, DAY OR NIGHT IN THIS CONTRACT.

Service under the terms and conditions of this agreement shall be for an initial non-cancellable period of five (5) years commencing on May 15, 1992 and shall automatically be

renewed for successive five (5) year periods thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) year period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Time is of the essence. The price of this service as herein stated shall be \$ 120.00XXXXXXXX per month, payable at the end of the month.

We shall not include: Heat and smoke sensors, emergency lights and batteries, refinishing, repairing or replacement of car enclosure, elevator motor, and generator, platform, car floor, floor covering, hoistway and motor room enclosure, hoistway door panels, silver contacts, frames and sills, elevator machine, underground work on jack, jacking, elevator hoistway cables and conductor cables, underground piping, pit and hoistway and motor room lighting, elevator motor room disconnect switch and all electrical before it, the light bulbs or tubes for lighting, the car or any part which becomes obsolete or no longer manufactured and all other items set forth and excluded in this agreement.

Your acceptance of this contract with East Coast Elevator, Inc. will constitute exclusively and entirely the contract for the service herein described. All other prior representations or contracts, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to the contract will be recognized unless made in writing and signed by both parties.

It is agreed that we are not required to make repairs necessitated by reason of negligence, misuse, or overloading of the equipment as directed or recommended by insurance companies or by government, state, municipal or other authorities.

It is understood in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that East Coast Elevator, Inc. or its employees, assumes any liability whatsoever on account of accidents to persons or property except those directly due to negligent acts of East Coast Elevator, Inc. or its employees, and the Purchaser's own responsibility for accidents to persons or properties while riding on or being on or about the aforesaid equipment referred to, is in no way affected by this agreement. East Coast Elevator, Inc. shall not be held responsible or liable for any loss, damage, detention, or delay caused by accidents, labor troubles, strikes, lockouts, fire, flood, power failure, water damage, acts of civil or military authorities, or by insurrection or riot, or by any event for consequential damage. No work, service or liability on the part of East Coast Elevator, Inc. other than that specifically mentioned herein, is intended or included.

You will provide a weather proof, adequately ventilated and heated machine room, to maintain a room temperature of 50°F minimum, to 100°F maximum, with sufficient light working. Also, all access to moves including stairs, ladder, landing, doors and handrails will be kept secure and in good condition by you.

You hereby agree to pay East Coast Elevator, Inc. reasonable attorney's fees and all costs in the event that it becomes necessary to enforce any of the terms and conditions of this contract or defend any claim.

You agree to notify us in writing of any change in ownership, lessor, lessee, or management of the premises at least 30 days prior to such change. Should you fail to do so you will remain responsible for payment of all further charges and any liability incurred by us.

East Coast Elevator, Inc. assumes no responsibility for defects in material and workmanship resulting from the original elevator installation.

Under this contract we will maintain the elevator equipment proper as hereinafter described, on the terms and conditions subsequently set forth. We will use men employed by us. They will use reasonable care to keep your equipment adjusted and maintain the elevator(s) in good condition.

Repair, replacement, and 24 hour emergency call-back portions of this agreement automatically lapse if payment is overdue 30 days or more. Should payment become 45 days or more overdue, East Coast Elevator, Inc. may cancel this contract by notification by mail. In states requiring notice prior to filing liens, the notice requirement is specifically waived.

It is your responsibility on all repair or emergency calls to turn elevator off at main disconnect, before calling East Coast Elevator, Inc. to prevent further damage or bodily injury to anyone.

The contract price is based on the elevator mechanics hourly cost at this time (contract/proposal date) for this area and shall be automatically increased or decreased annually by the percentage change in said cost; also in connection with the Federal Cost of Living Index's most recent figure formulated by the U.S. Dept. of Labor.

This contract provides for routine examination, lubrication, cleaning, adjustment, replacement of parts, and performance of applicable code-required safety tests on a traction elevator and annual relief pressure test on a hydraulic elevator and any other service, repair, and maintenance sufficient to ensure the safe operation of the elevator.

East Coast Elevator, Inc.: will render service once per month:

2-Elevators
3-Landings

Accepted

Building Name: Park Hill

Corp. Name:

Authorized Signature: [Signature]

Date: 5-8-92

East Coast Elevator, Inc.
Signature: [Signature]

Sales Representative

Signature: [Signature]

Corporate Office

This contract, in order to be valid, must be signed by a corporate officer.

January 3, 1992

To: Park Hill
7236 S.W. 94th Place
Miami, FL 33173



East Coast Elevator, Inc.

East Coast Elevator, Inc. will examine all elevator equipment, its component parts and operations and when conditions warrant adjust, lubricate, clean, repair or replace all elevator parts and devices not specifically excluded by this contract.

To furnish lubricants and/or hydraulic fluid as required except where there is an underground or buried leak, such as in jack cylinder or fluid line, fluid replacement and/or repair is at your expense.

To inspect all wire ropes as often as in our judgement is necessary to maintain an adequate factor of safety.

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We shall not include: Heat and smoke sensors, emergency lights and batteries, refitting, repairing or replacement of car enclosure, elevator motor, and generator, platform, car floor, floor covering, hoistway and motor room enclosure, hoistway door panels, silver contacts, frames and sills, elevator machine, underground work on jack, jacking, elevator hoistway cables and conductor cables, underground piping, pit and hoistway and motor room lighting, elevator motor room disconnect switch and all electrical before it, the light bulbs or tubes for lighting, the car or any part which becomes obsolete or no longer manufactured and all other items set forth and excluded in this agreement.

Your acceptance of this contract with East Coast Elevator, Inc. will constitute exclusively and entirely the contract for the service herein described. All other prior representations or contracts whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to the contract will be recognized unless made in writing and signed by both parties.

It is agreed that we are not required to make repairs necessitated by reason of negligence, misuse, or overloading of the equipment as directed or recommended by insurance companies or by government, state, municipal or other authorities.

It is understood in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that East Coast Elevator, Inc. or its employees, assumes any liability whatsoever on account of accidents to persons or property except those directly due to negligent acts of East Coast Elevator, Inc. or its employees, and the Purchaser's own responsibility for accidents to persons or properties while riding on or being on or about the aforesaid equipment referred to, is in no way affected by this agreement. East Coast Elevator, Inc. shall not be held responsible or liable for any loss, damage, detention, or delay caused by accidents, labor troubles, strikes, lockouts, fire, flood, power failure, water damage, acts of civil or military authorities, or by insurrection or riot, or by any event for consequential damage. No work, service or liability on the part of East Coast Elevator, Inc. other than that specifically mentioned herein, is intended or included.

You will provide a weather proof, adequately ventilated and heated machine room, to maintain a room temperature of 50°F minimum, to 100°F maximum, with sufficient light working. Also, all access to motor including stairs, ladder, landing, doors and handrails will be kept secure and in good condition by you.

You hereby agree to pay East Coast Elevator, Inc. reasonable attorney's fees and all costs in the event that it becomes necessary to enforce any of the terms and conditions of this contract or defend any claim.

You agree to notify us in writing of any change in ownership, lessor, lessee, or management of the premises at least 30 days prior to such change. Should you fail to do so you will remain responsible for payment of all further charges and any liability incurred by us.

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Under this contract we will maintain the elevator equipment proper as hereinafter described, on the terms and conditions subsequently set forth. We will use men employed by us. They will use reasonable care to keep your equipment adjusted and maintain the elevator(s) in good condition.

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This contract provides for routine examination, lubrication, cleaning, adjustment, replacement of parts, and performance of applicable code-required safety tests on a traction elevator and annual relief pressure test on a hydraulic elevator and any other service, repair, and maintenance sufficient to ensure the safe operation of the elevator.

East Coast Elevator, Inc. will render service once per month:

2-Elevators
3-Landings

Accepted

Building Name: Park Hill

Corp. Name:

Authorized Signature - Title

Date

East Coast Elevator, Inc.

Signature

Sales Representative

Signature

Corporate Office

This contract, in order to be valid, must be signed by a corporate officer.



June 24, 2003

Thurman Parkhill LP d/b/a Park Hill apartments
7216 SW 94th Place
Miami, Florida 33173

Re: Standard Laundry Space Lease

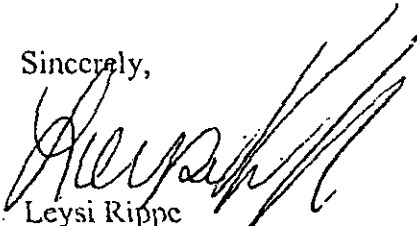
To Whom It May Concern:

We appreciate your signing a Lease with Mac-Gray Services. Thank you : company once again as your laundry vendor. This represents your faith and tr intend to justify that confidence.

Enclosed please find an additional copy of the Lease Agreement, which you n permanent records.

Once again, thank you for your business.

Sincerely,


Leysi Rippe
Lease Administrator

W/encs.

No contacts
No phone numbers

MacGray ~

just got easier."

Miriam fl

1-800-780-

9274

954-704-4920

954-704-7850

Schedule A

Description of Laundry room(s) within the Premises:

Total of 21 Laundry rooms containing between 2 washer and 2 dryers and 3 washers and 3 dryers per location throughout the apartment community.

Equipment Detail:

Quantity	Description
29	Coin Operated Rebuilt High Efficiency Maytag Washers-white-Model #: MAW14PDEAAW
29	To be installed as received by MacGray New Coin Operated Electric Maytag Dryers-White-Model # MDE16PDAYW

Vend Schedule:

The Vend Schedule is agreed upon and may not be changed or altered.

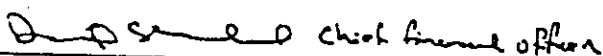
Initial: \$1.25
Year 2 \$1.25
Year 3 \$1.50
Year 4 \$1.50
Year 5 \$1.50
Year 6 \$1.50
Year 7 \$1.50

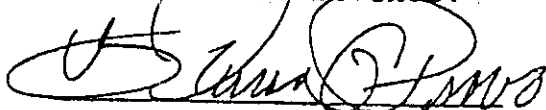
Other: [accessories, renovations, allowances, signing bonus]

Landlord acknowledges receipt of pre-paid rent in the amount of \$50,000 that will be applied as rent on behalf of lessee at the commencement of this lease until depleted pursuant to section 3 of the Lease agreement.

Lessee to pay Lessor's a Leasehold Improvement of Sixty Thousand (\$60,000, to be paid Thirty(30)days after the installation of the first of Lessee's Equipment.

Lessor shall be accompanied by a representative of Thurman Parkhill, LP d/b/o/Park Hill Apartments during the collections of revenue.


Lessor *As Agent for owner.*


Lessee

055

(80%), Lessee reserves the right to r t payable to Lessor in direct proportion to age reduction in the occupancy rate. Lessor shall provide Lessee, when requested, with true and accurate information regarding the occupancy rate of the Premises.

Lessee shall service the Equipment on a regular basis and shall maintain same in good operating condition. At the Lessee discretion, lessee may elect to replace equipment when determined necessary by the lessee. If, however, in the sole discretion of the Lessee, service to the Equipment becomes excessive as a result of Lessor's or any user's misuse of the Equipment, unwarranted requests for service, interruption in the supply of adequate light, electrical power, plumbing, water, gas, sewage disposal or any other utility required for the proper and safe use of the Equipment, or vandalism to the Equipment or the Leased Premises, Lessee may terminate this Lease and remove all of the Equipment and all obligations of Lessee under this Agreement shall cease.

In the event of a material breach of the Lease by the Lessor, Lessee shall be entitled to declare the Lease terminated and shall be entitled to recover as, liquidated damages for the loss sustained and not as a penalty or forfeiture, a sum of money equal to seventy-five percent (75%) of the Lessee's share of the revenues for the balance of the Term based upon the highest previous consecutive six month period of collections. Liquidated damages shall be in addition to any other damages, including but not limited to incidental damages and consequential damages the Lessee may be entitled to recover. Failure to exercise this liquidated damages provision shall not constitute a waiver of Lessee's causes of action under this Lease or otherwise. Lessee shall be entitled to recover all costs and attorney's fees incurred to enforce the Lease.

Upon termination of the Lease, Lessee shall have the right of first refusal to meet any bona fide offer to lease said Premises, or to sell, rent or lease laundry equipment and/or services to said Premises, made by any other person or entity on the identical terms and conditions of that offer. This provision shall survive termination of the Term.

Either party may terminate this Agreement by written notice to the other party if: a) The other party commits any material breach of this Agreement which is not capable of being remedied; or b) The other party commits a breach of this Agreement which is capable of being remedied and fails to remedy the breach within 30 days after receipt of written notice of the default or within such longer period as may be specified in the notice of default. In the event this Lease is terminated pursuant to the provisions hereof, Lessee shall have the right of access to the Leased Premises and the right to remove all of the Equipment and leasehold improvements which may have been installed, furnished or supplied by the Lessee.

Any notices from one party to the other concerning the Lease shall be sent by certified mail, return receipt requested, to each other at the address shown on the first page of this Lease, or such other addresses as specified by the parties in writing. Notice shall be effective upon receipt.

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the Leased Premises free from any eviction or interference by Lessor, provided Lessee pays the Rent and otherwise performs its obligations.

Lessor acknowledges that access control devices, if any, supplied by the Lessee are not warranted to provide any guarantee of security. Lessor is responsible for security, including maintenance and repair of all doors, gates, hinges, frames, and door strikes. Lessor is responsible for any theft or vandalism of the Equipment, including consequential damages and lost revenue to Lessee. Lessee shall repair/replace equipment as needed and invoice Lessor, with the right to set off against future rent due.

Lessor and Lessee expressly agree this Lease contains the entire agreement between the Lessor and Lessee and supersedes all prior or contemporaneous oral or written agreements, and may not be modified, except as provided for herein, unless said modification is contained in writing signed by the Lessor and Lessee.

executed as a sealed instrument as of the date first appearing above.

LESSOR: Thurman Building Apartments, LLC
Lessor Tax I.D. no. [REDACTED]

LESSEE: Mac-Gray Services, Inc.

[Signature] Chief Financial Officer
as a sign for agent
Authorized Agent
Witness: Kelly Kimball
Witness: Adantia D. [Signature]

[Signature]
Authorized Agent
Witness: Kelly Kimball
Witness: Adantia D. [Signature]

APARTMENT LEASE AGREEMENT

THIS APARTMENT LEASE AGREEMENT (the "Lease") made as of April 1, 2003, by Thurman Parkhill, LP d/b/o/parkhill apartment c/o Fifteen Asset Management LLC and MacGray Corporation between Park Hill Apartments, as lessor ("Lessor"), located at 7216 SW 94th Place, Miami, Florida 33173 and MacGray Services, Inc., a Delaware corporation having its corporate headquarters at 22 Water Street, Cambridge, Massachusetts 02141, as lessee ("Lessee"). In consideration of the mutual covenants, duties and obligations set forth herein, Lessor and Lessee hereby agree as follows:

1. Lessor warrants and represents that Lessor is the owner, or authorized agent of the owner, of a certain property located at 7216 SW 94th Place, Miami, Florida 33173 (the "Premises"). Lessor hereby leases to the Lessee that part of the Premises, as set forth in the attached Schedule A (the "Leased Premises"), for the purpose of installing, operating and maintaining on the Leased Premises the following pay-per-use laundry equipment: 29 washing machine(s) and 29 dryer(s) and related apparatus installed by the Lessee (the "Equipment"). During the Term as defined herein, Lessee shall also have the exclusive right to lease any additional laundry space which Lessor designates within the Premises including, without limitation, any expansion of the Leased Premises, upon the same terms and conditions as set forth in this Lease.

2. The term of this Lease (the "Original Term") shall be for a period of seven (7) years beginning April 1, 2003, or the date of installation of the Equipment, whichever is later (the "Commencement Date"). At the expiration of this agreement, the "Lease shall renew on a month-to-month basis.

3. Lessee agrees to pay Lessor as rent (the "Rent") from the income of the Equipment, monthly in arrears, an amount equal to: Fifty Percent (50%) of the gross revenues* (See Schedule A, Other) less all applicable fees and/or taxes, including, but not limited to, sales, use, excise, personal property or real estate taxes payable by Lessee in connection with the use and possession of the Leased Premises and the operation of the Equipment. Lessor agrees that Lessee shall have the right to determine the amount of Equipment to be installed and the price of each washing cycle and each drying cycle. In the event that a monthly deficit occurs (most common at "seasonal" properties), Lessor shall have the option of paying the amount of the deficit to Lessee within 10 days of receipt of invoice, or Lessor may elect to "roll" the deficit to be deducted from the next month(s) that there is a rent to be paid by Lessee to Lessor. If a deficit occurs for three consecutive months, Lessor shall, at Lessee's option, pay the entire deficit within 10 days of request for payment.

4. Lessor hereby warrants and represents that the signatories to this Lease have full power and authority to enter into this Lease. Lessor and its representatives or agents further warrant and represent that there is no other lease, license, or other instrument granting to another person the same or similar right in and to the Leased Premises or the Premises.

5. Lessor and Lessee each waive any claims either may have against the other, including their agents and employees, for any damage to their respective property (except in the case of vandalism to, or theft of, the Equipment, see paragraph L below), and each agrees that their respective insurance policies shall contain a clause or endorsement that the insurance company waives any right of subrogation which it might have against the other, and that their respective insurers shall have no right by way of subrogation or otherwise against the other.

6. This Lease shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto, including, but not limited to, a successor as a result of the sale or conversion of the Premises to any other owner or form of ownership of all or part of the Premises. Lessor also covenants that in the event the Premises is sold or transferred it shall be a condition of any such sale or transfer that the prospective purchaser or transferee take an express assignment of the Lease and be bound by all of its terms and conditions. Failure of the Lessor to secure an assignment of the Lease by a prospective purchaser or transferee shall, at Lessee's option, constitute a breach of the Lease and shall not serve to relieve Lessor or the purchaser or transferee of any of the obligations under the Lease which shall continue for the remainder of the Term.

7. Lessor agrees to execute an acknowledged and/or notarized Lease or form of notice of the Lease, and notices of Lease for any extended terms, as required by Lessee. Such lease or notice of lease shall be executed in recordable form by Lessor and Lessee. Lessee shall record the same at the appropriate registry. Lessor further agrees that Lessee may post notice labels on its machines in the laundry room(s).

8. This Lease shall be construed according to the laws of The Commonwealth of Massachusetts. If any provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision.

9. Lessor and Lessee agree that any court of record of Middlesex County, Massachusetts or the United States District Court for the District of Massachusetts shall have jurisdiction with respect to any proceedings arising under this Agreement. Lessor agrees to be subject to venue of process in any proceeding arising under this Lease in accordance with Rules of Civil Procedure for the Commonwealth of Massachusetts and the Federal Rules of Civil Procedure.

10. Any terms and conditions set forth in any duly signed addendum or schedule are expressly incorporated by reference. Lessor represents that it understands and agrees to the terms and conditions of this Lease.

GENERAL TERMS AND CONDITIONS OF LEASE

Subject to reasonable security measures, Lessee and apartment residents shall have access to the Leased Premises at all times.

Title to the Equipment shall remain with the Lessee at all times. Lessor shall not move or remove, disconnect, or tamper with the Equipment for any reason whatsoever unless expressly authorized by Lessee.

Lessor shall, at its own expense, clean the common areas of the Premises and the Leased Premises and maintain same in good condition and repair. Lessor shall provide to the Lessee, and bear the expense of, adequate light, electrical power, plumbing, water, gas, sewage disposal, drainage, dryer venting and all other utilities required for the proper and safe use of the Equipment.

If, at any time during the Term, Lessor grants permission to individual apartments to install laundry equipment, or provides laundry hookups for the installation of laundry equipment, or laundry equipment, to the individual apartments, Lessee shall be entitled to (1) reduce the Rent by a proportionate amount and receive a pro-rata refund for all initial expenses incurred by Lessee in excess of the capital cost of the Equipment (this amount shall be directly related to the percentage of apartments affected); or (2) terminate this Lease in accordance with paragraph G if the number of apartments with in-unit laundry equipment increases by thirty percent (30%) from the date this lease is executed. Lessor shall provide Lessee, when requested, with true and accurate information regarding the number of in-unit hook-ups of laundry equipment.

If at any time after the Commencement Date the occupancy rate of the apartment units in the Premises become less than eighty percent

APARTMENT LEASE AGREEMENT

THIS APARTMENT LEASE AGREEMENT (the "Lease") made as of April 1, 2003 by Thurman Parkhill, LP d/b/o/parkhill apartment c/o Fifteen Asset Management LLC and MacGray Corporation between Park Hill Apartments as lessor ("Lessor"), located at 7216 SW 94th Place Miami, Florida 33173 and Mac-Gray Services, Inc., a Delaware corporation having its corporate headquarters at 22 Water Street, Cambridge, Massachusetts 02141, as lessee ("Lessee"). In consideration of the mutual covenants, duties and obligations set forth herein, Lessor and Lessee hereby agree as follows:

1. Lessor warrants and represents that Lessor is the owner, or authorized agent of the owner, of a certain property located at 7216 SW 94th Place, Miami, Florida 33173 (the "Premises"). Lessor hereby leases to the Lessee that part of the Premises, as set forth in the attached Schedule A (the "Leased Premises"), for the purpose of installing, operating and maintaining on the Leased Premises the following pay-per-use laundry equipment: 29 washing machine(s) and 29 dryer(s) and related apparatus installed by the Lessee (the "Equipment"). During the Term as defined herein, Lessee shall also have the exclusive right to lease any additional laundry space which Lessor designates within the Premises including, without limitation, any expansion of the Leased Premises, upon the same terms and conditions as set forth in this Lease.
2. The term of this Lease (the "Original Term") shall be for a period of seven (7) years beginning April 1, 2003 or the date of installation of the Equipment, whichever is later (the "Commencement Date"). At the expiration of this agreement, the "Lease shall renew on a month-to-month basis.
3. Lessee agrees to pay Lessor as rent (the "Rent") from the income of the Equipment, monthly in arrears, an amount equal to: Fifty Percent (50%) of the gross revenues* (See Schedule A, Other) less all applicable fees and/or taxes, including, but not limited to, sales, use, excise, personal property or real estate taxes payable by Lessee in connection with the use and possession of the Leased Premises and the operation of the Equipment. Lessor agrees that Lessee shall have the right to determine the amount of Equipment to be installed and the price of each washing cycle and each drying cycle. In the event that a monthly deficit occurs (most common at "seasonal" properties), Lessor shall have the option of paying the amount of the deficit to Lessee within 10 days of receipt of invoice, or Lessor may elect to "roll" the deficit to be deducted from the next month(s) that there is a rent to be paid by Lessee to Lessor. If a deficit occurs for three consecutive months, Lessor shall, at Lessee's option, pay the entire deficit within ten (10) days of request for payment.
4. Lessor hereby warrants and represents that the signatories to this Lease have full power and authority to enter into this Lease. Lessor and its representatives or agents further warrant and represent that there is no other lease, license, or other instrument granting to another person the same or similar right in and to the Leased Premises or the Premises.
5. Lessor and Lessee each waive any claims either may have against the other, including their agents and employees, for any damage to their respective property (except in the case of vandalism to, or theft of, the Equipment, see paragraph L below), and each agrees that their respective insurance policies shall contain a clause or endorsement that the insurance company waives any right of subrogation which it might have against the other, and, that their respective insurers shall have no right by way of subrogation or otherwise against the other.
6. This Lease shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto, including, but not limited to, a successor as a result of the sale or conversion of the Premises to any other owner or form of ownership of all or part of the Premises. Lessor also covenants that in the event the Premises is sold or transferred it shall be a condition of any such sale or transfer that the prospective purchaser or transferee take an express assignment of the Lease and be bound by all of its terms and conditions. Failure of the Lessor to secure an assignment of the Lease by a prospective purchaser or transferee shall, at Lessee's option, constitute a breach of the Lease and shall not serve to relieve Lessor or the purchaser or transferee of any of the obligations under the Lease which shall continue for the remainder of the Term.
7. Lessor agrees to execute an acknowledged and/or notarized Lease or form of notice of the Lease, and notices of Lease for any extended terms, as required by Lessee. Such lease or notice of lease shall be executed in recordable form by Lessor and Lessee. Lessee shall record same at the appropriate registry. Lessor further agrees that Lessee may post notice labels on its machines in the laundry room(s).
8. This Lease shall be construed according to the laws of The Commonwealth of Massachusetts. If any provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision.
9. Lessor and Lessee agree that any court of record of Middlesex County, Massachusetts or the United States District Court for the District of Massachusetts shall have jurisdiction with respect to any proceedings arising under this Agreement. Lessor agrees to be subject to service of process in any proceeding arising under this Lease in accordance with Rules of Civil Procedure for the Commonwealth of Massachusetts or the Federal Rules of Civil Procedure.
10. Any terms and conditions set forth in any duly signed addendum or schedule are expressly incorporated by reference. Lessor represents that it understands and agrees to the terms and conditions of this Lease.

GENERAL TERMS AND CONDITIONS OF LEASE

- A. Subject to reasonable security measures, Lessee and apartment residents shall have access to the Leased Premises at all times.
- B. Title to the Equipment shall remain with the Lessee at all times. Lessor shall not move or remove, disconnect, or tamper with the Equipment for any reason whatsoever unless expressly authorized by Lessee.
- C. Lessor shall, at its own expense, clean the common areas of the Premises and the Leased Premises and maintain same in good condition and repair. Lessor shall provide to the Lessee, and bear the expense of, adequate light, electrical power, plumbing, water, gas, sewage disposal, drainage, dryer venting and all other utilities required for the proper and safe use of the Equipment.
- D. If, at any time during the Term, Lessor grants permission to individual apartments to install laundry equipment, or provides laundry hookups for the installation of laundry equipment, or laundry equipment, to the individual apartments, Lessee shall be entitled to (1) reduce the Rent by a proportionate amount and receive a pro-rata refund for all initial expenses incurred by Lessee in excess of the capital cost of the Equipment (this amount shall be directly related to the percentage of apartments affected); or (2) terminate this Lease in accordance with paragraph G if the number of apartments with in-unit laundry equipment increases by thirty percent (30%) from the date this lease is executed. Lessor shall provide Lessee, when requested, with true and accurate information regarding the number of in-unit hook-ups of laundry equipment.
- E. If at any time after the Commencement Date the occupancy rate of the apartment units in the Premises become less than eighty percent

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rate. Lessor shall provide Lessee, when requested, with true and accurate information regarding the occupancy rate of the Premises.

- F. Lessee shall service the Equipment on a regular basis and shall maintain same in good operating condition. At the Lessee discretion, lessee may elect to replace equipment when determined necessary by the lessee. If, however, in the sole discretion of the Lessee, service to the Equipment becomes excessive as a result of Lessor's or any user's misuse of the Equipment, unwarranted requests for service, interruption in the supply of adequate light, electrical power, plumbing, water, gas, sewage disposal or any other utility required for the proper and safe use of the Equipment, or vandalism to the Equipment or the Leased Premises, Lessee may terminate this Lease and remove all of the Equipment and all obligations of Lessee under this Agreement shall cease.
- G. In the event of a material breach of the Lease by the Lessor, Lessee shall be entitled to declare the Lease terminated and shall be entitled to recover as, liquidated damages for the loss sustained and not as a penalty or forfeiture, a sum of money equal to seventy-five percent (75%) of the Lessee's share of the revenues for the balance of the Term based upon the highest previous consecutive six month period of collections. Liquidated damages shall be in addition to any other damages, including but not limited to incidental damages and consequential damages the Lessee may be entitled to recover. Failure to exercise this liquidated damages provision shall not constitute a waiver of Lessee's causes of action under this Lease or otherwise. Lessee shall be entitled to recover all costs and attorney's fees incurred to enforce the Lease.
- H. Upon termination of the Lease, Lessee shall have the right of first refusal to meet any bona fide offer to lease said Premises, or to sell, rent or lease laundry equipment and/or services to said Premises, made by any other person or entity on the identical terms and conditions of that offer. This provision shall survive termination of the Term.
- I. Either party may terminate this Agreement by written notice to the other party if: a) The other party commits any material breach of this Agreement which is not capable of being remedied; or b) The other party commits a breach of this Agreement which is capable of being remedied and fails to remedy the breach within 30 days after receipt of written notice of the default or within such longer period as may be specified in the notice of default. In the event this Lease is terminated pursuant to the provisions hereof, Lessee shall have the right of access to the Leased Premises and the right to remove all of the Equipment and leasehold improvements which may have been installed, furnished or supplied by the Lessee.
- J. Any notices from one party to the other concerning the Lease shall be sent by certified mail, return receipt requested, to each other at the address shown on the first page of this Lease, or such other addresses as specified by the parties in writing. Notice shall be effective upon receipt.
- K. Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the Leased Premises free from any eviction or interference by Lessor, provided Lessee pays the Rent and otherwise performs its obligations.
- L. Lessor acknowledges that access control devices, if any, supplied by the Lessee are not warranted to provide any guarantee of security. Lessor is responsible for security, including maintenance and repair of all doors, gates, hinges, frames, and door strikes. Lessor is responsible for any theft or vandalism of the Equipment, including consequential damages and lost revenue to Lessee. Lessee shall repair/replace equipment as needed and invoice Lessor, with the right to set off against future rent due.
- M. Lessor and Lessee expressly agree this Lease contains the entire agreement between the Lessor and Lessee and supersedes all prior or contemporaneous oral or written agreements, and may not be modified, except as provided for herein, unless said modification is contained in writing signed by the Lessor and Lessee.

Executed as a sealed instrument as of the date first appearing above.

LESSOR: Thruway Business Apartments, LLC
Lessor Tax I.D. no. [REDACTED]

LESSEE: Mac-Gray Services, Inc.

By [Signature] Chief Financial Officer
as agent for and on behalf of
Authorized Agent

[Signature]
Authorized Agent

Witness: Kathy Kuzell

Witness: Kathy Kuzell

Witness: Martha P...

Witness: Martha P...

Schedule A

Description of Laundry room(s) within the Premises:

Total of 21 Laundry rooms containing between 2 washer and 2 dryers and 3 washers and 3 dryers per location throughout the apartment community.

Equipment Detail:

Quantity	Description
9	Coin Operated Rebuilt High Efficiency Maytag Washers-white-Model #: MAW14PDEAAW To be installed as received by MacGray
9	New Coin Operated Electric Maytag Dryers-White-Model # MDE16PDAYW

End Schedule:

The Vend Schedule is agreed upon and may not be changed or altered.

- Initial: \$1.25
- Car 2 \$1.25
- Car 3 \$1.50
- Car 4 \$1.50
- Car 5 \$1.50
- Car 6 \$1.50
- Car 7 \$1.50

Other: [accessories, renovations, allowances, signing bonus]
Landlord acknowledges receipt of pre-paid rent in the amount of \$50,000 that will be applied as rent on behalf of lessee at the commencement of this lease until depleted pursuant to section 3 of the Lease agreement.

Lessee to pay Lessor's a Leasehold Improvement of Sixty Thousand \$60,000, to be paid Thirty(30)days after the installation of the first of Lessee's Equipment.

Lessor shall be accompanied by a representative of Thurman Parkhill, LP /b/o/Park Hill Apartments during the collections of revenue.

[Signature] Check General Office
Lessor: Park Hill Asset Management LLC
as agent for owner.

[Signature]
Lessee

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Hauler Award Letter

April 5, 2004

TO: Gabe Lalinde - BFI

Fax #: 305/633-6038

RE: Park Hill - Fifteen Asset

Phone # 305/638-3800

This is to inform you that your company has been awarded the contract for the location(s) listed below:
Fifteen Asset Mgmt
Park Hill
7235 SW 94th Place
Miami FL

The service level and rates will be as follows:

6-8 yard and 3-6 yard containers serviced 2x's per week for solid waste @ \$1400.32/month plus
franchise fees for recycling @ \$80.00/month.

This will be effective on the following date: 4/15/2004
The term is for 3 years.

The rates will be guaranteed for one year with a limit of a 3% increase per year, in years two and three. All increases and decreases in service will be figured by using the rate of \$2.45 per cubic yard. In addition, all extra yards/extra pick ups will be charged at the same cubic yardage (which is \$2.45 per yard). Waste Remedies must approve any change to service, in writing. Waste Remedies will not approve or allow Fuel or Energy Surcharges, Finance charges or trip charges of any sort. For roll-offs and compactors, Waste Remedies will not approve rental, delivery or relocation fees unless otherwise stated in writing from us.

All billing invoices for this account should be sent to the following address:
Waste Remedies
5431 157th Avenue
Grimes IA 50111

Please sign and return this award letter within 24 hours to FAX # 630/892-9516. Contact me immediately if this information is not correct at 630/892-9515. We will be forwarding a Service Agreement to you within the next week. Upon receipt, please execute and return *immediately*.

Thank you for your assistance. I am looking forward to working with you to serve our mutual customer.

Sincerely,

Amanda Overlin

Amanda Overlin
WASTE REMEDIES

Accepted by and Date

Print Name



October 26, 2004

Dear Customer:

Here is the copy of the Alarm Services Agreement for Park Hill Apartments.

Sincerely,

NETWORK MULTIFAMILY SECURITY CORPORATION

Larry Schwartz
Assistant Contract Administrator

4221 W. John Carpenter Fwy. • Irving, Texas 75063-2924 • (214) 277-7000 • (800) 645-2004

THIS ALARM SERVICES AGREEMENT ("Agreement") is entered into by and between Network Multifamily Security Corporation ("Network"), 14275 Midway Road, 10, Addison, Texas 75001, and Thurman Park Hill, L.P.

(Name of Legal Owner of Property)

763 Collins Avenue, Suite 304 - Miami Beach, FL 33139

(Street)

(City/County/State/Zip Code)

("Customer")

IN I: PROPERTY

Alarm services are to be provided to: Park Hill

(Name of Property)

7325 Southwest 94th Place #4J - Miami, FL 33173

(Street)

(City/County/State/Zip Code)

ter known as the "Property"), consisting of 264 occupied or unoccupied residential living units ("Units") and -0- Clubhouse/Office buildings. A copy of the Legal Property Description is attached and incorporated herein by reference for all purposes.

IN II: SERVICES AND TERMS

Network agrees to ~~provide to Customer~~ the alarm equipment described in the Schedule of Equipment ("Equipment") attached hereto and agrees to provide for the installation of ~~equipment on the Property as well as the monitoring of such Equipment and processing of alarm signals from such Equipment.~~ Network further agrees to provide for the ~~ance and repair of the Equipment, as well as marketing support and training for management and leasing staffs in the proper use of such Equipment and other related~~ res. The ~~leasing of the Equipment, monitoring, maintenance and repair of the Equipment and the processing of alarm signals from the Equipment shall hereinafter be referred to~~ Services." The term "Equipment" as used throughout this Agreement shall mean all alarm Equipment as set forth in the attached Schedule of Equipment which shall include all ~~ed wiring and contacts.~~

This Agreement and the license granted herein shall be effective upon the date of execution by the parties. The term of this Agreement shall be for even 7 years from the "Commencement Date," which shall be the date April 1, 2002.

~~Network shall give Customer notice of such Commencement Date, which shall be deemed to be accepted and approved by Customer unless appropriate notice to the contrary, in reasonable detail, is given by Customer to Network within ten (10) days after receipt of the notice from Network. This Agreement shall~~

~~ically renew for an additional~~ () year term, unless written notice of cancellation is given by either party at least sixty (60) days prior ~~to the expiration of the primary term. Upon renewal, the monthly charges for Services shall be at a discounted rate not to exceed ninety percent (90%) of the monthly rate being~~ the end of the primary term.

IN III: PRICE AND PAYMENT

Payment for the Services to Units and the Clubhouse/Office shall commence April 1, 2002 completion of ~~at installation in each building or the completion of groups of twenty four (24) units, whichever occurs earlier.~~

Customer agrees to pay monthly, in advance, in U.S. Currency, the sum of Six dollars and Fifty cents (\$ 6.50) for each ~~which Equipment has been installed and the sum of~~ -0- dollars and -0- cents (\$ -0-) for each Clubhouse/Office or the Services provided for herein. to be capped at 3% per annum.

~~above pricing is subject to CPI increases as set forth in Section XI below and is exclusive of all current or future applicable federal, state, local property or sales taxes.~~

IV: CUSTOMER RESPONSIBILITIES

Alarm signal transmission and electrical service is normally provided through the telephone and electric service of a residential unit ("Resident") and the ~~Clubhouse/Office building. In the event such services are not available, Customer has the option at its expense to furnish any necessary telephone or electric service.~~

V: CUSTOMER SELECTED SERVICES

Customer acknowledges that where Equipment is provided, the Services may detect entry only through those accesses and/or areas actually covered by the ~~it.~~

Customer desires and has contracted for only the Equipment and Services itemized in this Agreement and acknowledges that additional equipment and services over ~~those provided for herein are available and may be obtained from Network at an additional cost to Customer.~~

CUSTOMER FURTHER ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, INCLUDING THOSE SECTIONS ~~REVERSE SIDE HEREOF, SPECIFICALLY THE SECTION ENTITLED "LIMITATION OF LIABILITY," AND IS IN AGREEMENT WITH THE LIMITS SET FORTH~~ CUSTOMER ALSO ACKNOWLEDGES RECEIPT OF A TRUE COPY OF ALL APPLICABLE ATTACHMENTS, ATTACHED HERETO AND MADE A PART

Schedule of Equipment

☒ Legal Property Description

☐ Form UCC 1

Resident Alarm Services Agreement

☐ Memorandum of Lease

☒ Other Agreement

Agreement shall not be binding upon Network unless signed by an authorized Officer of Network Multifamily Security Corporation.

WITNESSETH WHEREOF, and intending to be bound hereby, the parties hereto have executed this Agreement on this 12th day of June, 2002.

WITNESSETH: Thurman Park Hill, L.P.

NETWORK MULTIFAMILY SECURITY CORPORATION:

Jan Sales
Print Name)

By: Steve V. Williams
(Type/Print Name)

Michael S. Jantony
Print Title)

Its: President
(Type/Print Title)

Print Name)

By:

Print Title)

I: INSTALLATION

By the Customer, Network will begin the installation of the Unit and the Clubhouse/Office. Network will be in compliance with all Federal, State and local rules, laws, and ordinances.

and wiring will remain the property of Network and will not be a "fixture" of the real property.

The equipment in a unit is deemed completed when the equipment is installed in such a manner that the equipment is transmitting an alarm signal. Telephone and electric services were available.

II: INDEMNIFICATION BY NETWORK

s to and shall indemnify, defend and hold harmless Customer, its directors, officers, employees, agents and assume this Agreement, from claims, including attorney's fees, for loss or damages asserted by able to the failure of Network to perform its obligations or render the Services subscribed for herein and in Services Agreement unless such failure by Network is excused pursuant to Section XVII.E, or unless notifiable to the wrongful or negligent acts or omissions of Customer or breach of this Agreement by

ation provisions set forth in this Section shall be null and void if the Customer shall be determined to Agreement as set forth in Section XIII hereunder. Additionally, this indemnification Section shall be null ermined that the Network Equipment, as defined herein, has been replaced, serviced, repaired or erson other than Network employees or Network approved personnel.

keep in force and effect during the term(s) of this Agreement public liability insurance providing at least e against bodily injury and property damage.

III: LIMITED WARRANTIES

Network warrants that all of the Equipment shall be installed in accordance with the manufacturer's id any part of the Equipment become defective and repairs due to normal "wear and tear" be required, eason, will make all the repairs and replacement of parts without cost to Customer during the term of ver, should all or any part of the Equipment become damaged or defective through the negligence e Resident or Customer or as a result of flood, storm, earthquake, fire, hurricane, lightning, water theft, vandalism or other cause beyond the reasonable control of Network, Customer will pay Network ection and replacement of the Equipment. Repair service shall be conducted during normal business :00 p.m. Monday through Friday excluding holidays. After hours emergency or holiday service can be stomer and separate emergency charges will be billed by Network. Network will either replace or repair ay substitute materials of equal quality at time of replacement. Network assumes no liability for damage cur while the Equipment in a unit or units remains defective or in need of repair. Network shall address n forty-eight (48) hours of receiving the request. Network shall charge its standard service charge if no service is required or Network is denied access to a Unit requesting service.

SCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AS TO THE e PURSUANT HERETO OR THE SERVICES TO BE PROVIDED HEREUNDER, INCLUDING, BUT ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A OSE, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT.

se responsible for any injury or damage arising through the negligence and/or misuse of the Equipment, stomer, or as a result of flood, storm, earthquake, fire, hurricane, lightning, water damage, act of God, ny other cause beyond the reasonable control of Network, or other casualty to the Equipment.

LIMITATION OF LIABILITY

ed in this Section shall alter in any way Network's indemnification of Customer against third party on VII of this Agreement.

understood by and between the parties that Network is not an insurer; that insurance, if any, shall be r or Resident; that the payment for Services provided herein is based solely on the value of the Services; that, from the nature of the Equipment and Services to be rendered, it is impracticable and x actual or consequential damages, if any, which may proximately result from a failure on the part of Equipment to perform any of its intended functions; that Network's liability hereunder shall be limited ousand dollars (\$1,000) U.S. currency. The provisions of this Section shall apply if loss or damage, r origin, results from the operation or non-operation of the Equipment or Services or from the f acts or omissions of Network, its agents, assigns or employees.

ss Network to assume a greater liability than hereinabove set forth, Customer may obtain from Network liability by paying an additional annual charge to Network. If this option is elected, a rider must be nent, setting forth the terms, conditions and amount of the limited liability and the additional charge. nent obligation shall in no way be interpreted to hold Network as an insurer.

IV: GRANT OF LICENSE

r grants to Network a license to provide service to the Clubhouse/Office, Residents and Residential th the terms and provisions of a Resident Alarm Services Agreement attached hereto and made a leted and executed by each Resident receiving such services or not, and according to the property established by Customer. It is agreed and understood that Network is bound by the property dispatch d by the Customer, or Customer's Property Management, (or resident if no instructions are given by tent or Customer), and cannot be held liable for any resident dispatch disputes that may arise if the educes established by the Customer have been followed by Network.

to use its best effort to notify Network within five (5) business days of all vacancies occurring in the oided by Network.

'notice of, Customer agrees to notify Network in writing of any damage or disability of the Equipment, r any related items, resulting from work done by or in behalf of Customer, that may interfere with s.

ider no obligation for performance of Services to specific Residents whose emergency information incorrect or incomplete or for whom proper documentation is not received by Network.

ifferent alarm user permit requirements, Customer understands that each tenant desiring to use the e required to obtain at his or her cost a city, county, state or local alarm permit. Customer further e that Network shall not be responsible for payment of any fines, penalties, or other charges for any caused by Residents.

ay be concluded by the Customer at any time upon giving ninety (90) days' written notice to Network, work of the net present value of the balance of payments due under this Agreement for the remaining discount factor equal to the prime rate as published in the Wall Street Journal on the date of notice termination, Network shall be entitled to recover all of its equipment. Customer agrees that the rork to collect the unpaid balance of payments is a liquidated damages provision and is not a penalty.

SERVICE CHARGES

ork related to this Agreement will be made in Dallas County, Texas. Any amounts which are more at due may bear interest. No provision of this Agreement shall require the payment or collection of a maximum permitted by applicable law.

ase its then current monthly rate annually commensurate with the increase in the Consumer Price U.S. Department of Labor (all cities, all items). Network agrees to make no increase prior to the ng the date of execution of this Agreement.

y current or future Federal, State, local (excluding income tax), property or sales taxes which are e monthly rate for service set forth in Section III of the Agreement represents the base rate, exclusive Federal, State, local property or sales taxes.

INDEMNIFICATION BY CUSTOMER

o and shall indemnify, defend and hold harmless Network, its directors, officers, employees, assigns d all claims, including attorney's fees, for loss or damages asserted by a third party attributable to ful acts or omissions of Customer or a breach of this Agreement by Customer, unless such claims ure of Network to perform its obligations hereunder or to render the Services subscribed for herein arm Services Agreement.

SECTION XIII: DEFAULT

A. In the event that Network commits a material breach of this Agreement and does not attempt to cure such breach within 30 days of written notice of such breach, Network will be considered in default, this Agreement will terminate and Network will remove its equipment and associated personal effects with industry standard written notice.

B. In the event that Customer (i) fails to pay any amount due hereunder or fails to comply with any of the terms and conditions hereof within thirty (30) days of receipt of written notice thereof (except that no notice is required with respect to the immediate default set forth in Section XIV A); (ii) makes an assignment for the benefit of creditors, except as provided for in Section XIV; (iii) is the object of an order for relief under any chapter of the United States Bankruptcy Code (11 U.S.C. 101 et. seq.) as amended; (iv) has a receiver or trustee appointed for all or substantially all of its assets; or (v) there is a dissolution or termination of the existence of Customer, hereinafter known as "Events Of Default", then Network may pursue any one or more of the following remedies which are nonexclusive:

1. Terminate all Services provided for hereunder;
2. Recover from Customer all accrued and unpaid amounts due and owing hereunder including interest;
3. Remove and take possession of all Equipment including associated wiring located on the property;
4. Accelerate all payments due and recover from Customer those amounts provided for in Section X, F;
5. Notify each Resident that this Agreement has been terminated and that all Resident Alarm Services provided by Network are also terminated
6. Pursue any other remedy at law or in equity now or hereafter existing.
7. Customer hereby agrees to provide to Network financial statements for the Customer and Property in the event Customer breaches this Agreement.

C. Upon termination of this Agreement, Customer will notify each Resident that this Agreement has been terminated, that all Resident Alarm Services Agreements are also terminated, that all Services provided by Network shall cease, and that Network shall be deemed to have removed the Equipment from each Unit.

Network shall be deemed to have possession of all Equipment and associated wiring as set forth above. Customer shall, upon 24 hours notice by Network, provide immediate access to each and every location that such Equipment is located.

E. Acceptance of late payment by Network from Customer does not constitute a waiver of any default provision regarding untimeliness of payment.

F. Waiver by Network of any default does not constitute a waiver of any other default that may occur.

G. Customer understands and agrees that upon default, should Customer refuse to return all Equipment including associated wiring, as set forth above, that Network may pursue any and all remedies available to recover such Equipment, including temporary possession and the protection of all Equipment and associated wiring as set forth above. Customer shall, upon 24 hours notice by Network, provide immediate access to each and every location that such Equipment is located.

SECTION XIV: ASSIGNMENT

A. Customer has the right to assign or otherwise transfer this Agreement, without the consent of Network, to a legal entity that purchases the property, provided that Network shall (a) receive written notice of such assignment prior to the sale or other disposition of the property (b) such entity shall execute a written agreement with Network to perform and be bound by all of the terms, conditions, and obligations of Customer hereunder and (c) Network is provided with a copy of such written agreement. Any other assignment or transfer of this Agreement by Customer without the written consent of Network, not to be unreasonably withheld, shall constitute an immediate default. It is acknowledged and agreed by Customer that this Agreement is intended to run with the Property and that it would seriously damage Network to make an assignment or other disposition of the Property except in strict accordance with this Section. Every purported assignee or transferee of the Property taking title or possession of the Property in violation of this Section shall nonetheless be obligated and bound by all of the terms and conditions hereof. No assignment or transfer shall release Customer from any obligations hereunder.

B. Network has the right to assign this Agreement to any third party willing to assume all obligations and liabilities hereunder.

C. Until such time the conditions set forth in Paragraph A above are satisfied, the provisions under Section VII, entitled indemnification by Network, shall not transfer to any subsequent owner of the Property.

D. Should Customer sell or otherwise transfer or dispose of the Property without assigning or transferring this Agreement to new ownership as set forth in this Agreement, then Network shall be entitled to recover from Customer those amounts set forth in Section X, Paragraph F plus any and all past due amounts.

SECTION XV: ATTORNEY'S FEES

A. If legal action is brought by either of the parties hereto, the prevailing party shall be entitled to recover reasonable attorney's fees and other related costs and expenses in addition to any other relief which may be awarded.

SECTION XVI: NOTICE

A. Any notice to be given related to this Agreement by either party to the other shall be in writing and sent by certified mail, return receipt requested, to the addresses of Customer and Network provided herein. Each party may change its address for notice to it by giving notice of such change in accordance with the foregoing provisions.

SECTION XVII: MISCELLANEOUS

A. The execution, delivery and performance by Customer of this Agreement has been duly authorized by all necessary action on behalf of Customer. Upon request, Customer will furnish to Network such evidence of the authorization to enter into this Agreement.

B. Prior to execution of this Agreement, Customer shall furnish to Network quarterly and/or annual financial statements of the Property and Customer for use in Network's credit approval process.

C. This Agreement is entered into and is performable in Dallas County, Texas and shall be governed by and construed in accordance with the laws of the State of Texas.

D. The Customer understands and expressly agrees that Network can make no guarantees regarding the financial success of the property.

E. Network can assume no liability for delay in the installation or wiring of the Equipment or for the interruption of Services, at either the property or the offices of Network, due to strike, flood, storm, earthquake, fire, power failure, insurrection, interruption or unavailability of telephone or cable services, act of God, lightning, vandalism, or any other cause beyond reasonable control of Network and will not be required to provide replacement or services to Customer while interruption of services due to any such cause may continue.

F. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, and this Agreement shall be construed as if such invalid, illegal and unenforceable provision had never been contained herein.

G. This Agreement and the attachments hereto contain the entire Agreement between the parties and may not be modified, amended or changed except by written instrument signed by both parties.

H. No waiver of any breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

I. This Agreement may be executed in duplicate originals, each of which shall be deemed an original and together shall constitute one and the same instrument, with one duplicate original being delivered to each party hereto.

J. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns and any transferees of the Property.

K. The Parties agree that this lease is not a conditional sales contract, chattel mortgage, or security agreement within the meaning of any statute requiring filing or recordation thereof. This lease and grant of license may be filed of record.

SECTION XVIII: FILINGS OF RECORD

A. The parties hereto intend that this Agreement is a lease of personal property and not a security agreement, with title to the Equipment to remain in Network at all times. In addition, Customer agrees to execute a UCC-1 financing statement with all appropriate filing officers, solely to protect the rights of the parties to this Agreement in the event this Agreement is mistakenly construed to be a security agreement. Network will also file a Memorandum of Lease for the Agreement in the Deed Records of the county where the Property is located. Concurrently with the execution hereof and as a condition to Network's obligation to perform hereunder, Customer agrees to provide a legal description of the Property sufficient to legally identify the Property, and does hereby appoint Network as its attorney-in-fact for the limited purpose of executing and recording said Memorandum of UCC-1 at any time during the primary or any renewal term of this Agreement, in such form as the officers of Network shall determine. The power of attorney granted to Network hereunder is a special power of attorney coupled with an interest and is irrevocable during the term of this Agreement.

AMENDMENT TO THE ALARM SERVICES AGREEMENT (the "Agreement")
BETWEEN NETWORK MULTIFAMILY SECURITY CORPORATION ("Network")
AND THURMAN PARK HILL, L.P. ("Customer")
DATED June 12, 2002, WITH REGARDS TO
PARK HILL (the "Property")

Network and Customer hereby agree to amend the Agreement as follows:

Item 1: Network and Customer understand and agree that a service inspection and repair (the "inspection") will be conducted on each of the two hundred sixty four (264) residential units (the "Units") located on the Property. During the inspection, Network will install new batteries in all Units and will repair any wiring necessary to make the Units operational at no cost to Customer. Network will not be responsible for repairs necessitated by third party damage or missing equipment. Network will make Customer aware of any needed repairs of this nature that are discovered during the inspection. Network will not complete billable repairs during the inspection without prior written consent from Customer. If Network receives authorization to complete any billable repairs during the inspection, Customer agrees to pay Network's current labor and equipment rates for the services rendered.

Item 2: Following the completion of the inspection described in Item 1, all required repairs will be conducted in accordance with the terms outlined in Section VIII of the Agreement.

Item 3: The last sentence of Section XIV, Paragraph A, shall be deleted and replaced with the following:

"If the Agreement is assumed by a legal entity that purchases the property, Thurman Park Hill, L.P. will be released from future obligations under the terms of the Agreement following the effective date of said assignment."

Item 4: Except as modified herein, all existing terms and conditions of the Agreement are applicable.

Executed as of June 12, 2002

THURMAN PARK HILL, L.P.

NETWORK MULTIFAMILY
SECURITY CORPORATION

By: [Signature]
Name: Cap Smoas
Title: Authorized Signatory

By: [Signature]
Name: Steve V. Williams
Title: President

[illegible]

Hill		ADDRESS	
UNITS	CLUBHOUSE/OFFICE	NUMBER	OTHER
☐ YES			
		7325 SW 94th Place #4J, Miami FL 33173	
☐ NEW CONSTRUCTION		☒ existing RETROFIT	

NETWORK

INITIALS	INITIALS
<i>[Signature]</i>	<i>[Signature]</i>



INSTRUCTION PAGE

RESIDENT ALARM SERVICES AGREEMENT

WHEN COMPLETING THIS FORM, THE FOLLOWING ITEMS MUST BE COMPLETED FOR PROCESSING BY NETWORK MULTI-FAMILY SECURITY CORPORATION ("NETWORK")

SECTION I. INFORMATION

Please enter your telephone number with area code. A working telephone number is REQUIRED for monitoring.

Please list all residents 18 years old and over.

If required by local authorities, YOU MUST list your permit number and expiration date. If permit number is not provided when required, Network can not process this agreement. If not required, please leave Item Numbers 11 and 12 blank.

SECTION II. ACKNOWLEDGMENT

Please choose one PERSONAL IDENTIFICATION CODE to be used by all residents to identify themselves to Network Multifamily Operators. Please choose 4 numbers that can be easily remembered.

SECTION III. ACCEPTANCE

All residents 18 years old and over choosing monitored alarm service must sign and date this section of the agreement.

SECTION IV. REFUSAL

If you choose NOT to have monitored alarm service, all residents 18 years old and over must sign and date this section of the agreement.

PLEASE NOTE: This agreement will cancel all previous agreements and automatically cancel all duties to all residents previously registered in this unit. If you are using this form to make a change (example: adding a roommate), all residents must be listed and must sign as if completing a new agreement.

THE RESIDENT'S COPY OF THIS AGREEMENT CONTAINS 4 PAGES INCLUDING THE TERMS AND CONDITIONS. RESIDENT IS BOUND BY THIS INSTRUCTION PAGE AND ALL 4 PAGES OF THE RESIDENT'S COPY OF THIS AGREEMENT.

DISTRIBUTION:

NETWORK COPY:

CANCELLATION COPY:

PROPERTY MANAGEMENT COPY:

RESIDENT COPY:

FAX OR SEND THIS COPY TO NETWORK

FAX OR SEND TO NETWORK AT TIME OF MOVEOUT

RETAIN FOR YOUR RECORDS

RETAINED BY PERSONS SIGNING

To ensure accuracy, please print in capital letters and avoid contact with the edge of the box.
The following is an example:

A	B	C	D	E	F	G	H	I	J	K	L	M
N	O	P	Q	R	S	T	U	V	W	X	Y	Z
0	1	2	3	4	5	6	7	8	9			

PLEASE FEEL FREE TO CONTACT OUR CUSTOMER SERVICE DEPARTMENT
AT 1-800-635-1635 SHOULD YOU HAVE ANY QUESTIONS. THANK YOU.

62151

1. Property Name

2. Property ID

3. Resident #1 Last Name

4. Resident #1 First Name

5. Resident Street Number

6. Resident Street Name

7. Apartment No.

8. Building No.

9. Zip Code

10. Resident Telephone Number

11. Permit Expiration Date

12. Resident #2 Last Name

13. Resident #2 First Name

14. Resident #3 Last Name

15. Resident #3 First Name

PERSONAL ID CODE WILL BE USED BY ALL RESIDENTS FOR IDENTIFICATION TO NETWORK OPERATORS. PLEASE CHOOSE A 4-DIGIT CODE, NUMBERS ONLY.

CHANGE TO THE ABOVE INFORMATION IS THE SOLE RESPONSIBILITY OF THE RESIDENT AND MUST BE PRESENTED IN WRITING. RESIDENT AGREES AND ACKNOWLEDGES THAT THE NETWORK ALARM SYSTEM HAS BEEN DEMONSTRATED TO THE RESIDENT, HAS BEEN TESTED BY THE RESIDENT, IS FULLY OPERATIONAL, AND RESIDENT UNDERSTANDS HOW TO USE THE SYSTEM. (RESIDENT AGREES TO THE SYSTEM FOR PROPER PERFORMANCE IMMEDIATELY UPON MOVE-IN AND THEREAFTER AT LEAST ON A MONTHLY BASIS.) RESIDENT FURTHER UNDERSTANDS IT IS THE RESIDENT'S RESPONSIBILITY TO NOTIFY THE PROPERTY MANAGEMENT OR NETWORK, AS APPOINTED BY THE CUSTOMER OR ITS AGENT, AND REQUEST REPAIR SERVICE IF THE ALARM SYSTEM BECOMES NON-OPERATIONAL FOR ANY REASON. (RESIDENT HAS BEEN NOTIFIED WHOM TO CONTACT TO REQUEST REPAIRS. RESIDENT FURTHER UNDERSTANDS THAT REQUESTING REPAIR SERVICE NETWORK WILL NOT PROCESS ALARM SIGNALS RECEIVED (IF ANY) UNTIL REPAIRS HAVE BEEN COMPLETED.) THIS RESIDENT AGREEMENT WILL AUTOMATICALLY CANCEL ALL DUTIES TO ALL PREVIOUS RESIDENTS REGISTERED TO THIS UNIT.

NOTE: AT LOW 7 TO 10 WORKING DAYS FOR PROCESSING AND HANDLING FOR MONITORING DUTIES.

RESIDENT ACCEPTANCE: RESIDENT(S) ACKNOWLEDGES THAT RESIDENT(S) HAS/HAVE READ AND UNDERSTANDS ALL 4 PAGES OF THE RESIDENT'S COPY OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 4, LIMITATION OF LIABILITY. I/WE ACKNOWLEDGE, UNDERSTAND AND AGREE TO ALL TERMS AND CONDITIONS FOUND ON ALL 4 PAGES OF THIS AGREEMENT, INCLUDING THE AMOUNTS OF PARAGRAPH 4.6. RESIDENTS 18 YEARS AND OVER MUST BE LISTED ABOVE AND MUST SIGN BELOW.

Resident #1 Signature

Resident #2 Signature

Resident #3 Signature

Date

Date

Date

RESIDENT REFUSAL: RESIDENT(S) REFUSES ALL ALARM SERVICE. ALL RESIDENTS 18 YEARS AND OVER MUST BE LISTED ABOVE AND MUST SIGN BELOW.

Resident #1 Signature

Resident #2 Signature

Resident #3 Signature

Date

Date

Date

62151-0166335

TERMS AND CONDITIONS

- 1.0 GENERAL PROVISIONS
- 1.1 This Resident Alarm Services Agreement ("Resident Agreement") governs the terms and conditions under which Network Multi-Family Security Corporation ("Network") will furnish alarm services consisting of the monitoring and repair of alarm equipment provided by Customer to the dwelling unit (the "Unit") of the resident or residents (collectively, the "Resident") identified in this Resident Agreement. Such services may be subject to an Alarm Services Agreement or other service agreement with the legal owner or entity responsible for the Property, hereafter referred to as the "Customer".
- 1.2 In consideration for the promises set forth herein, Resident agrees to the operation of an alarm system consisting of the monitoring and repair of alarm equipment provided by Customer (referred to as the "System") in the Unit on the terms and conditions set forth on all of the pages of the Resident Agreement, including the reverse sides.
- 2.0 PERMITS, FEE
- 2.1 Resident agrees to complete and comply with, and to be responsible for, all required permit fees, service fees and false alarm fees which may be charged by the responding agency. Resident understands if Resident has not complied with any governmental obligation within 3 days of receiving written notice from the governmental agency or Network, Resident may be considered in breach of this agreement and alarm services may be terminated. IF RESIDENT DOES NOT OBTAIN A USER PERMIT, IF REQUIRED, NETWORK SHALL NOT BE REQUIRED TO DISPATCH THE RESPONDING AGENCY.
- 3.0 DUTIES
- 3.1 Resident understands and acknowledges that Customer has granted Network the right to provide alarm services to the Property. Customer may, at its option, terminate that agreement without the consent of the Resident. Network has no duty to notify Resident of any cancellation of alarm services.
- 3.2 Resident agrees to notify Network of the cancellation of this Resident Agreement, using forms provided by Network, at any time the Resident vacates the Unit, leases or subleases the Unit to a third party, or the Unit is otherwise occupied by a third party. In order to receive alarm services, any third party shall complete a Resident Alarm Services Agreement in the form of this Resident Agreement, as provided by Network. Resident shall inform all other residents of his or her Unit of the need to complete a Resident Alarm Services Agreement.
- 3.3 In the event of any loss, cost, injury or damage to Resident or others arising from alleged defects, negligence, delay, failure of delivery or nonperformance of the System in any respect whatsoever, including but not limited to monitoring, Resident agrees to notify Network Multi-Family in writing within seventy-two (72) hours of any such event.
- 3.4 Network's standard service charges will be paid in accordance with the Alarm Services Agreement or other service agreement between the Customer and Network whenever repair service is requested, whether or not service is actually required.
- 4.0 LIMITATION OF LIABILITY
- 4.1 It is understood and agreed that NEITHER CUSTOMER NOR NETWORK ARE INSURERS OF RESIDENTS' GOODS OR SERVICES. INSURANCE, IF ANY, FOR ANY TYPE OF LOSS SHALL BE OBTAINED BY RESIDENT. Any payments for the alarm System are based solely on the value of the alarm services as set forth in this Resident Agreement.
- 4.2 Resident acknowledges that it is impractical and extremely difficult to determine the actual damages, if any, which may proximately result from a failure of Customer or Network to perform any of their respective obligations in the Resident Agreement or the failure of the System to properly operate, with resulting loss to Resident because of, among other things:
- 4.2.1 The uncertain amount or value of Resident's property or the property of others kept in the Unit which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System is designed to detect or avert.
- 4.2.2 The uncertainty of the response time of any police department, fire department, paramedic unit, patrol service or others, should any of these parties be dispatched as a result of a signal being received.
- 4.2.3 The inability to ascertain what portion, if any, of any loss would be proximately caused by the System's failure to perform or by the failure of the System to operate.
- 4.2.4 The uncertain nature of occurrences or criminals which might cause injury or death to Resident or any other person, and the related uncertain damages, which the System is designed to detect or avert.
- 4.3 Resident understands and agrees that if either Customer or Network should be found liable for loss, damage, or injury due to the failure of the System in any respect whatsoever, including but not limited to monitoring, Customer's and Network's collective liability shall not exceed a sum equal to (and the amount) Two Hundred and Fifty Dollars (\$250.00) and this liability shall be exclusive, that is, entirely limited to \$250.00 and nothing else. CUSTOMER AND NETWORK ARE NOT INSURERS AND RESIDENT ASSUMES ALL RESPONSIBILITY FOR OBTAINING INSURANCE TO COVER LOSSES OF ALL TYPES.
- 4.4 The provisions of this Paragraph 4 shall apply if death, loss, or damage, irrespective of cause or origin, results directly or indirectly, to persons or property, from performance or nonperformance of the obligations imposed by this Resident Agreement, or from negligence, active or otherwise, of Customer or Network, or their respective agents, employees, legal representatives or assigns.
- 4.5 Resident understands and agrees that for Network to assume a greater liability than set forth above, Resident may obtain directly from Network increased limited liability by paying an additional annual charge directly to Network. If Resident elects to pay this higher charge, a rider setting forth the terms, conditions and amount of the limited liability and the additional annual charge shall be provided by Network. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD CUSTOMER OR NETWORK AS AN INSURER, AND THE RIDER SHALL NOT BE EFFECTIVE UNLESS SIGNED BY RESIDENT AND NETWORK.
- 5.0 DISCLAIMERS
- 5.1 NEITHER CUSTOMER NOR NETWORK MAKES ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED. IN PARTICULAR, CUSTOMER AND NETWORK DISCLAIM AND DENY THAT THERE IS AN IMPLIED WARRANTY OF MERCHANTABILITY AND DISCLAIM AND DENY ANY WARRANTY THAT THE SYSTEM IS FIT FOR THE PURPOSES FOR WHICH IT IS DESIGNED, OR THAT THE SYSTEM OR SERVICE SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT. CUSTOMER AND NETWORK FURTHER DISCLAIM AND DENY THAT THERE IS ANY IMPLIED WARRANTY OF GOOD AND WORKMANLIKE SERVICES.

Exhibit "15"

5

STATE OF FLORIDA }
COUNTY OF DALLAS

BEFORE ME PERSONALLY APPEARED R. J. BULLOCK AND A. W. CAIN,
WELL KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF THE
DADE COUNTY DEVELOPMENT COMPANY, WHO ADMITTED TO THE
REGISTRATION OF THIS DEED; THAT THE SAME BE ADMITTED TO BE
REGISTRATION TO LAND. GIVEN UNDER MY HAND AND NOTARIAL SEAL
THIS EIGHTH DAY OF AUGUST A.D. 1911.
MY COMMISSION EXPIRES MARCH 12, 1912.
R. E. CALDWELL
Notary Public
State of Florida

DADE COUNTY DEVELOPMENT COMPANY

SECTION 33 TOWNSHIP 54 SOUTH RANGE 40 EAST

— DADE COUNTY FLORIDA —

16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51
52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69
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106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123
124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141

STRIP OF 10 FEET WIDE RESERVED ALONG FRONT OF EACH LOT FOR HIGHWAY

RE 1831

March 10

(4)

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of March, 1960, by and between HEFTLER CONSTRUCTION COMPANY, a New Jersey corporation, hereinafter called "Developer", and PENINSULA UTILITIES CORPORATION, a Florida corporation, hereinafter called "Service Company".

WITNESSETH:

WHEREAS, Developer owns the property described in that certain Warranty Deed from Arvida Realty Co. to Heftler Construction Company dated the 7th day of March, 1960 and filed under Clerk's File No DR 48006 the office of the Clerk of the Circuit Court in and for Dade County, Florida, hereinafter referred to as "Developer's Property", and is about to develop said land by platting it and by constructing buildings, residences, and/or other improvements thereon; and

WHEREAS, in order to meet requirements of certain Federal and State and private agencies, including the Florida State Board of Health as to health requirements and the Veterans Administration, the Federal Housing Administration and private lending agencies as to financing and other requirements, it is necessary that adequate water and sewer facilities be provided for and made available to each building and residence constructed on Developer's Property in order that water and sewer service may be furnished to said buildings and residences and the occupants thereof; and

WHEREAS, Developer, not desiring to provide an isolated water and sewer system for Developer's Property, desires the extension by Service Company of its central water and sewer systems so that there will be available to Developer's Property and the buildings and residences constructed thereon from time to time, and the occupants thereof, adequate water and sewer services; and

WHEREAS, Service Company is willing to undertake the construction, installation and extension of its central water and sewer systems and thereafter to operate such systems so that all buildings and/or residences constructed on Developer's Property by Developer or by any person, firm or corporation holding by, through, or under Developer, may have furnished to them and to their occupants an adequate domestic water supply and sewage disposal service, subject to all the

terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings and agreements herein contained and assumed, Developer and Service Company hereby covenant and agree as follows:

1. Developer hereby grants and gives to Service Company, its successors and assigns, the exclusive, perpetual right, privilege, and easement to construct, reconstruct, install, lay, operate, maintain, repair, replace, improve, alter, remove, relocate, and inspect water transmission and distribution and sanitary sewage collection and transmission mains, pipelines, lateral lines, manholes, valves, connections, and appurtenant equipment over, across, and under the present and future streets, roads, easements, alleys, reserved utility strips and easements, and other public places to be shown on a plat of Developer's Property that is to be recorded, or provided for in agreements independent of said plat or in ordinances or otherwise (all of the foregoing hereinafter being called "Easement Areas"), together with the full use, occupation, and enjoyment thereof for the above described purposes, and all rights and privileges incidental thereto, including the right of ingress and egress to, but not within, each of the lots that may be shown on the aforementioned plat of Developer's Property that is to be recorded. Simultaneously with the recording of the aforementioned plat, or thereafter at the option of Service Company, Developer shall upon the request of Service Company execute a grant or grants of easement, in recordable form to be approved by Service Company, specifically designating the Easement Areas granted in this paragraph. Nothing contained in this agreement shall prevent Developer or any subsequent owner of Developer's Property from granting exclusive or non-exclusive rights, privileges, and/or easements to any other persons for the furnishing of utility services other than water service or sewer service, provided that Service Company's use, occupation and enjoyment of its easements are not interfered with, covering the same Easement Areas granted to Service Company. Service Company prior to installing its mains and laterals shall submit plans to Developer covering said installations for the purpose of enabling

Developer to co-ordinate the work of Service Company with the work of other utilities. The Developer shall not be obligated to pay any taxes or assessments against any lands used by Service Company in furnishing services provided by this agreement.

2. Provided that Developer is not in default under the terms of this agreement, Service Company shall, according to the schedule hereinafter provided, at its sole cost and expense, subject to the payment by Developer of services hereinafter provided, extend its central sanitary sewerage collection system (hereinafter referred to as "sewer system", or "sewerage system") and water supply and distribution system (hereinafter referred to as "water system"), including individual water meters, meter boxes and all necessary or required collection and distribution lines or other facilities, to each and every lot in the aforementioned plat upon which any residence, building or other improvement requiring such service may be constructed, so that Developer's Property will be provided in the manner herein set forth with sewer disposal and water supply service to and meeting with the approval of all public, governmental, or other agencies having supervision, regulation, direction, or control of such sewerage system and water system and services rendered in connection therewith, including without limitation the Veterans Administration and the Federal Housing Administration. The maximum depth of the sewer laterals of Service Company shall not exceed 44" below the finish grade of the lot lines. Service Company shall not be obligated to extend its lines or to furnish any services to any lot which may be placed on Developer's Property to which it does not have access from an Easement Area. Developer shall at its own expense establish the lines and grades of the lands within such particular Easement Area and within such other Easement Areas designated by Service Company as may be necessary for supply lines and connection lines to service such particular Easement Area, and shall bring the lands located in such Easement Areas to rough grade and shall remove from said lands all obstructions including without limitation buildings, trees, shrubs and high ground. Developer agrees that all filled areas where water and sewer utility facilities may be installed will meet with all Dade County F. H. A. and V. A. requirements.

3. Developer, its successors or assigns, shall, at its own cost or expense, connect the water pipes and sewer pipes of each dwelling or other building constructed on the lots which may be platted on Developer's Property to the lines, mains or services of, respectively, the water system and sewer system which have been extended to each of said lots. The Service Company shall not be required to pay to Developer, or to the owner of any parcel of land within Developer's Property, or to the occupant of any such parcel, or to any other persons any charge whatsoever. Service Company shall not charge Developer, its successors, assigns, or any subsequent owner of any land within Developer's Property or any occupant of such land, any tapping charge, connection fee, charge for installing a meter or meter box or any other charge or assessment whatsoever except as hereinafter provided in paragraphs 7 and 8 provided that before water service for other than construction purposes is actually begun, Service Company may require that the owner or occupant of any land within Developer's Property shall enter into a written service contract or agreement for water service, and may require a reasonable deposit, which shall not exceed \$15.00 in the event a 3/4 inch water meter is installed, to guarantee the payment for such service.

4. Service Company shall extend its water system and sewerage system to the lots to be platted on Developer's Property as ordered in writing by Developer. The first order shall be for service to 300 lots and Service Company shall complete such installation and make water and sewer service available to said 300 lots within 90 days. All subsequent Orders shall each be for a minimum of 200 lots (provided that if more than 200 lots are included in an Order then the time for completion of installation and extension of service shall be increased proportionately), except that the final order made pursuant to this contract may be for fewer than 200 lots with the consent of Service Company. Service Company shall complete such an installation for each lot and make water and sewer service available to said lots within 15 days. The 90 and 15 day periods herein provided shall commence on the date Developer gives

on Order, provided Developer at the time of giving said Order has recorded a plat creating the necessary Easement Areas for the furnishing of the services to the lots covered by said Order and at the time of giving said Order the grade of a portion of the land in which said mains will be installed is sufficient to enable Service Company to install its mains, and Service Company shall commence said installations upon the giving of said Order although Developer has not prepared all of said land for the installation of said mains, as long as Developer continues to prepare said lands so as not to interfere with or delay Service Company in the progress of its installation work. The time for the doing of the work herein provided for shall be extended for the period of time that materials for said work are unavailable by reason of riots, strikes, Acts of God or a ban on the sale thereof due to war or national emergency. All lots covered in an Order shall be contiguous to each other and to lots covered in a previous Order, if one has been given, but contiguity shall not be deemed lost through the intervention of streets, roads, canals, dedicated areas, parks and school sites. Service Company may at its option, in the interest of economy of construction, proceed with installation as to lots in Developer's Property not covered by an Order, but in doing so Service Company will act at its own risk and Developer will not be liable for the \$650.00 payment per lot until Developer orders the service for said lots.

5. Developer agrees with Service Company that the water system and sewer system installed pursuant to the terms of this agreement shall at all times remain the sole, complete, and exclusive property of Service Company, its successors and assigns, and under the exclusive control and operation of Service Company.

6. As further consideration, Developer covenants that neither Developer nor any other person shall engage in the business of providing water service to any lot of Developer's Property. It is the intention of the parties herein that Service Company shall have the sole and exclusive right and privilege to provide water service to Developer's Property, all buildings and/or residences constructed thereon, and all occupants thereof. Within Thirty (30) days of the date of filing of each plat by Developer, Developer shall execute and record among the public records of Dade County, Florida, as to the property contained in each plat, as a

covenant running with all of the land above described, a declaration of restrictions which will restrict present and future owners of said land to the use of water service and sewer service furnished by Peninsula Utilities Corporation, its successors or assigns and will prohibit the use of septic tanks and individual wells on said land, except use in connection with swimming pools, air-conditioning and/or irrigation purposes. The provisions of this paragraph shall be enforceable by Service Company only while this Agreement is in effect and only if the quality of water service rendered by Service Company and the rates therefor are within the standards provided by the Operating Agreement to be entered into by Service Company to secure Federal Housing Administration and Veterans' Administration approval, as the same may from time to time be legally amended, or when Service Company is operating under service standards and rates provided by any governmental regulatory body having jurisdiction over Service Company or by any governmental franchise if any of the same be applicable.

7. Service Company may charge for water and sewer service rates as provided in the aforementioned Operating Agreement referred to in paragraph 6, as such rates may from time to time be changed or amended in accordance with the provisions of said Operating Agreement, or as provided by governmental regulatory body or governmental franchise, provided that no charges shall be made to any consumer or other person which are by the terms of this Agreement specifically prohibited.

8. In consideration of Service Company's complying with and performing its obligations under this Agreement, Developer shall contribute toward the costs of the construction, installation, and extension of Service Company's water system to the lots to be platted on Developer's Property the following sums in the following manner:

For each residence or building to which Service Company furnishes water and sewer services, Developer shall pay Service Company \$650.00, which payment shall come from the proceeds of the first draw on the construction funds covering the lot for which said services are furnished, but in any event payment of said sum of \$650.00 shall be made not later than the date of the issuance of the certificate of occupancy covering the particular residence or building.

It is understood and agreed between the parties hereto that the per

lot size herein provided for is predicated upon the Developer creating a minimum of 3 lots per acre in the land owned by the Developer; otherwise Developer shall pay Service Company the actual amount, if any, by which the cost of Service Company's installation is increased because of substantial differences therefrom.

9. The money required in paragraph 8 to be paid by Developer to Service Company shall be and become the sole exclusive property of Service Company subject to no rights of Developer or any other person.

10. Developer shall provide Service Company with three sets of plans, and final plans if such differ from the tentative plans, for determination of easements, three sets of paving, drainage and grading plans showing necessary topography and culverts, bench marks, corner surveys for each lot, and lines and grades of lots at easement lines as needed by Service Company to install the water system and sewer system as provided in this agreement. If any of Developer's final plans are not substantially in conformance with the tentative plans theretofore submitted to Service Company, then Developer shall give Service Company 15 days' notice of any changes, together with tentative plans for the purposes of redesigning the water system and sewer system as required and obtaining required approvals. In the event Service Company is compelled to change, relocate or redesign any of its installations or proposed installations as a result of erroneous engineering data supplied by the Developer, then the Developer agrees to pay to the Service Company the cost of such reworking.

11. Developer agrees that as long as Service Company is performing its work according to schedule under this agreement, there shall be no construction on streets or roads in the Easement Area that interferes with Service Company's work as provided under this agreement. If Developer constructs any roads or streets before the time that Service Company is to have completed its installation of the water system and sewer system under the time schedule provided in this agreement, or before such work has actually been commenced, whichever is earlier, and Service Company is required to repave such roads or streets,

then the amount of the additional cost incurred by Service Company shall be paid by Developer to Service Company in addition to any other amounts specified to be paid under this agreement. If after the installation of Service Company's installations and the finished paving of roads and streets by the Developer Service Company damages the finished roads and streets, Service Company will be obligated to pay the cost of repairing the same.

12. After the installation of Service Company's water system as herein provided and upon Service Company's being able to supply water to Developer's Property through Service Company's transmission mains, Service Company agrees to supply Developer with temporary connections for water service and for water as reasonably required during the period of construction of homes on Developer's Property for \$4.00 per residence, payable when such service is commenced.

13. Developer has advised Service Company that it will commence the construction of approximately 55 homes in the area heretofore pointed out to Service Company, and the parties agree that they will exert their best efforts in doing the work which each party is required to perform under this agreement which may be necessary for the furnishing of said water service and sewer service to said 55 homes by May 15, 1960, but nothing herein contained will be construed as obligating Service Company to complete its work in order to furnish said services by May 15, 1960, nor will the failure to Service Company to furnish said services to said 55 homes by May 15, 1960 constitute Service Company in default under this agreement.

14. The connections with the sewer pipes required to be made by Developer under paragraph 3 hereof, must be inspected and approved by Service Company before backfilling, provided that if such inspection has not been made within one working day after written notice to Service Company by Developer, its successors or assigns, or subcontractors, that such connection has been made, then the work shall be deemed inspected and approved by Service Company; and provided further, that Service Company shall not withhold its approval except because the work is not up to acceptable standards for workmanship in this area, or because the connection is in violation of the terms of this agreement or in violation of a governmental requirement; and if Service Company disapproves the connection, then the reasons therefor must be given Developer in writing within 24 hours after

1951-378

said inspection. If Developer fails to correct the connection which has been disapproved, then Service Company will not be required to provide service to any building covered by such disapproval until the same has been corrected and approved by Service Company.

15. This agreement shall be binding upon and shall inure to the benefit and is made for the benefit of Developer, Service Company and their respective assigns and corporate successors by merger or consolidation and by parties claiming by, through, or under Developer or Service Company.

16. This agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Service Company, made with respect to the matters herein contained and when duly executed constitutes the complete agreement between Developer and Service Company.

17. The provisions of this agreement shall not be construed as establishing a precedent in connection with the amount or basis of contributions made by a developer or other consumer or the acceptance thereof on the part of the Service Company on other lands that may be acquired hereafter by Developer and which are not presently covered by the within agreement.

18. Excepting for the notices provided for in paragraph 14 hereof, when either party desires to give notice to the other in connection with the matters and things contained in this agreement, such notice shall be in writing and shall be given by registered mail addressed to the party for whom the notice is intended at the following addresses, to-wit:

For Service Company:

1826 Ponce de Leon Boulevard
Coral Gables, Florida

For Developer:

4102 W. W. 183rd Street
Miami, Florida

Such notice shall be deemed given when it is deposited in the United States Registered mails.

19. This agreement shall not, in any manner whatsoever, prohibit or prevent Service Company from extending its sewer or water facilities in or to areas not referred to herein to serve other developers or consumers, so long as said extensions and the furnishing of said services do not interfere with the

furnishing of the services provided for by this agreement.

20. Service Company covenants and agrees with the Developer as follows:

- (a) That it will procure the approval of all work performed under this agreement by the Florida State Board of Health, Dade County, Federal Housing Administration and Veterans Administration; and
- (b) That it will give Federal Housing Administration and Veterans Administration appropriate assurances that the services provided for under this agreement will be furnished and supplied indefinitely; and
- (c) That it will, if required by Federal Housing Administration and Veterans Administration, create such escrow or escrows or file such bond or bonds as Federal Housing Administration or Veterans Administration may require to guarantee the completion of the water transmission facilities and the sewerage treatment plant in their entirety; and
- (d) That it will furnish evidence of the acceptance of Federal Housing Administration and Veterans Administration of the water and sewer services to the individual lots serviced; and
- (e) That it will maintain a responsible representative on the approved site at all times during the period of construction of Service Company's facilities; and
- (f) That it will furnish a schedule of construction to Developer and that Developer will cause easements or right-of-ways to be rough graded, and Service Company will within the time elsewhere provided for in this agreement, proceed with excavation, pipe laying and testing of such facilities and cause backfilling of trenches within 10 days after completion of the pipe laying; and

1951-1-15

- (2) That it will furnish Developer and Developer's plumbing sub-contractor with its engineering data so as to enable Developer and its plumbing sub-contractor to locate the sewer service for each lot.

21. Default of the Service Company under this Agreement shall consist of:

(a) If Service Company fails to complete, in their entirety, its sewage treatment plant and water transmission facilities within eight (8) months from the date of this Agreement so that said systems will be of sufficient size to furnish water and sewer services to the buildings and residences constructed upon Developer's Property, as provided for in this Agreement, Owner may cancel the within Agreement, and thereupon all rights and interests conferred upon Service Company under this Agreement shall cease, terminate and no longer exist except as to water and sewage facilities installed to date of termination, and Service Company will not be permitted to use any easement areas which are not then being used by Service Company at the time of said cancellation.

(b) If the Service Company completes the work referred to in the preceding paragraph hereof, within the time referred to therein, and thereafter Service Company fails to perform all other work required under the terms of this Agreement to furnish the water and sewer services to buildings and residences constructed on Developer's Property, Developer may do and perform the work which, under the terms of this agreement, Service Company is obligated to do and thereupon Service Company will be obligated to furnish the water and sewer services to those buildings and residences for which Developer has caused the work to be performed in order for the services to be furnished; and Developer shall have the right to connect all mains and extensions installed by Developer to the mains theretofore installed by Service Company in order for the services to be furnished pursuant to the terms of this Agreement. If Developer performs the work herein referred to then Developer will not be required to pay Service Company the \$650.00 per house for which Service Company has failed to extend its mains thereto.

(c) If the default of Service Company consists in its failure to pay for any work, services and materials furnished to Service Company, and

as a result thereof a lien is filed against Developer's Property, or any portion thereof, or if the default of Service Company prevents Developer from procuring the final closing out of any financing and/or mortgages encumbering Developer's Property, or portions thereof, and if such default can be cured through the payment of money, then Developer, after giving Service Company ten (10) days' written notice making demand upon Service Company to make said payment, and upon the failure of Service Company within said ten (10) day period to make said payment, or cause said property to be released from such lien, may pay the amount of money necessary to cure such default.

22. Service Company agrees to furnish the same services to the community facilities which, under this Agreement, Service Company furnishes to the residences or buildings constructed on Developer's Property; and the charges for the furnishing of said facilities will be reasonable and in line with charges for ^{LINE} light connections and services in this area.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers and their corporate seals to be affixed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Mon. 11/11/51

W. H. H. H. H.

W. H. H. H. H.

W. H. H. H. H.

HEFTLER CONSTRUCTION COMPANY

By W. H. H. H. H.
Vice President

Attest:

W. H. H. H. H.
Assistant Secretary

PENINSULA UTILITIES CORPORATION

By W. H. H. H. H.
President

Attest:

W. H. H. H. H.
Assistant Secretary

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Sebastian Pollara and E. G. Harrington, to me known to be the persons who executed the foregoing instrument as Vice President and Assistant Secretary, respectively, of HEFTLER CONSTRUCTION COMPANY, and severally acknowledged before me that they executed the same as such officers, in the name of and for and on behalf of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16 day of March, 1960.

Notary Public, State of Florida at Large
My Commission Expires May 14, 1964
Notary Public, State of Florida at Large

Notary Public State of Florida at Large

My Commission expires: _____

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared R. E. Keating and James A. Jennings, to me known to be the persons who executed the foregoing instrument as President and Assistant Secretary, respectively, of PENINSULA UTILITIES CORPORATION, and severally acknowledged before me that they executed the same as such officers, in the name of and for and on behalf of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7 day of March, 1960.

Notary Public State of Florida at Large

My Commission expires: Oct 25 1964

State of Florida, County of Dade.

This instrument was filed for record the 17 day of March 1960 at 1:30 PM and duly recorded in OFFICIAL RECORDS Book 1251 on Page 12 File #608-73-202

E. M. LEATHERMAN
C. in Circuit Court

By: _____

AC C E M E N T
METROPOLITAN COUNTY

OK
1/2

THIS AGREEMENT ENTERED INTO this 10th day of February, 1967.

and between

HEFFLER CONSTRUCTION COMPANY
7150 S. W. 62nd Avenue
South Miami, Florida 33143

hereinafter referred to as "OWNERS" and the Board of County Commissioners,
Metropolitan Dade County, Florida hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the OWNERS are fee simple title owners of the following
described property, lying, being and situate in Dade County, Florida, to wit:

Tracts 14 and 15, Dade County Development Co. Sub. (Pb 1,
Pgs. 84) in Section 33, Township 34 South, Range 40 East,
less Tracts 1 and 2, Heffler Homes Sunset Park Sec. 4
(Pb 76, Pgs. 24) and less the S. 33rd of Tract 14, and
less the W. 120' of Tract 15, Dade County Development Co. Sub. (Pb
1, Pgs. 84). Both E. and W. sides of SW 54th Ct.; approx.
150' S. of S.W. 72 St. (Sunset Dr.), Dade County, Florida.

WHEREAS, the OWNERS are desirous of giving assurance to the COUNTY that
the property will be developed substantially in accordance with the spirit and
intent of the plans submitted to the COUNTY for a public hearing wherein the
zoning and use of the subject property has been approved, unless said plans are
modified and/or changed as a result of a PUBLIC HEARING or other appropriate
action by the COUNTY.

NOW, THEREFORE, for good and valuable consideration, the parties have
agreed as follows:

1. That said property shall be developed substantially in accordance with
the spirit and intent of the plans previously submitted, prepared by
James Dunn, Architect
entitled "Site Use Plan for Heffler Homes"
dated the 30th day of August, 1966 and 10th day of February, 1967.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 7, 1970
POWER THROUGH FROM W. KIRSTENHOUT

[Signature]
Notary Public

REC 574

538

State of Florida, County of Dade.

This instrument was filed for record the 2nd day of November 1967 at 2:41 P.M. and duly recorded in Official Records Book 574, Page 538. 11/20/67

B. LEVIN, JAM

Dade County Clerk

[Signature]

The plan was revised as a result of conferences held by various departments of the County and now depicts the spirit and intent of the ORDERS for the development of said property with the understanding that the size and locations of the building to be erected may not be exactly as shown on the master plan and that minor modifications in said plan may be made with the approval of the County Departments having jurisdiction thereof. However, in the event major changes or modifications in the plan are desired, the same shall be submitted for approval at a public hearing in the manner provided by the applicable ordinances of Dade County, Florida.

2. Where construction has occurred on said property, pursuant to a permit issued by the County, and inspections made and approval of occupancy given by the County, the same shall create a conclusive presumption that the buildings thus constructed comply with the intent and spirit of the master plan, and this Agreement shall not be construed as clouding the title to any of said property on which such development has occurred.

3. That this Agreement on the part of the ORDERS shall constitute a covenant running with the land and will be recorded in the public records of Dade County, Florida, and shall remain in full force and effect and be binding upon the heirs, successors, and assigns of the respective parties hereto, until such time as the same is released in writing by the Director of the Metropolitan Dade County Planning and Zoning Department, or the executive officer of the successor of such department, or, in the absence of such director or executive officer, by his assistant in charge of the office in his absence.

IN WITNESS whereof, the parties hereto have executed this Agreement, the day and year first above set forth.

NEPTLER CONSTRUCTION COMPANY

[Signature]
Clyde M. Taylor
Assistant Secretary

[Signature]
Roger Neftler, Vice President

State of Florida
County of Dade

I Hereby Certify that on this 2nd day of November, A.D. 1967, before me personally appeared Roger Neftler and Clyde M. Taylor, Vice President and Assistant Secretary respectively of NEPTLER CONSTRUCTION COMPANY, a corporation under the laws of the State of New Jersey, to be known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida the day and year last aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA BY LAUREN
MY COMMISSION EXPIRES APRIL 17, 1970
LAUREN E. FRIEDMAN

[Signature]
Notary Public

THIS AGREEMENT entered into the 17th day of July, 1969, by and between
HERTZEL TRACT CO. & BATH, LTD.

hereinafter referred to as "OWNER" and the Board of County Commissioners,
Metropolitan Dade County, Florida hereinafter referred to as the "COUNTY".
WITNESSETH:

WHEREAS, the OWNERS are the sole title owners of the following
described property, lying, being and situated in Dade County, Florida, to wit:

All of Tracts 19 and 20, of Dade County Development
Company Subdivision, according to the Plat thereof,
as recorded in Plat Book 1, at page 64, of the Public
Records of Dade County, Florida, all in Section 33,
Township 34 South, Range 40 East, less the North 85
feet thereof.

WHEREAS, the OWNERS are desirous of giving assurance to the COUNTY that
the property will be developed substantially in accordance with the spirit and
intent of the plans submitted to the COUNTY for a public hearing wherein the
zoning and use of the subject property has been approved, unless said plans are
modified and/or changed as a result of a PUBLIC HEARING or other appropriate
action by the COUNTY.

NOW, THEREFORE, for good and valuable consideration, the parties have
agreed as follows:

1. That said property shall be developed substantially in accordance with
the spirit and intent of the plans previously submitted, prepared by

JAMES DEHN, AIA Architect
entitled Apartment Two for Hoffman

dated the 1st day of April, 1968

Page No. 1

This instrument was prepared by
CHESTER C. GRIFFIN
DADE COUNTY BUILDING & IN-
SURING DEPT.
3351 N.W. 12th ST., MIAMI, FLORIDA

AGREEMENT

THIS AGREEMENT entered into the 17th day of July, 1969, by and between
UNITED TRACT CO, A UNIT, INC.

hereinafter referred to as "UNITED" and the Board of County Commissioners,
Metropolitan Dade County, Florida hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the OWNERS are the simple title owners of the following
described property, lying, being and situate in Dade County, Florida, to wit:

All of Tracts 19 and 20, of Dade County Development
Company Subdivision, according to the Plan thereof,
as recorded in Plat Book 1, at page 84, of the Public
Records of Dade County, Florida, all in Section 33,
Township 54 South, Range 40 East, less the North 85
feet thereof.

WHEREAS, the OWNERS are desirous of giving assurance to the COUNTY that
the property will be developed substantially in accordance with the spirit and
intent of the plans submitted to the COUNTY for a public hearing wherein the
zoning and use of the subject property has been approved, unless said plans are
modified and/or changed as a result of a PUBLIC HEARING or other appropriate
action by the COUNTY.

NOW, THEREFORE, for good and valuable consideration, the parties have
agreed as follows:

1. That said property shall be developed substantially in accordance with
the spirit and intent of the plans previously submitted, prepared by

JAMES DEER, AIA Architect
entitled Apartment Two for Heftler

dated the 1st day of April, 1966.

Page No. 1

This instrument is acknowledged by
CHESTER C. DEER, Architect
DADE COUNTY PUBLIC RECORDS
JAMES DEER, AIA
1221 N.W. 12th St., Miami, Florida

The plan was revised as a result of conferences held by various departments of the County and now depicts the spirit and intent of the OWNERS for the development of said property with the understanding that the size and locations of the building to be erected may not be exactly as shown on the master plan and that minor modifications in said plan may be made with the approval of the County Departments having jurisdiction thereof. However, in the event major changes or modifications in the plan are desired, the same shall be submitted for approval at a public hearing in the manner provided by the applicable ordinances of Dade County, Florida.

2. Where construction has occurred on said property, pursuant to a permit issued by the County, and inspections made and approval of occupancy given by the County, the same shall create a conclusive presumption that the buildings thus constructed comply with the intent and spirit of the master plan, and this Agreement shall not be construed as clouding the title to any of said property on which such development has occurred.

3. The OWNERS hereby agree to provide for permanent and safe access for pedestrian and vehicular traffic within the development and particularly for right of access for fire, police, health and sanitation and other public service personnel and vehicles. The streets or easements shall be installed and maintained by the OWNER and shall include, but be not limited to, sidewalks, drainage facilities, water, sewers and fire hydrants, and will meet with the approval of the Directors of the Public Works and Building and Zoning Departments.

4. That this Agreement on the part of the OWNERS shall constitute a covenant running with the land and will be recorded in the public records of Dade County, Florida, and shall remain in full force and effect and be binding upon the heirs, successors, and assigns of the respective parties hereto, until such time as the same is released in writing by the Director of the Metropolitan Dade County Building and Zoning Department, or the executive officer of the successor of such department, or, in the absence of such director or executive officer, by his assistant in charge of the office in his absence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above set forth.

Signed, sealed, executed and acknowledged on this 17 day
of July, 1967, at Miami, Florida.

HEPTLER REALTY CO.
Corporation Name
By [Signature]
Vice-President
Attest [Signature] (CORP)
Secretary (SEAL)

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, this day appeared
CLYDE E. TAYLOR and ROGER HEPTLER
both being to me well known and known to me to be the Vice-President &
Secretary of HEPTLER REALTY CO.
a corporation under the laws of the State of Florida
and which corporation is known by me to be the person described in and
which executed the foregoing instrument, the said officers of the said
Corporation being likewise known by me to be the officers thereof who,
in their official capacities as such officers of said Corporation exe-
cuted, signed and delivered the said instrument as the act and deed of
said Corporation, and the said officers of said Corporation then and
there severally acknowledged to and before me that they executed
said instrument, acting in their said official capacities, for and on
the act and deed of the said Corporation and in its name, and im-
pressed thereon its Corporate Seal, for the uses and purposes therein
mentioned and after being thereunto by the said Corporation duly
authorized and directed.

WITNESS my hand and official Seal at Miami, in
the County and State aforesaid, on this, the 17th day of
July, A.D., 1967.

Notary Public.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 15, 1968

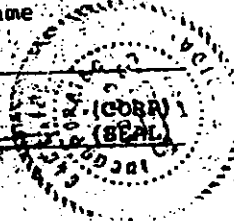
Signed, sealed, executed and acknowledged on this 17th day
of July, 1969, at Miami, Florida.

GAUL, INC.

Corporation Name

By [Signature]
Vice President

Attest [Signature]
Assistant Secretary



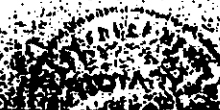
STATE OF FLORIDA)
:SS
COUNTY OF DADE)

BEFORE ME, the undersigned authority, this day appeared _____
and _____
both being to me well known and known to me to be the President &
Secretary of GAUL, INC.
a corporation under the laws of the State of Florida
and which corporation is known by me to be the person described in and
which executed the foregoing instrument, the said officers of the said
Corporation being likewise known by me to be the officers thereof who,
in their official capacities as such officers of said Corporation exe-
cuted, signed and delivered the said instrument as the act and deed of
said Corporation, and the said officers of said Corporation then and
there severally acknowledged to and before me that they executed the
said instrument, acting in their said official capacities, for and as
the act and deed of the said Corporation and in its name, and im-
pressed thereon its Corporate Seal, for the uses and purposes therein
mentioned and after being thereunto by the said Corporation duly
authorized and directed.

WITNESS my hand and official Seal at Miami, in
the County and State aforesaid, on this, the 17th day of
July, A.D., 1969.

[Signature]
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA IN LARGE
MY COMMISSION EXPIRES FEB. 11, 1972



The undersigned, WALTER E. HELLER & COMPANY OF FLORIDA, a Florida corporation, Mortgagee, under that certain mortgage from Heffler Construction Company, dated the 24th day of May, 1968, and recorded in Official Records Book 5957, at page 610, of the Public Records of Dade County, Florida in the original amount of \$1,100,000.00 covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of said Agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 24th day of July, 1969.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

WALTER E. HELLER & COMPANY OF FLORIDA

By *[Signature]*
Executive Vice-President

Attest: *[Signature]*
Assistant-Secretary

STATE OF FLORIDA)
COUNTY OF DADE) SS.

BEFORE ME, the undersigned authority, this day appeared LOUIS SPANATOR and JACK A. FURNAN both being to me well known and known to me to be the Executive Vice-President and Assistant-Secretary of WALTER E. HELLER & COMPANY OF FLORIDA, a corporation under the laws of the State of Florida and which corporation is known by me to be the person described in and which executed the foregoing instrument, the said officers of the said Corporation being likewise known by me to be the officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said instrument as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said instrument, acting in their said official capacities, for and as the act and deed of the said Corporation and in its name, and impressed thereon its Corporate Seal, for the uses and purposes therein mentioned and after being thereunto by the said Corporation duly authorized and directed.

WITNESS my hand and official Seal at Miami, in the County and State aforesaid, on this 24th day of July, A.D. 1969.

[Signature]
Notary Public, State of Florida-at Large.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 26, 1969.

State of Florida, County of Dade.

This instrument was filed for record on 6 day of July,
1969 at 3:45 PM and duly recorded in OFFICIAL RECORDS
Book 6577 Page 361 File # 601137960

E. M. LESTER
Notary Public

[Signature] A.C.

Page No. 5

RIGHT OF WAY DEED TO DADE COUNTY
CONVEYS THE TITLE FOR HIGHWAY PURPOSES
BY CORPORATION

STATE OF FLORIDA, }
COUNTY OF DADE. }

THIS INDENTURE, Made this 15th day of February, A. D. 1963, by and between

HEFTLER CONSTRUCTION COMPANY, a corporation under the laws of the State of
NEW JERSEY, and having its office and principal place of business in the City of
MIAMI, in said State, party of the first part, and the County of Dade, a body
Corporate, and a Political Subdivision of the State of Florida, and its successors in interest,
party of the second part,

WITNESSETH --

That the said party of the first part, for and in consideration of the sum of One Dollar
to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged,
and for other and further good and valuable considerations, does hereby grant, bargain and
sell to the party of the second part, and its successors in interest, for the purpose of a public
highway and purposes incidental thereto the following described land, situate, lying and
being in the County of Dade, State of Florida, to-wit:--

SEE ATTACHED DESCRIPTION

REF 3611 112
DESCRIPTION FOR RIGHT-OF-WAY OF SH 94TH PLACE

Commence at the NW corner of Section 33, Township 54 South, Range 40 East, Lsda County, Florida; thence run N 87° 02' 39" E along the North line of said Section 33 for a distance of 656.05 feet to a point; thence run S 2° 00' 34" E along the East line of Tract 1 and its northerly extension of the unrecorded plat of HEPTLER HOMES SUNSET PARK SECTION FOUR, for a distance of 202.72 feet to the Point of Beginning of the tract of land hereinafter to be described; thence run S 2° 00' 34" E for a distance of 61.45 feet to a point of curvature of a circular curve to the left; thence run southeasterly along the arc of said curve to the left, having as its elements a radius of 175 feet and a central angle of 35° 29' 22", for a distance of 108.40 feet to a point of tangency; thence run S 37° 29' 56" E for a distance of 75 feet to a point; thence run N 52° 30' 04" E for a distance of 25 feet to a point; thence run S 37° 29' 56" E for a distance of 48.42 feet to a point of curvature of a circular curve to the right; thence run Southeasterly, Southerly, and Southwesterly along the arc of said curve to the right, having as its elements a radius of 124.71 feet and a central angle of 43° 55' 43", for a distance of 95.61 feet to a point of compound curvature of a circular curve to the right; thence run Southwesterly along the arc of said curve to the right, having as its elements a radius of 1420.95 feet and a central angle of 4° 00' 53", for a distance of 99.57 feet to a point on the South line of Tract 14 of Dade County Development Company's Subdivision as recorded in Plat Book 1, at Page 84, of the Public Records of Dade County, Florida; thence run N 87° 06' 47" E along the South line of said Tract 14 for a distance of 51.34 feet to a point on the arc of a curve having a radius of 1470.95 feet, a central angle of 3° 33' 13", and a chord bearing of N 8° 12' 23.5" E, said point being 482.48 feet west of the SE corner of Tract 13 of said Dade County Development Company's Subdivision as measured along the South line of said Tracts 13 and 14; thence run Northeasterly along the arc of said circular curve to the left a distance of 91.23 feet to a point of compound curvature of a circular curve to the left; thence run Northeasterly, Northerly, and Northwesterly along the arc of said circular curve to the left; having as its elements a radius of 174.71 feet and a central angle of 43° 55' 43", for a distance of 133.95 feet to a point of tangency; thence run N 37° 29' 56" W for a distance of 48.42 feet to a point; thence run N 52° 30' 04" E for a distance of 25 feet to a point; thence run N 37° 29' 56" W for a distance of 75 feet to a point of curvature of a circular curve to the right; thence run Northwesterly along said circular curve to the right, having as its elements a radius of 75 feet and a central angle of 35° 29' 22", for a distance of 46.46 feet to a point of tangency; thence run N 2° 00' 34" W for a distance of 61.45 feet to a point; thence run S 87° 59' 26" W for a distance of 100.00 feet to the Point of Beginning.

WILLIAMS, SALOMON, KENNEDY & LINDSON, ATTORNEYS AT LAW, SUITE 200, MIAMI, FLORIDA

It is the intention of the party of the first part by this instrument to convey to the said County, and its successors in interest, the land above described for use as a public highway and for all purposes incidental thereto.

It is expressly provided that if and when said highway shall be lawfully and permanently discontinued, the title to the said above described land shall immediately revert to the party of the first part, its successors and assigns, and it or they shall have the right to immediately re-possess the same.

And the said party of the first part hereby fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under it.

IN WITNESS WHEREOF, the said party of the first part, has executed this instrument, and has caused the same to be executed by its President or Vice-President, and has caused the same to be attested by its Secretary or Assistant-Secretary, and its Corporate Seal hereon to be impressed, on this, the day and year first above written.

Signed, Sealed, Attested
and delivered in our presence:

Richard Kelly
M. Thewer

HD: FILER CONSTRUCTION COMPANY

By: Richard Kelly President
Attest: M. Thewer Secretary

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, this day personally appeared

SALVATORE BONGIORNO and P. P. CRUMP

both being to me well known and known by me to be the Vice President, and Asst.

Secretary of the HEETLER CONSTRUCTION COMPANY

a corporation under the laws of the State of NEW JERSEY, and which said Corporation is known by me to be the person described in and which executed the foregoing instrument, the said officers of the said Corporation being likewise known by me to be the officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said instrument as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said instrument, acting in their said official capacities, for and as the act and deed of the said Corporation and in its name, and impressed thereon its Corporate Seal, for the uses and purposes therein mentioned, and after being thereunto by the said Corporation duly authorized and directed.

WITNESS my hand and official Seal at Miami in the County and State

aforesaid, on this, the 15th day of February, A. D. 1963.

My commission expires:
Notary Public, State of Florida at Large
My commission expires June 14, 1964.

Raymond Daniel
Notary Public, State of Florida At Large.

By

Recorded
and duly recorded in OFFICIAL RECORDS
in Dade Book 54 on PAGE 141.
Record verified
by E. B. LEATHERMAN
Clerk Circuit Court.

Filed for Record on the 15th day of
February 1963
COUNTY OF DADE
The instrument was filed for Record at

DADE COUNTY, FLORIDA

To

Heetler Construction Company

FROM

By Corporation

RIGHT OF WAY NEEDED TO DADE
COUNTY
CONVEYS THE TITLE FOR
HIGHWAY PURPOSES

63R 61123

Road No. 61 3/4 (SW 9th Place)
Section 33-54-10 Dist. 56

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
020
DADE COUNTY
RECORDED

12-23-52
By W. B. Leatherman
Clerk Circuit Court

FOR 46510

TO THE STATE OF FLORIDA

116791-488

RIGHT OF WAY DEED TO DADE COUNTY
CONVEYS THE TITLE FOR HIGHWAY PURPOSES
BY CORPORATION

STATE OF FLORIDA,
 COUNTY OF DADE.

THIS INDENTURE, Made this 9th day of September, A.D. 1962, by and between
 HENRIER REALTY CO. INC. GACH, INC.

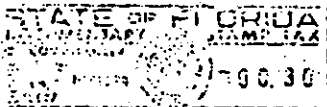
a corporation under the laws of the State of
 Florida, and having its office and principal place of business in the City of
 Miami, in said State, party of the first part, and the County of Dade, a body
 Corporate, and a Political Subdivision of the State of Florida, and its successors in interest,
 party of the second part,

WITNESSETH:—

That the said party of the first part, for and in consideration of the sum of One Dollar
 to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged,
 and for other and further good and valuable considerations, does hereby grant, bargain and
 sell to the party of the second part, and its successors in interest, for the purpose of a public
 highway and purposes incidental thereto, the following described land, situate, lying and
 being in the County of Dade, State of Florida, to-wit:—

That portion of Tracts 19 and 20 of DAD. COUNTY DEVELOPMENT COMPANY,
 according to the plat thereof, as recorded in Plat Book 1 at Page 84
 of the Public Records of Dade County, Florida, that lies within the
 South 7 1/2 feet of the North 1/2 of the NW 1/4 of Section 33, Township
 34 South, Range 40 East, Dade County, Florida.

Approved as to corporation
 3/16/62



It is the intention of the party of the first part by this instrument to convey to the said
 County, and its successors in interest, the land above described for use as a public highway
 and for all purposes incidental thereto.

It is expressly provided that if and when said highway shall be lawfully and permanently
 discontinued, the title to the said above described land shall immediately revert to the party
 of the first part, its successors and assigns, and if or they shall have the right to immediately
 repossess the same.

And the said party of the first part will defend the title to said land against the lawful claims
 of all persons whatsoever, claiming by, through or under it.

IN WITNESS WHEREOF, the said party of the first part, has executed this instrument, and has
 caused the same to be executed by its President or Vice-President, and has caused the same to
 be attested by its Secretary or Assistant-Secretary, and its Corporate Seal hereon to be impressed,
 on this, the day and year first above written.

Signed, Sealed, Attested
 and delivered in our presence:

Robert R. Spence
Joseph J. Spence
W. B. Spence

GACH, INC.
 By: *Robert R. Spence*
 Attest: *Joseph J. Spence*
 HENRIER REALTY CO.
 By: *Robert R. Spence* President
 Attest: *Joseph J. Spence* Secretary

J. Spence

STATE OF FLORIDA
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, this day personally appeared

JOSEPH L. THOMAS, JR. and J. L. THOMAS, JR.

both being to me well known and known by me to be the President, and

Secretary of the DALLAS REALTY CO.

a corporation under the laws of the State of Florida, and which said Corporation is known by me to be the person described in and which executed the foregoing instrument, the said officers of the said Corporation being likewise known by me to be the officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said instrument as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said instrument, acting in their said official capacities, for and as the act and deed of the said Corporation and in its name, and impressed thereon its Corporate Seal, for the uses and purposes therein mentioned, and after being thereunto by the said Corporation duly authorized and directed.

WITNESS my hand and official Seal at Dallas, in the County and State aforesaid, on this 9th day of September, A.D. 1967.

My commission expires:

9-10-73

Notary Public, State of Florida At Large.

The foregoing instrument was signed and sealed on this 9th day of September, 1967, at Dallas, Texas, by the President and Secretary of the DALLAS REALTY CO., a corporation under the laws of the State of Florida, and which said Corporation is known by me to be the person described in and which executed the foregoing instrument, the said officers of the said Corporation being likewise known by me to be the officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said instrument as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said instrument, acting in their said official capacities, for and as the act and deed of the said Corporation and in its name, and impressed thereon its Corporate Seal, for the uses and purposes therein mentioned, and after being thereunto by the said Corporation duly authorized and directed.

DALLAS COUNTY, FLORIDA

TO

DALLAS REALTY CO. and GULF, INC.

FROM

By Corporation

CONVEYS THE TITLE FOR
HIGHWAY PURPOSES

RIGHT OF WAY DEED TO DALLAS
COUNTY

PLAT 7 OF SW (SW 76th St.)
Section 33-56-40

STATE OF FLORIDA)
COUNTY OF DALLAS)

BEFORE ME, a Notary Public, personally appeared JOSEPH L. THOMAS, JR. and J. L. THOMAS, JR. both being to me well known and known by me to be the President, and Assistant Secretary of DALLAS REALTY CO., a corporation under the laws of the State of Florida, who did acknowledge before me that they executed, signed and delivered the said instrument for the uses and purposes therein set forth, for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Dallas, Dallas County and State this 9th day of September, 1967.

My commission expires:

9-10-73

Notary Public, State of Florida At Large.

71 SEP 16 AM 9:03
7371 7 337

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GRANT OF EASEMENT

THIS INSTRUMENT, made this 2nd day of September, 1971, between the DEPARTMENT OF WATER AND SEWERS OF THE CITY OF MIAMI, an agency and instrumentality of the City of Miami, a municipal corporation existing under the laws of the State of Florida, whose address is 3575 South LeJeune Road, Miami, Florida, party of the first part, and Heffler Realty Company, 10261 N. Kendall Drive, Miami, Florida, party of the second part;

WITNESSETH:

THAT the party of the first part, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged by the party of the first part, have granted, bargained and sold, and do hereby grant, bargain and sell, to the party of the second part, its successors and assigns, forever, the right, privilege and easement to construct, operate, and maintain a roadway with full right of ingress thereto and egress therefrom, on the property of the party of the first part, described as follows, to wit:

A portion of tract 19, Dade County Development Company Subdivision, according to the plat thereof recorded in Plat Book 1, at page 44, of the Public Records of Dade County, Florida, being particularly described as follows: A strip of land 90 feet wide lying 25 feet either side of the following described center line: Commencing at the Northeast corner of said tract 19; thence run S87° 06' 47" E along the North boundary line of said tract 19 for a distance of 178.26 feet to the point of beginning of the center line herein described, said point lying on a circular curve concave to the Northwest, said point bearing S79° 47' 24" E from the center of said curve; thence run Southwesterly along said curve to the right having for its elements a radius of 1445.95 feet and a central angle of 3° 29' 03" for an arc distance of 87.93 feet to a point lying 85 feet South of, as measured at right angles, the aforesaid North boundary line of tract 19, said point also being the point of termination of the center line herein described.

The party of the first part does hereby fully warrant that they have good title to the above described property and that they have full power and authority to grant this easement.

The Grantee herein covenants and agrees that the maintenance of the roadway shall be at its sole expense.

Grantee further agrees that if the use of said roadway shall be discontinued by it for a period of sixty (60) days, this easement shall become null and

6.00

RE 7371 N 1938

void, and Grantor may take full possession of the area granted and any installations therein.

Grantee agrees that it will pay any and all taxes assessed against the property herein granted by this easement and finally that Grantee covenants and agrees that it will hold Grantor harmless from any claims, demands, or suits arising from Grantee's use of the roadway.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the year and day first above written.

DEPARTMENT OF WATER AND SEWERS, CITY OF MIAMI

Garrett Sloan (SEAL) *T.P.*
Garrett Sloan, Director

Gordon Roddington (SEAL)
Gordon Roddington, Secretary

Signed, Sealed and Delivered

In the Presence of:

Harold Raymond Cobb
Harris E. Lane

NOTARY PUBLIC, STATE OF FLORIDA
E. A. LEATHERMAN
NOTARY PUBLIC
By E. A. Leatherman

STATE OF FLORIDA }
COUNTY OF DADE }

I DO HEREBY CERTIFY that on this day personally before me, an officer duly authorized to administer oaths and take acknowledgments, Garrett Sloan, Director, and Gordon Roddington, Secretary, respectively, of the City of Miami Department of Water and Sewers, to me well known to be the persons described in and who executed the foregoing instrument, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in Miami, County of Dade, State of Florida, this 12 day of September, 1938.

E. A. Leatherman (SEAL)
Notary Public, State of Florida, of Large

My Commission expires: January 12, 1939

This instrument prepared by: Franklin Parson, Attorney at Law,
whose address is: 3575 S. LeJeune Road, Miami, Florida 33133

ASSIGNMENT OF EASEMENTThis Assignment.

Made as of the 31st day of October, 1975, by:

Hefler Realty Co.,
a Florida corporation,

hereinafter referred to as "Assignor" unto:

HIC Management Corporation of Florida,
a Florida corporation,

hereinafter referred to as "Assignee".

WITNESSETH:

That Assignor, for and in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid to it by Assignee simultaneously with the execution and delivery of these presents, the receipt whereof is hereby acknowledged by Assignor, does hereby grant, bargain, sell, assign, transfer, set over and deliver unto Assignee, its successors and assigns, forever, all right, title and interest of Assignor in and to the Grant of Easement dated September 9, 1971, recorded September 16, 1971, under Clerk's File No. 71R-135103, of the Public Records of Dade County, Florida, from Department of Water and Sewers of the City of Miami unto Assignor covering the following described property situate, lying and being in Dade County, Florida; to-wit:

A portion of Tract 19, Dade County Development Company Subdivision, according to the plat thereof recorded in Plat Book 1, at page 84, of the Public Records of Dade County, Florida, being particularly described as follows: A strip of land 50 foot wide lying 25 feet either side of the following described center line: Commencing at the Northeast corner of said Tract 19; thence run S87° 06'47"W along the North boundary line of said Tract 19 for a distance of 178.26 feet to the point of beginning of the center line herein described, said point lying on a circular curve concave to the Northwest, said point bearing S79° 47'24"E from the center of said curve; thence run Southwesterly along said curve to the right having for its elements a radius of 1445.95 feet and a central angle of 3° 29'03" for an arc distance of 87.93 feet to a point lying 85 feet South of, as measured at right angles, the afore-said North boundary line of Tract 19, said point also being the point of termination of the center line herein described.

This instrument was prepared by
MORRIS S. SALOMON, Attorney
1003 Dupont Building
Miami, Florida 33131

WILLIAMS, SALOMON, MANNER & DAMIAN, ATTORNEYS AT LAW, DUPONT BUILDING, MIAMI, FLORIDA

9332 161595

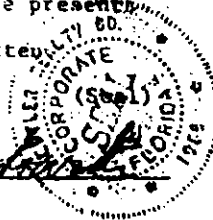
In Witness Whereof, Assignor has caused these presents
to be executed as of the day and year first above written

Signed, sealed and delivered
in the presence of:

Heftler Realty Co.

By Henry J. Pinkowski
President

Attest: Roger Heftler
Secretary



State of Florida)
County of Dade) SS

I Hereby Certify that on this day before me, a notary
public, personally appeared Henry J. Pinkowski and Roger Heftler,
as President and Secretary, respectively, of Heftler Realty Co.,
a Florida corporation, to me well known and known to be the per-
sons described in and who executed the foregoing Assignment, and
they acknowledged before me that they executed the same as such
officers of said corporation on behalf of said corporation, and
that the said instrument is the act and deed of said corporation,
and that they affixed thereto the official seal of said corporation.

Witness my hand and official seal at Miami, in the County
and State last aforesaid, on this 10th day of May, 1976.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUGUST 14, 1979
WITNESSED BY GENERAL MRS. UNDERWITERS

John P. Salomon
Notary Public, State of Florida
at Large



RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD NUMBER
RICHARD P. DRINKER
CLERK CIRCUIT COURT

-2-

WILLIAMS, SALOMON, KANNER & DAMIAN, ATTORNEYS AT LAW, DUPONT BUILDING, MIAMI, FLORIDA

W. 2031 682

AGREEMENTDECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, ARVIDA CORPORATION, a Delaware corporation, and ARVIDA REALTY CO., KENDALL CENTER, INC., DAWAL CO., and WESTLAND, INC., all Florida corporations, all of said corporations being hereinafter referred to collectively as "Arvida," own certain lands in the area hereafter described in Dade County, Florida, and

WHEREAS, Arvida desires to have water service and sewer service available for said lands, and GENERAL WATERWORKS CORPORATION, a Delaware corporation, desires to cause PENINSULA UTILITIES CORPORATION, a Florida corporation, said General Waterworks Corporation and Peninsula Utilities Corporation being hereinafter referred to collectively as "General," to make such service available under the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the promises and the undertakings of General herein, Arvida hereby establishes, declares, and prescribes the following agreements, covenants, restrictions and conditions which shall apply to and be covenants running with the land now or hereafter owned by said Arvida Corporation, Arvida Realty Co., Kendall Center, Inc., Dawal Co., and/or Westland, Inc. in the following described areas:

(a) In Township 54 South, Range 39 East

All of Sections 25, 34, 35 and 36;

(b) In Township 54 South, Range 40 East

All of Section 30 lying South of Snapper Creek Canal;

All of Sections 31 and 32;

All of Section 33, EXCEPTING AND EXCLUDING

Tracts 97 to 102, inclusive, and Tracts 123 to 125, inclusive, of Dade County Development Company's Subdivision of Section 33, Township 54 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 1, page 84, of the Public Records of Dade County, Florida.

EXCEPTING AND EXCLUDING

All that part of Tract 84 lying South of Snapper Creek Canal and Tracts 103, 104, 105, 106, 107, 118, 119, 120, 121 and 122 in Section 33, Township 54 South, Range 40 East, according to the Plat of Dade County Development Company's Subdivision as recorded in Plat Book 1, page 84, of the Public Records of Dade County, Florida, also Lots 5 to 25, inclusive, in Block 1, Lots 1 to 25, inclusive, in Block 2; Lots 1 to 23, inclusive, in Block 3, and Lots 1 to 23, inclusive, in Block 4, of Coral Shore, a Subdivision according to the Plat thereof, recorded in Plat Book 28, page 62, of the Public Records of Dade County, Florida.

All of Section 34 lying South of Brown Drive;

All of the S 1/2 of Section 35 lying westerly of the Florida East Coast Railway Spur Line right-of-way, **EXCEPTING AND EXCLUDING**

All of the S 3/4 of the SW 1/4 of Section 35, Township 54 South, Range 40 East, lying South of the Southerly right-of-way line of Snapper Creek Canal, less the East 310 feet of the SE 1/4 of the SE 1/4 of the SW 1/4 of said Section 35 lying Northwesterly of the F. E. C. Railway Right-of-way and that part of the S 3/4 of the W 1/4 of the SE 1/4 of said Section 35 lying West of the F. E. C. spur tracks and south of the South right-of-way line of Snapper Creek Canal, Dade County, Florida.

(c) In Township 55 South, Range 39 East

All of Sections 1, 2, 3, 10, 11, 12, 13, 14 and 15.

(d) In Township 55 South, Range 40 East

All that part of Sections 3, 10 and 15 lying West of the Florida East Coast Railway right-of-way;

All of Sections 6, 5, 6, 7, 8, 9, 16, 17 and 18.

All that part of Section 2 lying West of the Florida East Coast Railway right-of-way, **EXCEPTING AND EXCLUDING**

All of the S 3/4 of the SW 1/4 of Section 35, Township 54 South, Range 40 East, lying North of the Northerly right-of-way line of Snapper Creek Canal, subject to the East 35 feet thereof to be dedicated;

AND ALSO EXCEPTING AND EXCLUDING

All that part of the E 3/4 of the N 1/2 of the NW 1/4 of Section 2, Township 55 South, Range 40 East, lying north and west of the F. E. C. Railway right-of-way less the north 50 feet for road purposes and all that part of the NW 1/4 of the SE 1/4 of the NW 1/4 of Section 2, Township 55 South, Range 40 East, lying north and west of the F. E. C. Railway right-of-way less begin at the N. W. corner of the SE 1/4 of the NW 1/4 of Section 2, Township 55 South, Range 40 East, run southerly 371.38 feet along the west line of the SE 1/4 of the NW 1/4 of said Section 2 to the point of intersection of the northwesterly right-of-way line of the F. E. C. Railway, thence run northeasterly 810 feet along the northwesterly line of the F. E. C. Railway to a point, thence run northwesterly 300 feet at right angles to said Northwesterly R. O. W. line of F. E. C. Railway to a point, thence run southwesterly 558.83 feet on a line 300 feet parallel at right angles to the said northwesterly R. O. W. line of the F. E. C. Railway to point of intersection of the west line of the NE 1/4 of the NW 1/4 of said section 2, thence run southerly 19.86 feet to the Point of Beginning.

AND ALSO EXCEPTING AND EXCLUDING

And begin at the northwest corner of the NW 1/4 of the NW 1/4 of the NE 1/4 of Section 2, Township 55 South, Range 40 East, thence east along the north line of the NW 1/4 NW 1/4 NE 1/4 of said Section 2 for a distance of 328.8 feet to a point, thence south parallel to the west line of the NE 1/4 of the said Section 2 for a distance of 274.51 feet to the intersection thereof with the northwesterly R. O. W. line of the F. E. C. Railway, thence southwesterly along the northwesterly R. O. W. line of the F. E. C. Railway for a distance of 450.6 feet, more or less, to the intersection thereof with the west line of the NE 1/4 of said Section 2, thence north along the west line of the NE 1/4 of said Section 2 for a distance of 572 feet to the Point of Beginning, less the North 50 feet thereof reserved for road purposes, Dade County, Florida.

and being hereinafter referred to as Service Area Lands, and General hereby agrees thereto:

1. Peninsula Utilities Corporation, its successors or assigns, shall have the exclusive right to supply, and shall supply as hereinafter provided, all water and sanitary sewer service that may be required on the Service Area Lands.
2. The use of septic tanks and the use of individual wells on the Service Area Lands except for swimming pools, air conditioning and/or irrigation purposes is hereby prohibited. This restriction shall not be construed as prohibiting the use of dry wells and grease traps.

3. The water service and sewer service provided by Peninsula Utilities Corporation, its successors or assigns, shall meet all requirements of, and, if applicable, shall have the approval of the Federal Housing Administration, Veterans Administration and the Florida State Board of Health, and the quality of water service and sewer service rendered and the rates therefor shall be within the standards provided by the Operating Agreement entered into by Peninsula Utilities Corporation and The First National Bank of Miami, dated March 2, 1960, and filed for record March 4, 1960, in the Office of the Clerk of the Circuit Court of Dade County, Florida, under Clerk's File No. 60R-42986, and recorded in Official Records Book 1938, Page 522, as the same may from time to time be legally amended, or within the standards and rates provided by any governmental regulatory body having jurisdiction over Peninsula Utilities Corporation, or by governmental franchise, provided, that if the water system and the sewer system herein contemplated become the property of and are operated by any governmental authority or agency, then such service and the rate standards shall be deemed to be complied with.

4. As a condition precedent to any obligation of Peninsula Utilities Corporation to supply water service and sewer service pursuant to paragraph 1 above, Peninsula Utilities Corporation may require the usual and customary contributions toward the cost, construction and installations necessary to supply said water service and sewer service, provided, however, that this Agreement shall not be construed as obligating the present or future owners of the Service Area Lands to make such contributions. If such contributions are not made to Peninsula Utilities Corporation, then Peninsula Utilities Corporation shall nevertheless retain the exclusive right to supply water service and sanitary sewer service to the land in question, but Peninsula Utilities Corporation shall not be obligated to do so.

5. Arvida Corporation and General Waterworks Corporation shall have the right, without the concurrence or permission of any other person, firm, corporation, or public authority, to alter, amend, revoke and/or

2031 886

cancel in whole or in part from time to time this Agreement and Declaration
of Restrictions and all the terms and provisions hereof.

IN WITNESS WHEREOF the undersigned have caused these
presenta to be signed in their corporate names by their proper officers this
25th day of March, 1960.

ARVIDA CORPORATION

By John D. Weir
Vice President
Attest: Robert B. Cole
Assistant Secretary

ARVIDA REALTY CO.

By John D. Weir
President
Attest: Robert B. Cole
Assistant Secretary

KENTALL CENTER, INC.

By John D. Weir
Vice President
Attest: Robert B. Cole
Assistant Secretary

DAVAL CO.

By John D. Weir
Vice President
Attest: Robert B. Cole
Assistant Secretary

WESTLAND, INC.

By John D. Weir
Vice President
Attest: Robert B. Cole
Assistant Secretary

GENERAL WATERWORKS CORPORATION

By [Signature]
President

Attest: James A. Jennings
Secretary

PENINSULA UTILITIES CORPORATION

By [Signature]
President

Attest: James A. Jennings
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF DADE)

Before me, the undersigned authority, personally appeared JOHN H. WEIR, and ROBERT B. COLE, Vice President and Assistant Secretary, respectively, of ARVIDA CORPORATION, a Delaware corporation, KENDALL CENTER, INC., DAWAL CO., and WESTLAND, INC., all Florida corporations, and President and Assistant Secretary, respectively, of ARVIDA REALTY CO., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporations, and that the said instrument is the act and deed of said corporations.

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, this 28th day of March, 1960.

[Signature]
Notary Public State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large.
My Commission Expires: 1-1-61
Bonded by American Surety Co. of N.Y.

2031-658

STATE OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA)

Before me, the undersigned authority, personally appeared
WILLIAM H. BRYAN, JR. and JOHN A. BRYAN
President, and Secretary, respectively, of GENERAL
WATERWORKS CORPORATION, a Delaware corporation, to me known to
be the persons who signed the foregoing instrument as such officers and
severally acknowledged the execution thereof to be their free act and deed as
such officers for the uses and purposes therein mentioned and that they
affixed thereto the official seal of said corporation, and that the said instrument
is the act and deed of said corporation.

WITNESS my signature and official seal at Philadelphia
in the County of Philadelphia and State of Pennsylvania this 10th
day of April, 1960.

[Signature]
Notary Public State of Pennsylvania
My commission expires: 12/31/61

STATE OF FLORIDA)
COUNTY OF DADE)

Before me, the undersigned authority, personally appeared
E. B. Leathersman and James A. Jennings
President, and Asst. Secretary, respectively, of PENINSULA
UTILITIES CORPORATION, a Florida corporation, to me known to be the
persons who signed the foregoing instrument as such officers and severally
acknowledged the execution thereof to be their free act and deed as such
officers for the uses and purposes therein mentioned and that they affixed
thereto the official seal of said corporation, and that the said instrument is
the act and deed of said corporation.

WITNESS my signature and official seal at Miami
in the County of Dade and State of Florida, this 10th day of April,
1960.

State of Florida, County of Dade.

This instrument was filed for record on the 2nd day of April 1960 at 1:45 PM and duly recorded in OFFICIAL RECORDS
Book 2-231 on Page 68 2-File EGA 78049 My commission expires:

E. B. LEATHERSMAN

Notary Public

[Signature]

dic 114

RECORDED, MAY 10, 1960, 10:00 AM, BY E. B. LEATHERSMAN, NOTARY PUBLIC, MIAMI, FLORIDA

DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, ARVIDA CORPORATION, a Delaware corporation, ARVIDA REALTY CO., KENDALL CENTER, INC., DAWAL CO., and WESTLAND, INC., all Florida corporations, all of said corporations being hereinafter referred to collectively as "Arvida," by Agreement and Declaration of Restrictions dated March 25, 1960, and recorded in Official Records Book 7031 at Page 682, under Clerk's File No. 60R-78043, Public Records of Dade County, Florida, did prescribe, declare and establish certain agreements, covenants, restrictions and conditions therein set forth to be covenants running with the land then or thereafter owned by said corporations in a certain area in Dade County, Florida, described as follows:

(a) In Township 54 South, Range 39 East

All of Sections 25, 34, 35 and 36;

(b) In Township 54 South, Range 40 East

All of Section 30 lying South of Snapper Creek Canal;

All of Sections 31 and 32;

All of Section 33, EXCEPTING AND EXCLUDING

Tracts 97 to 102, inclusive, and Tracts 123 to 128, inclusive, of Dade County Development Company's Subdivision of Section 33, Township 54 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 1, page 84, of the Public Records of Dade County, Florida.

EXCEPTING AND EXCLUDING

All that part of Tract 86 lying South of Snapper Creek Canal and Tracts 103, 104, 105, 106, 107, 118, 119, 120, 121 and 122 in Section 33, Township 54 South, Range 40 East, according to the Plat of Dade County Development Company's Subdivision

as recorded in Plat Book 1, page 84, of the Public Records of Dade County, Florida, also Lots 5 to 25, inclusive, in Block 1, Lots 1 to 25, inclusive, in Block 2; Lots 1 to 23, inclusive, in Block 3, and Lots 1 to 23, inclusive, in Block 4, of Coral Shore, a Subdivision according to the Plat thereof, recorded in Plat Book 20, page 62, of the Public Records of Dade County, Florida.

All of Section 34 lying South of Brown Drive;

All of the S 1/2 of Section 35 lying westerly of the Florida East Coast Railway Spur Line right-of-way, EXCEPTING AND EXCLUDING

All of the S 3/4 of the SW 1/4 of Section 35, Township 54 South, Range 40 East, lying South of the Southerly right-of-way line of Snapper Creek Canal, less the East 30 feet of the SE 1/4 of the SE 1/4 of the SW 1/4 of said Section 35 lying Northwesterly of the F. E. C. Railway Right-of-way and that part of the S 3/4 of the W 1/4 of the SE 1/4 of said Section 35 lying West of the F. E. C. spur tracks and south of the South right-of-way line of Snapper Creek Canal, Dade County, Florida.

(c) In Township 55 South, Range 39 East

All of Sections 1, 2, 3, 10, 11, 12, 13, 14 and 15.

(d) In Township 55 South, Range 40 East

All that part of Sections 3, 10 and 15 lying West of the Florida East Coast Railway right-of-way;

All of Sections 4, 5, 6, 7, 8, 9, 16, 17 and 18.

All that part of Section 2 lying West of the Florida East Coast Railway right-of-way, EXCEPTING AND EXCLUDING

All of the S 3/4 of the SW 1/4 of Section 35, Township 54 South, Range 40 East, lying North of the Northerly right-of-way line of Snapper Creek Canal, subject to the East 35 feet thereof to be dedicated;

AND ALSO EXCEPTING AND EXCLUDING

All that part of the E 3/4 of the N 1/2 of the N 7 1/4 of Section 2, Township 55 South, Range 40 East, lying north and west of the F. E. C. Railway right-of-way less the north 50 feet for road purposes and all that part of the NW 1/4 of the SE 1/4 of the NW 1/4 of Section 2, Township 55 South, Range 40 East, lying north and west of the F. E. C. Railway right-of-way less begin at the N. W. corner of the SE 1/4 of the NW 1/4 of Section 2, Township 55 South, Range 40 East, run southerly 371.38 feet along the west line of the SE 1/4 of the NW 1/4 of said Section 2 to the point of intersection of

the northwesterly right-of-way line of the F. E. C. Railway, thence run northeasterly 210 feet along the northwesterly line of the F. E. C. Railway to a point, thence run northwesterly 300 feet at right angles to said Northwesterly R. O. W. line of F. E. C. Railway to a point, thence run southwesterly 558.83 feet on a line 300 feet parallel at right angles of the said northwesterly R. O. W. line of the F. E. C. Railway to point of intersection of the west line of the NE 1/4 of the NW 1/4 of said section 2, thence run southerly 19.88 feet to the Point of Beginning.

AND ALSO EXCEPTING AND EXCLUDING

And begin at the northwest corner of the NW 1/4 of the NW 1/4 of the NE 1/4 of Section 2, Township 55 South, Range 40 East, thence east along the north line of the NW 1/4 NW 1/4 NE 1/4 of said Section 2 for a distance of 338.8 feet to a point, thence south parallel to the west line of the NE 1/4 of the said Section 2 for a distance of 279.51 feet to the intersection thereof with the northwesterly R. O. W. line of the F. E. C. Railway, thence southwesterly along the northwesterly R. O. W. line of the F. E. C. Railway for a distance of 450.6 feet, more or less, to the intersection thereof with the west line of the NE 1/4 of said Section 2, thence north along the west line of the NE 1/4 of said Section 2 for a distance of 572 feet to the Point of Beginning, less the North 50 feet thereof reserved for road purposes, Dade County, Florida,

which lands were referred to therein as Service Area Lands; and

WHEREAS, questions have been raised concerning the intent and effect of said Agreement and Declaration of Restrictions; and

WHEREAS, said Agreement and Declaration of Restrictions was not and is not intended to be notice of or an assertion of any claim by Arvida to any Service Area Lands, but rather was and is intended only to be notice of certain covenants therein described which are to apply only to lands lying within the areas described therein which were then or thereafter owned of record by the above corporations; and

WHEREAS, Arvida desires to clarify said Agreement and Declaration of Restrictions;

NOW, THEREFORE, Arvida warrants, declares, covenants and agrees, that said Agreement and Declaration of Restrictions was not and is not nor shall it ever be notice of any claim of or by said Arvida Corporation, Arvida Realty Co., Kendall Center, Inc., Dawal Co. or Westland, Inc. to

any land lying within the area described therein as Service Area Lands, and further that said instrument was intended only as notice of certain covenants to run with all lands then or thereafter owned of record by said corporations lying within the area therein described.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed in their corporate names by their proper officers this 28th day of December, 1960.

ARVIDA CORPORATION

By John I. Weis
Vice President

Attest: Robert B. Bule
Assistant Secretary

ARVIDA REALTY CO.

By John I. Weis
President

Attest: Robert B. Bule
Assistant Secretary

KENDALL CENTER, INC.

By John I. Weis
Vice President

Attest: Robert B. Bule
Assistant Secretary

DAWAL CO.

By John I. Weis
Vice President

Attest: Robert B. Bule
Assistant Secretary

WESTLAND, INC.

By John I. Weis
Vice President

Attest: Robert B. Bule
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared JOHN H. WEIR, and ROBERT B. COLE, Vice President and Assistant Secretary, respectively, of ARVIDA CORPORATION, a Delaware corporation, KENDALL CENTER, INC., DAWAL CO., and WESTLAND, INC., all Florida corporations, and President and Assistant Secretary, respectively, of ARVIDA REALTY CO., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporations, and that the said instrument is the act and deed of said corporations

WITNESS my signature and official seal at Miami, in the County of Dade and State of Florida, this 17 day of December, 1960.



Notary Public State of Florida at Large

My commission expires:

Notary Public, State of Florida, Term
My Commission Expires
Noted by Notary Public, State of Florida

State of Florida, County of Dade.
This instrument was filed for record the 17 day of December
1961 at 1:17 PM and duly recorded in OFFICIAL RECORDS
Book 2427 on Page 24 File #61R-1718

E. B. LEATHERMAN
Clerk Circuit Court

By [Signature] D. C.

6/c 1/7

5

MERSON, SAWYER, JOHNSTON, SIMMONS & DUNWOODY, FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

WITNESSETH

THIS AGREEMENT, made and entered into this 17th day of
January, 1948, by and between HEITLER CHESTNUT LUMBER COMPANY, a New Jersey
Corporation authorized to do business in Florida hereinafter called "Developer"
and PENINSULA UTILITIES CORPORATION, hereinafter called "Service Company."

WITNESSETH

WHEREAS, Developer owns the following described property in Dade
County, Florida to wit:

Beginning at the Southeast corner of Tract 2, Heitler Homes
Sunset Park Section Four, according to the plat thereof as
recorded in Plat Book 74, Page 24, of the Public Records of
Dade County, Florida, thence S 89° 58' 26" W along the South
line of said Tract 2 for a distance of 232.20 feet to the South-
west corner of said Tract 2; thence S. 2° 00' 34" E along the East
line of SW 94th Place as dedicated for a distance of 61.45 feet
to a point of curvature; thence Southeasterly along the arc of a
circular curve to the left, having a radius of 75 feet and a central
angle of 35° 29' 22", for a distance of 46.46 feet to a point
of tangency; thence S 27° 25' 16" E. for a distance of 75.00
feet; thence S 52° 30' 04" W for a distance of 75.00 feet; thence
S 37° 29' 36" E for a distance of 46.42 feet to a point of curvature;
thence Southeasterly and Southerly along the arc of a circular
curve to the right, having a radius of 174.71 feet and a central
angle of 43° 55' 43", for a distance of 133.95 feet to the north-
west corner of a previously dedicated Park site, thence N 87° 02' 39"
E along the North line of site for a distance of 119.79 feet
(Park Site Deed-120 feet); thence N 5° 39' 19" E along the West
line of said Park Site for a distance of 166.50 feet to the North-
west corner of the South 2 1/2 of Tract 13, Dade County Development
Company's Subdivision, Plat Book 2, Page 84, Public Records of Dade
County, Florida, thence N 2° 00' 34" W along the West line of
said Tract 13, also being the East line of Tract 14 of the last
mentioned subdivision, for a distance of 177.42 feet to the
Point of Beginning, all of the foregoing described land lying
and being in Dade County, Florida, and containing 1.438 acres,
more or less.

and

Beginning at the Southwest corner of Tract 1, Heitler
Homes Sunset Park Section Four, according to the plat thereof
recorded in Plat Book 74, Page 24, of the Public Records of Dade
County, Florida, thence S 2° 00' 34" E along the West line of
SW 94th Place as dedicated for a distance of 61.45 feet to a
point of curvature, thence Southeasterly along the arc of a
circular curve to the left, having a radius of 75 feet and a
central angle of 35° 29' 22", for a distance of 46.46 feet to
a point of tangency, thence N 27° 25' 16" E for a distance of
75.00 feet, thence N 52° 30' 04" E for a distance of 75.00 feet,
thence S 37° 29' 36" E, for a distance of 46.42 feet to a point
of curvature, thence Southeasterly and Southerly along the arc
of a circular curve to the right, having a radius of 174.71
feet and a central angle of 43° 55' 43", for a distance of 133.95
feet to a point of compound curvature; thence Southwesterly along
the arc of a circular curve to the right, having a radius of 1420.95 feet
and a central angle of 4° 00' 33", for a distance of 59.57 feet
to a point on the South line of Tract 14, Dade County Development
Company's Subdivision, Plat Book 2, Page 84, Public Records
of Dade County, Florida, thence S 87° 06' 47" E along the
South line of Tracts 14 and 15 of the last mentioned subdivision
for a distance of 292.30 feet; thence N 00° 34" W for a distance of 42.17
feet to the Southwest corner of Tract 1 of aforesaid Heitler
Homes Sunset Park Section 4; thence N 87° 59' 28" E along the

A G E N D A

THIS AGREEMENT, made and entered into this 17th day of January, 1948, by and between **WITTEN CONSTRUCTION COMPANY**, a New Jersey Corporation authorized to do business in Florida hereinafter called "Developer" and **PENINSULA UTILITIES CORPORATION**, hereinafter called "Service Company."

WITNESSETH

WHEREAS, Developer owns the following described property in Dade County, Florida to wit:

Beginning at the Southwest corner of Tract 2, Haffler Homes Sunset Park Section Four, according to the plat thereof as recorded in Plat Book 74, Page 74, of the Public Records of Dade County, Florida, thence S 89° 58' 26" W along the South line of said Tract 2 for a distance of 232.20 feet to the Southwest corner of said Tract 2; thence S. 2° 00' 36" E along the East line of SW 94th Place as dedicated for a distance of 61.43 feet to a point of curvature; thence southeasterly along the arc of a circular curve to the left, having a radius of 75 feet and a central angle of 35° 29' 22", for a distance of 46.46 feet to a point of tangency; thence S 37° 25' 50" E. for a distance of 75.00 feet; thence S 57° 30' 04" W for a distance of 25.00 feet; thence S 37° 25' 50" E for a distance of 46.42 feet to a point of curvature; thence southeasterly and southerly along the arc of a circular curve to the right, having a radius of 174.71 feet and a central angle of 43° 55' 43", for a distance of 133.95 feet to the Northwest corner of a previously dedicated Park site, thence N 87° 02' 59" E along the North line of site for a distance of 119.79 feet (Park Site Deed-170 feet); thence N 3° 39' 19" E along the West line of said Park Site for a distance of 166.50 feet to the Northwest corner of the South 27½ of Tract 13, Dade County Development Company's Subdivision, Plat Book 1, Page 84, Public Records of Dade County, Florida, thence N 2° 00' 34" W along the West line of said Tract 13, also being the East line of Tract 14 of the last mentioned subdivision, for a distance of 177.62 feet to the Point of Beginning, all of the foregoing described land lying and being in Dade County, Florida, and containing 1.430 acres, more or less.

AND

Beginning at the Southwest corner of Tract 1, Haffler Homes Sunset Park Section Four, according to the plat thereof as recorded in Plat Book 74, Page 74, of the Public Records of Dade County, Florida, thence S 2° 06' 34" E. along the West line of SW 74th Place as dedicated for a distance of 61.43 feet to a point of curvature; thence southeasterly along the arc of a circular curve to the left, having a radius of 175 feet and a central angle of 35° 29' 22", for a distance of 100.40 feet to a point of tangency; thence N 37° 29' 56" E for a distance of 75.00 feet; thence N 57° 30' 04" E for a distance of 25.00 feet; thence S 37° 29' 56" E. for a distance of 46.42 feet to a point of curvature; thence southeasterly and southerly along the arc of a circular curve to the right, having a radius of 124.71 feet and a central angle of 43° 55' 43", for a distance of 93.61 feet to a point of compound curvature; thence Southwesterly along the arc of a circular curve to the right, having a radius of 1420.95 feet and a central angle of 4° 00' 53", for a distance of 99.57 feet to a point on the South line of Tract 14, Dade County Development Company's Subdivision, Plat Book 1, Page 84, Public Records of Dade County, Florida, thence S 87° 06' 47" W. along the South line of Tracts 14 and 15 of the last mentioned subdivision for a distance of 293.30 feet; thence N 00° 34" W for a distance of 442.12 feet to the Southwest corner of Tract 1 of aforesaid Haffler Homes Sunset Park Section 4; thence N 87° 58' 26" E along the

Handwritten initials: JH, CFX

the South line of said Tract 1 for a distance of 164.93 feet to the Southeast corner of said Tract 1 and the Point of Beginning, all of the foregoing described land lying and being in Bada County, Florida, and containing 2,462 acres, more or less.

hereinafter referred to as "Developer's Property", and is about to develop said land by constructing buildings, residences, and/or other improvements thereon; and,

WHEREAS, in order to meet requirements of certain federal and state and private agencies, including the Florida State Board of Health as to health requirements, and the Veterans Administration, the Federal Housing Administration and private lending agencies as to financing and other requirements, it is necessary that adequate water and sewer facilities be provided for and made available to each building and/or residence to be constructed on Developer's Property in order that water and sewer service may be provided to said buildings and residences and the occupants thereof; and,

WHEREAS, Developer, not desiring to provide an isolated water and sewer system for Developer's Property, desires the extension by Service Company of its water and sewer systems so that there will be available to Developer's Property and the buildings and residences constructed thereon from time to time, and the occupants thereof, adequate water and sewer service; and

WHEREAS, Service Company is willing to undertake the construction, installation and extension of its central water and sewer system, and thereafter to operate such systems so that all buildings and/or residences constructed on Developer's Property by Developer or by any person, firm or corporation holding by, through, or under Developer, may have furnished to them and to their occupants an adequate domestic water supply and sewage disposal service, subject to all the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings and Agreements herein contained and assumed, Developer and Service Company hereby covenant and agree as follows:

1. Developer hereby grants and gives to Service Company, its successors and assigns, the exclusive, perpetual right, privilege, and easement to construct, reconstruct, install, lay, operate, maintain, repair, replace, improve, alter, remove, relocate, and inspect water transmission and distribution and sanitary sewage collection and interceptor mains, pipe lines, lateral lines, lift stations, manholes, valves, connections, and

[Handwritten signature]

appliance equipment over, across and under the present and future streets, roads, terraces, alleys, and other public places to be shown on a site plan of Developer's Property or provided for in agreements independent of said site plan or in dedications or otherwise (all of the foregoing hereinafter being called "Easement Areas"), together with the full use, occupation, and enjoyment thereof for the above described purposes, and all rights and privileges incident thereto, including the right to ingress and egress to all of the said easement areas. Prior to or simultaneously with the execution of this agreement, or thereafter at the option of Service Company, Developer shall upon the request of Service Company execute a grant or grants of easement, in recordable form to be approved by Service Company, specifically designating the Easement Areas granted in this paragraph. Nothing contained in this Agreement shall prevent Developer or any subsequent owner of Developer's Property from granting exclusive or non-exclusive rights, privileges, and/or easements to any other persons for the furnishing of utility services other than water and sewer service, provided that Service Company's use, occupation and enjoyment of its easements are not interfered with.

2. Provided that Developer is not in default under the terms of this Agreement, Service Company shall extend its central sanitary sewerage system (hereinafter referred to as "sewer system" or "sewer system") and its water supply and distribution system (hereinafter called "water system") (including water meters, meter boxes and all necessary or required collection and distribution lines or other facilities, as shown on plans prepared by Service Company, so that Developer's property will be provided in the manner herein set forth with sewage disposal and water supply satisfactory to and meeting with the approval of all public governmental, or other agencies having supervision, regulation, direction, or control of such sewerage system and water system and services rendered in connection therewith, including without limitation the Veterans Administration and the Federal Housing Administration. Service Company shall not be obligated to extend its lines or furnish any service to any Building which may be built on Developer's Property to which it does not have access from an Easement Area. Prior to the time that Service Company is required to commence the installation of its mains or lines or to perform any installation work under the terms of this

[Handwritten signature]

Agreement on any particular Easement Area, Developer shall at its own expense establish the lines and grades of the lands within such Easement Area, including all building corner stakes required for the water and sewer systems and shall bring such lands to finish and grade for the entire width of the easement right-of-way, and shall remove from said lands all obstructions including without limitation buildings, rubble and debris, trees, shrubs, and high ground. Developer agrees that all filled areas where water and sewer facilities may be installed will meet with all Governmental, FMA and VA requirements. When material excavated for installation of either water or sewer systems is found by Service Company, governmental agency, or developer, to be unsuitable for use as backfill, Developer will remove the unsuitable material and provide suitable material at the job site.

3. Developer, its successors or assigns, shall at its own cost or expense, connect the water pipes and sewer pipes of each dwelling or other building constructed on Developer's Property to the lines, mains or services of, respectively, the water system and sewer system which have been provided for each of said buildings. Service Company shall not charge Developer, its successors, assigns, or any subsequent owner of any land within Developer's Property, or any occupant of such land, any tapping charge, connection fee, or charge for installing one 5/8" meter, provided that before water and sewer service for other than construction purposes is actually begun Service Company may require that the owner or occupant of any land within Developer's Property shall enter into a written service contract or agreement for water and sewer service, and may require a reasonable deposit to guarantee the payment for such service. Tapping fees for meters larger than 5/8" shall be in accordance with approved schedules.

4. Developer, its successors or assigns, shall at its own cost or expense, connect the water pipes and sewer pipes to the lines, mains or service of, respectively, the water system and sewer system which have been provided for each building. Sewer connections and sewer pipe to said buildings shall meet Service Company's standards and approval.

5. Developer agrees with Service Company that the water system and sewer system installed pursuant to the terms hereof shall at all times remain the sole complete, and exclusive property of Service Company, its successors and assigns, and under the exclusive control and operation of Service Company.

[Handwritten signature]

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6. Developer agrees that nothing as Service Company is performing its work according to schedule under this Agreement, there shall be no construction of any sort in the easement area that interferes with Service Company's work as provided under this Agreement. If Developer constructs any roads, streets, or other facilities before the time that Service Company is to have completed its installation of the water system and sewer system, or before such work has actually been performed and Service Company is required to repave such roads or streets or repair other facilities, then the amount of the additional cost incurred by Service Company shall be paid by Developer to Service Company in addition to any other amounts specified to be paid under this Agreement. Developer shall be responsible for any breakage or other damage to the systems installed by Service Company from time of completion and/or testing of such systems until completion of all roads, paving, drainage and all construction within the right-of-way, easement area, or adjacent areas.

7. In consideration of Service Company's complying with and performing its obligations under this Agreement, Developer shall advance toward the costs of the construction, installation, and extension of Service Company's water system and sewer system to the buildings to be built on Developer's Property the following sums in the following manner:

A. Developer shall pay Service Company the sum of Fourteen Thousand Five Hundred Fifty-six Dollars (\$14,556.00) payable in the following installments:

- a. One Thousand Four Hundred Fifty-six Dollars (\$1,456.00) with the signing of this Agreement, receipt of which is hereby acknowledged.
- b. Two Thousand One Hundred Eighty-five Dollars (\$2,185.00) at start of Service Company's construction.
- c. Ten Thousand Nine Hundred Fifteen Dollars (\$10,915.00) at completion of Developer's construction, but prior to occupancy of first building.

B. It is mutually agreed and understood that the prices herein are good for a period of one year from the date hereof. Subsequently, the prices shall be revised to reflect any change in the costs of labor and material as supported by Service Company's records.

C. Provided Developer is not in default of the payments required herein, Service Company, for a period of eight years, shall refund to

Developer an amount equal to three times the first year's gross revenue from any metered water service for a bonafide consumer connected to the water system installed pursuant to the terms of the contract, to a limit of One Thousand Seven Hundred Forty Eight Dollars (\$1,748.00).

8. The money required in Paragraph 7 to be paid by Developer to Service Company shall be and henceforth shall be exclusive property of Service Company subject only to the refunds described herein.

9. Service Company specifically makes no representations or warranty as to any liability for possible injury to Developer created by Force Majeure and is to make no payments to Developer. The term "Force Majeure" as employed herein shall be Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or rights-of-way on reasonable terms, acts of public authorities, or any other causes, whether or not of the same kind as enumerated herein, not within the control of Service Company and which by exercise of due diligence Service Company is unable to overcome.

10. This Agreement shall not in any manner whatsoever, prohibit or prevent Service Company from extending its sewer or water facilities in or to areas not referred to herein to serve other developers or consumers, so long as said extensions and the furnishing of said services do not interfere with the furnishing of the services provided for by this Agreement.

11. The provisions of this Agreement shall not be construed as establishing a precedent in connection with the amount or basis of contributions made by a developer or other customer or the acceptance thereof on the part of the Service Company on other lands that may be required hereafter by Developer and which are not presently covered by the within Agreement.

12. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Service Company, made with respect to the properties described on Pages 1 and 2 hereof.

13. Service Company's obligations under this Agreement are contingent upon its obtaining approval from all concerned governmental agencies and obtaining easements, required to provide service, through lands owned by others.

WITNESS the due execution hereof this 17th day of January, 1968.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
As to Developer

[Signature]
As to Service Company

HEFTLER CONSTRUCTION COMPANY

BY [Signature]
Vice President

Attorney:
[Signature]
Assistant Secretary

PENINSULA UTILITIES CORPORATION

BY [Signature]
Vice President

Attorney:
BY [Signature]
Secretary

State of
County of

I hereby certify that on this 17th day of January, 1968, before me personally appeared Roger Heftler, Vice President and Michael Lemo, Asst. Secretary, respectively of Heftler Construction Company, a New Jersey Corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.

[Signature]
Notary Public, State of
My Commission expires: 17, 1970

State of Florida
County of Dade

I hereby certify that on this 17 day of JAN 1968, before me personally appeared E. F. Kellermann, Vice President and D. S. Culburn, Secretary, of Peninsula Utilities Corporation, a Florida Corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and they they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

My Commission expires:

[Signature]
Notary Public, State of Florida at Large

State of Florida, County of Dade.

This instrument was filed for record the 17 day of Jan 1968 at 5:00 P.M. and duly recorded in OFFICIAL RECORDS Book 5797 on Page 247 File # SSR 12365

E. B. LEATHERMAN
Clerk of Court

[Signature]

13. The obligations of the parties under this Agreement are contingent upon its obtaining approval from the concerned governmental agencies and obtaining easements, required to provide service, through lands owned by others.

WITNESS, the due execution hereof this 17th day of January, 1968.

Signed, Sealed and Delivered in the Presence of:

[Signature]
As to Developer

[Signature]
As to Service Company

HEITLER CONSTRUCTION COMPANY

BY [Signature]
Vice President

Attest:
[Signature]
Assistant Secretary

PENINSULA UTILITIES CORPORATION

BY [Signature]
Vice President

Attest:
BY [Signature]
Secretary

State of
County of

I hereby certify that on this 17th day of January, 1968, before me personally appeared Roger Heitler, Vice President and Secretary, respectively of Heitler Construction Company, a New Jersey Corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.

My Commission expires: [Signature]
Notary Public, State of Florida

State of Florida
County of Dade

I hereby certify that on this 17 day of JAN, 1968, before me personally appeared E. F. Kellermann, Vice President and Secretary, of Peninsula Utilities Corporation, a Florida Corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

My Commission expires: [Signature]
Notary Public, State of Florida at Large

State of Florida, County of Dade.
This instrument was filed for record the 19 day of Jan, 1968 at 5:00 PM, and duly recorded in OFFICIAL RECORDS Book 5197 on Page 247 File # 68R 12365

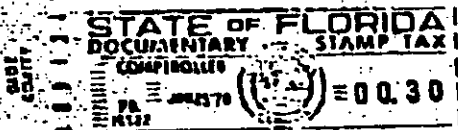
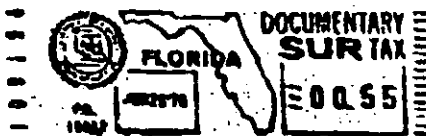
State of Florida, County of Dade.
This instrument was filed for record the 19 day of Jan, 1968 at 5:00 PM, and duly recorded in OFFICIAL RECORDS Book 5197 on Page 247 File # 68R 12365

E. B. LEATHERMAN
Clerk Circuit Court

EASEMENT

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, receipt of which is hereby acknowledged, HEFTLER REALTY COMPANY and GACL, INC., owners of the hereinafter described lands, hereby grants and gives to GENERAL WATERWORKS CORPORATION, a Delaware Corporation, its successors and assigns, the right and privilege to construct, operate and maintain water transmission and distribution and sanitary sewage collection systems and associated appurtenant equipment over, across and under the following described lands in Dade County, Florida to wit:

Begin at the SE corner of Tract 14 according to DADE COUNTY DEVELOPMENT SUBDIVISION Plat Book 1 at Page 84 of the Public Records of Dade County, Florida; Run southerly along a line bearing S. 2° 00' 34" East a distance of 85 feet to the South line of City of Miami water easement, said Point being the Point of Beginning; Starting at the Point of Beginning, thence North 87° 06' 47" East along the South line of said City of Miami water easement, a distance of 329.94 feet to a point, said point being on the East line of Tract 20 Plat Book 1 Page 84; thence South 2° 03' 26" East a distance of 5' 3.12 feet to the Southeast corner of Tract 20 Plat Book 1 Page 84; thence South 87° 10' 55" West a distance of 660.62 feet to the Southwest corner of Tract 19 Plat Book 1 Page 84; thence run North 1° 58' 26" West a distance of 557.34 feet to a point on the South line of City of Miami water easement; thence North 87° 06' 47" East along South line of said City of Miami water easement a distance of 329.94 feet to the Point of Beginning; said land lying and being in Dade County, Florida as shown on a Survey prepared by Baldwin & Associates, Inc. 5-5-69.



WITNESS, the due execution hereof this 25th day of

May, 1970.

Signed, Sealed and Delivered
in the presence of:

Richard B. Lichtenstein
Witness

Caroline Oshropoff
Witness

HOSPITAL REALTY COMPANY, INC.

BY Roger [Signature]

TITLE Secretary



Sworn and subscribed to before me this 25th day of

May, 1970.

Caroline Oshropoff
Notary Public, State of Florida - at Large
My commission expires July 4, 1973

Signed, Sealed and Delivered
in the presence of:

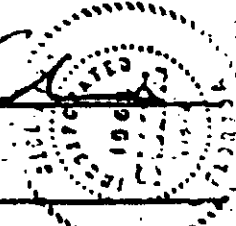
Frank Q. Meddof
Witness

Edith Linton
Witness

GALL, INC.

BY Robert [Signature]

TITLE President



Sworn and subscribed to before me this 25th day of

May, 1970.

Josh [Signature]

Notary Public, State of Florida at Large

My commission expires: July 4, 1973



This Instrument Prepared by:
Richard B. Lichtenstein
1826 Ponce de Leon Boulevard
Coral Gables, Florida 33134

RECORDED IN OFFICE, RECORDING BOOK
OF DEEDS, BOOK 1, PAGE 1000
E. H. LEATHERMAN
CLERK COUNTY COURT
[Signature]

70 SEP 28 PM 2:59

PARTIAL RELEASE OF EASEMENT

5988 653

GENERAL WATERWORKS CORPORATION, a Delaware Corporation, the owner and holder of an Easement dated May 25, 1970 and recorded in Official Records Book 6897, Page 876 of the Public Records of Dade County, Florida, hereby releases said Easement as to the following described property:

Begin at the SE corner of Tract 14 according to "Dade County Development Company", Plat Book 1 at Page 84 of the Public Records of Dade County, Florida; run Southerly along a line bearing $S02^{\circ}00'14"E$ a distance of 85 feet to the South line of City of Miami water easement, said point being the point of beginning; starting at the point of beginning, thence $N87^{\circ}06'47"E$ along the South line of said City of Miami water easement, a distance of 329.94 feet to a point, said point being on the East line of Tract 20 Plat Book 1, Page 84; thence $S02^{\circ}03'26"E$ a distance of 558.12 feet to the Southeast corner of Tract 20 Plat Book 1, Page 84; thence $S87^{\circ}10'55"W$ a distance of 660.52 feet to the Southwest corner of Tract 19, Plat Book 1, Page 84; thence run $N01^{\circ}58'26"W$ a distance of 557.34 feet to a point on the South line of City of Miami water easement; thence $N87^{\circ}06'47"E$ along the South line of said City of Miami water easement a distance of 329.94 feet to the point of beginning; said land lying and being in Dade County, Florida.

with the exception of:

- "A" - The West 520 feet of the North 20 feet of the South 45 feet of TRACTS 19 and 20;
- "B" - The West 23 feet less the South 45 feet and less the North 129 feet of TRACT 19;
- "C" - The West 465 feet of the South 20 feet of the North 129 feet of TRACTS 19 and 20;
- "D" - The East 13.5 feet of the West 316.60 feet less the South 45 feet and less the North 129 feet of TRACT 19;

All of the above tracts lying in DADE COUNTY DEVELOPMENT COMPANY, according to the plat thereof recorded in Plat Book 1, at Page 84, of the Public Records of Dade County, Florida,

and hereby agrees that from and after the date hereof the above described property shall be freed of said Easement and the rights and privileges therein. This release applies only to the property specifically described herein and in no way affects other lands, if any, covered by said Easement.

IN WITNESS WHEREOF, the said GENERAL WATERWORKS CORPORATION has caused this Partial Release of Easement to be signed in its name by its Vice President and its corporate seal to be affixed, attested by its Assistant Secretary, this 25 day of September 1970.

Signed, sealed and delivered in the presence of:

GENERAL WATERWORKS CORPORATION

Richard B. Lichtenstein

BY Richard B. Lichtenstein
VICE PRESIDENT

Richard B. Lichtenstein

ATTEST: Richard B. Lichtenstein
ASST. SECRETARY

STATE OF FLORIDA, COUNTY OF DADE: SS

(Corporate Seal)

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared C. L. Foyen and Richard B. Lichtenstein to me known and known to me to be the persons described in and who executed the foregoing instrument as its President and Assistant Secretary, respectively, of the corporation named therein, and severally acknowledged before me that they executed the same as such officer in the name and on behalf of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 25 day of September 1970.

My Commission Expires: SEP 28 1971

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

This Instrument Prepared by:
Richard B. Lichtenstein
1826 Ponce de Leon Boulevard
Coral Gables, Florida 33134



70 SEP 28 PM 2:59

PARTIAL RELEASE OF EASEMENT

1970-9-28

GENERAL WATERWORKS CORPORATION, a Delaware Corporation, the owner and holder of an Easement dated May 25, 1970 and recorded in Official Records Book 6897, Page 216 of the Public Records of Dade County, Florida, hereby releases said Easement as to the following described property:

Begin at the SE corner of Tract 19 according to "Dade County Development Company", Plat Book 1 at Page 84, of the Public Records of Dade County, Florida; run Southerly along a line bearing $179^{\circ}06'41''$ a distance of 85 feet to the South line of City of Miami water easement, said point being the point of beginning; starting at the point of beginning, thence $S17^{\circ}06'41''$ along the South line of said City of Miami water easement, a distance of 329.94 feet to a point, said point being on the East line of Tract 20 Plat Book 1, Page 84, thence $S02^{\circ}03'26''$ a distance of 358.11 feet to the Southeast corner of Tract 20 Plat Book 1, Page 84; thence $S87^{\circ}10'55''$ a distance of 660.52 feet to the Southwest corner of Tract 19, Plat Book 1, Page 84; thence run $N02^{\circ}58'26''$ a distance of 357.34 feet to a point on the South line of City of Miami water easement; thence $N87^{\circ}06'41''$ along the South line of said City of Miami water easement a distance of 329.94 feet to the point of beginning; said land lying and being in Dade County, Florida;

with the exception of:

"A" - The West 520 feet of the North 20 feet of the South 45 feet of TRACTS 19 and 20;

"B" - The West 23 feet less the South 45 feet and less the North 129 feet of TRACT 19;

"C" - The West 165 feet of the South 20 feet of the North 129 feet of TRACTS 19 and 20;

"D" - The East 13.5 feet of the West 316.04 feet less the South 45 feet and less the North 129 feet of TRACT 19;

All of the above tracts lying in DADE COUNTY DEVELOPMENT COMPANY, according to the plat thereof recorded in Plat Book 1, at Page 84, of the Public Records of Dade County, Florida,

and hereby agrees that from and after the date hereof the above described property shall be freed of said Easement and the rights and privileges therein. This release applies only to the property specifically described herein and in no way affects other lands, if any, covered by said Easement.

IN WITNESS WHEREOF, the said GENERAL WATERWORKS CORPORATION has caused this Partial Release of Easement to be signed in its name by its Vice President and its corporate seal to be affixed, attested by its Assistant Secretary, this 28 day of September 1970.

Signed, sealed and delivered in the presence of:

GENERAL WATERWORKS CORPORATION

Richard H. Lichtenstein

BY Richard H. Lichtenstein
VICE PRESIDENT

Richard H. Lichtenstein

ATTEST: Richard H. Lichtenstein
ASST. SECRETARY

STATE OF FLORIDA, COUNTY OF DADE: SS

(Corporate Seal)

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Richard H. Lichtenstein to me known and known to me to be the persons described in and who executed the foregoing instrument as its Vice President and Assistant Secretary, respectively, of the corporation named therein, and severally acknowledged before me that they executed the same as such officer in the name and on behalf of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 28 day of September 1970.

My Commission Expires: September 28, 1971
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE

This Instrument Prepared by:
Richard H. Lichtenstein
1926 Tonce de Leon Boulevard
Coral Gables, Florida 33134

SEP -6 PM 4 14

5R274853

GRANT OF EASEMENT

OFF REC 12630 PG 547

45

WHEREAS Park Hill Limited Partnership, a Maryland limited
partnership ("Grantor"), owning all those certain lands situate in the County of
DE, State of FLA., and divided into blocks, lots, streets, alleys,
utility easements, highways and public places, all as described in and shown on Map or
titled "Tract No. _____", and recorded in Book _____
at Pages _____, inclusive, Records of said County, desires to make
provisions for television cable service by DADE CABLE TELEVISION, INC. ("Grantee").
NOW, THEREFORE, the Grantor, for good and valuable consideration, does hereby
to the Grantee, its successors and assigns, rights of way, easements and free access
across and egress to these premises and every part thereof at all times for the purpose
installing, maintaining and operating its cable television system in the area described as:
236 S.W. 99th Cr. Miami, FL. 33173 (PARK HILL APTS consisting
of 264 units)
and people will have the right to solicit door to door

Grantee will place its equipment for cable service in the described fashion and
manner. Grantee agrees to install and maintain its equipment in an orderly manner with as
little inconvenience as possible. Any areas disturbed will be restored to their original
condition or better.

Witnessed: May 23, 1985. Park Hill Limited Partnership
By: GMD Investments Limited Partnership
By: GMD Properties II, Inc., General Partner
By: [Signature] President

145
By: [Signature] 9/6/85

By: [Signature] Grantee

DATE OF

145
By: [Signature] 9/6/85

LEBAN FORM 4000
JUN 14 1985
[Signature]

and official seal this 16th day of June, 1985.

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. MAR 21, 1988
BUREAU 2000 SEVEN 1234 5678

AGREEMENT for CABLE TELEVISION SERVICE, dated the 23rd day of May, 1985 entered into between DADE CABLE TELEVISION, INC. (STORER) and Hill Limited Partnership (ASSOCIATION).

WITNESSETH:

That WHEREAS, ASSOCIATION is the duly authorized and constituted representatives of the property known as Hill Limited Partnership, located at 7236 S.W. 97th Ct. FIA. 33173 and legally described as:

WHEREAS ASSOCIATION desires to have said premises wired for provision of cable vision service (CATV) and STORER is the franchised cable operator in the business providing such service and desires to furnish same to ASSOCIATION.

NOW THEREFORE, the parties hereto, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, do agree as follows:

1. STORER agrees to provide all necessary labor, materials and equipment to furnish CATV to the above described property at no cost to ASSOCIATION.
2. ASSOCIATION agrees that all such materials, equipment and property installed by STORER upon the above described real property in connection with furnishing CATV related services thereto, shall be and remain the sole property of STORER, and ASSOCIATION hereby waives for itself, its successors and assigns any claim which it may have in and to said property by reason of its being attached to the real property. STORER shall be entitled to quiet and peaceable possession of its said property at all times hereafter.
3. ASSOCIATION agrees to grant STORER, its successors and assigns, a perpetual easement for ingress and egress over, across and within the above described property in order to install, service, maintain, repair, and replace its equipment, and grants that ASSOCIATION is empowered to do same.
4. ASSOCIATION agrees that STORER will have the right to solicit unit owners and residents, door-to-door, with respect to the sale of CATV provided by STORER to the above described property, at reasonable times.
5. STORER agrees to install all equipment and materials in a manner approved by ASSOCIATION, and any areas disturbed will be restored to their original condition. STORER'S approval shall not be unreasonably withheld.
6. STORER agrees that, in the event said equipment and materials are removed from the above described property by STORER, any areas disturbed during such removal shall be restored to their original condition.
7. ASSOCIATION agrees not to move, disturb, alter or change any of STORER'S equipment or materials; and agrees to pay for any disturbance to STORER'S equipment or materials, caused by an action of ASSOCIATION, on a cost-plus time and materials basis.
8. STORER agrees to install and maintain its equipment in an orderly manner and provide free repair of same within a reasonable time from notification by ASSOCIATION.

ASSOCIATION agrees it will not make any claim against STORER for any inconvenience, loss, liability, or damage resulting from any failure or interruption of service, directly caused by or proximately resulting from any circumstances its control; including but not limited to failure of the television signal transmitter for any cause whatsoever; denial of use of poles or other facilities of a telephone company or power company; strike; labor dispute; fire; riot; invasion; war; aircraft; explosion; earthquake; wind; tornado; vandalism; or reduction of electricity; any mechanical failure or channel dislocation; or court order, law ordinance, civil or military, restricting or prohibiting use or operation of the cable television system by STORER.

10. THIS AGREEMENT shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto. The terms and conditions of this agreement shall be in force as long as STORER, its successors and assigns, actively hold a franchise to operate a cable television system in Dade County, Florida.

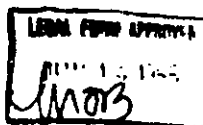
11. The attached GRANT of EASEMENT form is incorporated into and made a part of agreement.

Park Hill Limited Partnership
By: GMD Investments Limited Partnership
By: GMD Properties, II, Inc. General Partner

WITNESSES: Shirley Chidian BY: Sgt. T. W.
WITNESSES: Shirley Chidian ITS: President

WITNESSES: 6-14-81 DADE CABLE TELEVISION, INC.
WITNESSES: [Signature] BY: [Signature]
WITNESSES: Jim Pomerance ITS: Operations Manager

for an initial term of ten years and may be renewed for an additional five year period by mutual written agreement



A portion of Tracts 12, 13, 19 and 20, Dade County Development Company as recorded in Plat Book 1 of the Public Records of Dade County, Florida, lying in Section 33, Township 34 South, Range 40 East, being more particularly described as follows:

Begin at the Southwest corner of said Tract 19; thence N. 1°38'26" W., along the West line of said Tract 19, for 337.34 feet; thence N. 87°00'47" W., along a line 85.00 feet South of and parallel with the North line of said Tract 19 and 20, also being the Southern boundary of 20 85 feet City of Miami water easement, for 659.88 feet; thence S. 2°03'26" E., along the East line of said Tract 20, for 558.12 feet; thence S. 87°10'35" W., along the South line of said Tracts 19 and 20, for 660.62 feet to the Point of Beginning.

LESS AND EXCEPTING THEREFROM

The South 25.00 feet thereof (conveyed to Dade County Florida, for Right-of-way for S.W. 10th Street);

AND

Begin at the Southwest corner of Tract 2, METTLER HONES SUNSET PARK SECTION FOUR as recorded in Plat Book 76 at Page 26 of the Public Records of Dade County, Florida; thence S. 87°39'26" W., along the South line of said Tract 2, for 231.22 feet to the Southwest corner of said Tract 2; thence S. 2°00'34" E., along the easterly Right-of-way line of S.W. 10th Street, for 66.57 feet to a Point of Curvature; thence Southeasterly along a circular curve to the left having a radius of 149.80 feet and a central angle of 35°29'22" for an arc distance of 123.76 feet to a Point of Tangency; thence S. 37°29'34" E., for 48.42 feet to a Point of Curvature; thence Southeasterly along a circular curve to the right having a radius of 174.21 feet and a central angle of 43°33'43" for an arc distance of 133.99 feet to a Northwest corner of a Dade County Park as depicted by Metroland No. 9413; thence N. 87°02'39" E., along a North line of the said Dade County Park, for 110.79 feet to the Southwest corner of said Tract 13; thence N. 3°39'19" E., along a West line of the said Dade County Park, for 161.30 feet to the Northwest corner of the South 25.00 feet of said Tract 13; for 177.42 feet to the Point of Beginning;

AND

Begin at the Southwest corner of Tract 1 of the said plat of METTLER HONES SUNSET PARK SECTION FOUR; thence Southeasterly along a circular curve to the left having a radius of 232.47 feet and a central angle of 35°29'22" for an arc distance of 143.99 feet to a Point of Tangency (that mentioned to the left having a radius of 232.47 feet and a central angle of 35°29'22" for an arc distance of 143.99 feet to a Point of Tangency); thence Southeasterly along the easterly Right-of-way line of said S.W. 10th Street; thence, continue along the easterly Right-of-way line of said S.W. 10th Street, for 160.09 feet to a Point of Curvature; thence Southeasterly and Southerly along a circular curve to the left having a radius of 124.77 feet and a central angle of 43°33'43" for an arc distance of 93.61 feet to a Point of Curvature; thence Southeasterly along a circular curve to the right having a radius of 140.09 feet and a central angle of 4°00'33" for an arc distance of 99.37 feet to a Point of Tangency; thence S. 87°00'47" W., along the South line of said Tract 1a and 1b, for 348.03 feet; thence N. 2°33'13" W., for 35.94 feet to a Point of Curvature; thence Southeasterly, Northeasterly and Easterly along a circular curve to the right having a radius of 50.00 feet and a central angle of 90°33'39" for an arc distance of 79.31 feet; thence N. 87°02'39" E., along the Southerly Right-of-way line of said Tract 1, for 150.00 feet to the Southwest corner of said Tract 1; thence S. 2°00'34" E., along the West line of said Tract 1, for 164.90 feet to the Point of Beginning, lying and being in Dade County, Florida.

RECORDED IN PUBLIC RECORDS OF
DADE COUNTY, FLORIDA
BOOK 12630 PAGE 550
RECORDED

1987 JAN 26

27R028162

GRANT OF EASEMENT

RECEIVED 13158 3075

THIS INDENTURE, made this 22nd day of JANUARY, 1987,
between SUNSET & 97 LTD., a Florida limited partnership,
hereinafter called "Grantor", whose mailing address is 2100 Coral
Boulevard, Suite 403, Miami, Florida 33143, party of the first part,
and PARK HILL LIMITED PARTNERSHIP, a Maryland limited partnership
hereinafter called "Grantee," whose mailing address is 6173
Executive Boulevard, Rockville, Maryland 20852, party of the
second part.

Grantor, for good and valuable consideration, the receipt of
which is hereby acknowledged, hereby conveys to Grantee, its suc-
cessors and assigns, the right, privilege and easement to put a
sign not greater than eight feet by three feet (subject to Dade
County code restrictions), to be located at the extreme northern-
most frontage of the Property of that certain land as described
in Exhibit "A" attached hereto and made a part hereof.

Grantor reserves the right to use the lands covered by the
easement herein granted for any and all purposes not interfering
with Grantee's use, occupation and enjoyment thereof.

EXECUTED as of the date first above written.

Signed in the presence of:

SUNSET & 97 LTD.

[Signature]

By: [Signature]
General Partner

[Signature]

50
Notary Public
State of Florida
My Commission Expires
12-26-87

STATE OF FLORIDA)
COUNTY OF DADE)

45
Notary Public
State of Florida
My Commission Expires
12-26-87

The foregoing instrument was acknowledged before me this
22nd day of January, 1987, by [Signature], General
Partner of SUNSET & 97 LTD., a Florida limited partnership, on
behalf of the limited partnership.

[Signature]
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 26, 1987
EX-100 THE ORIGINAL IS IN...



9.00

REC 13158-3076

EXHIBIT "A"

DESCRIPTION OF ALLEY:

Parcel of land in Tract 15 of "DADE COUNTY DEVELOPMENT COMPANY"
recorded in Plat Book 1 at Page 84 of the Public Records of
Dade County, Florida, described as follows:

Commence at the N.W. corner of Tract 1 of "HEPTLER HOMES SUNSET
SECTION FOUR", as recorded in Plat Book 76 at Page 24 of the
Public Records of Dade County, Florida; thence S 2° 00' 34" E
along the West line of said Tract 1 for 150.00 feet to the S.W.
corner of said Tract 1; thence S 87° 02' 59" W for 25.53 feet;
thence N 2° 00' 34" W along a line parallel with the West line of
said Tract 1 for 150.00 feet to a point on a line that is 50.00
feet South of and parallel with the centerline of S.W. 72nd
Street, as shown on said plat of "HEPTLER HOMES SUNSET PARK
SECTION FOUR"; thence N 87° 02' 39" E along the previously
described line for 25.53 feet to the Point of Beginning, lying
entirely within Dade County, Florida.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD NUMBER
RICHARD P. BRUNKEE
CLERK CIRCUIT COURT

20138PG3808

ADDENDUM "D"

instrument was prepared by
when recorded return to:

P. Anderson, Esq.
g & Spalding
Peachtree Street
Atlanta, Georgia 30303-1763

02R024445 2002 JAN 14 14:55

DOCS/PDEE 0.60 SURTX 0.45
HARVEY RUVIN, CLERK DADE COUNTY, FL

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") made and entered as of July 30, 2001 by and between THURMAN PARK HILL, LP, a FL limited partnership ("Grantor") and TCI TKR OF SOUTH DADE, INC., a _____ corporation ("Grantee");

WITNESSETH: That,

WHEREAS, Grantor owns certain real property located in the County of Miami-Dade, State of Florida, being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Grantor desires to grant and convey to Grantee certain easement rights over the Property; and

WHEREAS, Grantor and Grantee desire to provide for such easement rights on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, TEN AND NO/100 DOLLARS (\$10.00) in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants, bargains, sells and conveys to Grantee, a non-exclusive easement on, in, under, over, and across a sufficient portion of the Property as Grantor reasonably determines necessary to allow Grantee to install, replace, repair, maintain, service and operate cable distribution plant and equipment ("Facilities") to the Property.

46.50

2. Conditions to Grant. As conditions to the grant of easement described herein, covenants and agrees as follows:

(a) The Facilities shall be installed, replaced, repaired, maintained, serviced and operated pursuant to this Agreement and the Construction Plans (defined below).

(b) All construction and maintenance work performed pursuant to this Agreement shall be performed in a good and workmanlike manner, lien-free, and without interference with tenants or the operations of the Property.

(c) All wires, cables, conduits, manholes and other equipment shall be installed underground (except for (i) wires or cables located within the walls of apartments located on the Property, (ii) power nodes located at site(s) agreed upon by Grantor and Grantee, and (iii) any buildings, towers or other receiving equipment necessary for delivery of wireless services, as shall be approved by Grantor, which approval shall not be unreasonably withheld) and in conformity with the Construction Plans.

(d) Grantee shall leave the Property in a clean, sightly, and safe condition, with all rubbish and debris removed therefrom, and shall repair and restore the Property to its former state, including, without limitation, replanting of grass, flowers, shrubs, and other landscaping.

(e) Grantee shall use its best efforts to exercise its rights under this Agreement in such a manner as to minimize disruption or damage to the Property, including without limitation, minimizing the disruption of traffic to and around the Property and avoiding damage to the grounds, sprinkler lines, utilities, and landscaping on the Property.

(f) Any activities permitted hereunder shall be completed as soon as reasonably possible once commenced.

(g) Any activities permitted hereunder shall be done only upon reasonable prior notice to and approval by Grantor (except in the case of an emergency), including without limitation approval as to matters of scheduling and location.

(h) Within forty-five (45) days after execution of this Agreement, Grantor and Grantee shall establish a mutually agreeable construction schedule for the construction and installation of the Facilities. Prior to commencing the installation and construction any portion of the Facilities on the Property, Grantee shall provide Grantor with detailed instruction and installation plans for all elements of the Facilities to be located on or in any part of the Property (the "Construction Plans"). Grantor and Grantee shall diligently work toward mutually agreeable Construction Plans in a timely manner. Grantee must obtain the prior written approval of Grantor before installing any cable or other equipment at the Property, except to the extent that such work constitutes "Minor work" (as defined below). The Construction Plans, and related specifications and drawings shall conform to Grantor's written rules and regulations provided to Grantee, applicable building codes and other laws and regulations, and shall be in sufficient detail as to enable Grantee's contractor to obtain all necessary governmental permits for

commencement of the work and to secure complete bids from qualified subcontractors to perform the work. Notwithstanding the foregoing, Grantee shall be entitled to conduct routine maintenance and minor reconstruction or alteration of the Facilities (including, without limitation, replacement, supplementation and substitution of hard drives, switches, software and other Grantee Facilities located in the area designated as the Equipment Room) (collectively, "Minor Work") without the prior approval of Grantor and without being obligated to prepare specifications, plans or drawings therefor, provided that (i) the total cost of any such Minor Work to be performed with respect to any one logically whole project does not exceed Fifteen Thousand and No/100 Dollars (\$15,000.00), (ii) the Facilities after any such Minor Work is substantially equivalent in size, function, location and operation to the Facilities existing prior to such Minor work, and (iii) any work (A) that affects the Property's aesthetic appearance, structural integrity or mechanical, plumbing, electrical, heating, ventilation, air conditioning, life safety or other Property systems, (B) that Grantee knows, or reasonably should know, will disturb or has disturbed an environmentally sensitive conditions or materials on the Property, or (C) that involves the installation, replacement or substantial modification of any generator, fuel tank or battery, or (D) that is likely to disrupt any resident's quiet enjoyment of the Property is, by definition, not "Minor Work."

3. Grantee Default. In the event Grantee should default in the performance of its obligations hereunder, then Grantor shall be entitled to cure such default. All expenses which are incurred to cure the default shall be paid by Grantee within thirty (30) days after receipt of documentation of such expenses.

4. Reservation of Rights: Prior Agreements. Grantor hereby reserves, for it and its successors and assigns, the right (i) to use the Property upon which the Facilities are located for the purposes for which such property has been established and for any other purposes which are not inconsistent with the grant of the easement set forth herein. Grantee shall have no right to expand or relocate the Facilities without the prior written consent of Grantor, which may not be unreasonably withheld. This Agreement represents the entire easement agreement of the parties hereto, and all prior easement agreements, if any, whether written or oral, recorded or unrecorded, or between the parties hereto or any predecessors to the parties hereto, shall be superseded hereby.

5. Indemnification. By its execution below, Grantee does hereby indemnify and shall hold Grantor harmless from and against any and all loss, cost, damage, liability, or expense, including, without limitation, attorneys' fees and costs of litigation, suffered or incurred by Grantor in connection with Grantee's use, installation, replacement, repair, or maintenance of the Facilities, and with the activities performed by Grantee, its agents, licensees, invitees, representatives, and employees pursuant to this Agreement.

6. Assignment. The word "Grantor" shall include the successors, successors-in-title, and assigns of Grantor, but with respect to the Grantee, there shall be no succession to or assignment of the rights conveyed to Grantee hereunder without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

7. Governing Law. This Agreement is made and entered into as a contract binding land and is to be governed, construed and enforced in accordance with the laws of the State of Florida.

8. Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or courier or mailed by registered or certified mail, return receipt requested, postage prepaid and addressed to the party at the address set forth below:

if to Grantor:

Thurman Park Hill, LP
c/o Fifteen Multifamily Advisory, Inc.
763 Collins Ave., Suite 304
Miami, Florida 33139
Attention: Ian Sanders

With a copy to:

Jill P. Anderson, Esq.
King & Spalding
191 Peachtree Street
Atlanta, Georgia 30303-1763

if to Grantee:

TCI TKR of South Dade, Inc.
c/o AT&T Broadband
Commercial Accounts Director
2601 S.W. 145 Ave.
Miramar, Florida 33027

With a copy to:

Sheila Gallagher Theus
AT&T Legal Department
5934 Richard Street
Jacksonville, Florida 32226

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand or courier delivery, or on the third (3rd) day following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least thirty (30) days prior written notice thereof, any party may from time to time at any time change its mailing address hereunder.

9. Term. The parties hereto acknowledge that simultaneously with the execution and delivery of this Agreement, they have entered into that certain Broadband Service Agreement dated of even date herewith (the "Broadband Service Agreement"). The term of this Agreement shall be co-terminus with the term of the Broadband Service Agreement. Upon the expiration or earlier termination of the Broadband Service Agreement, this Agreement shall automatically terminate without any further action required by the parties hereto; provided, however, that if either party or any successor party shall desire written evidence of any such termination of this Agreement for recordation in the public records of Miami-Dade County, Florida or otherwise, then the parties shall promptly cooperate to enter into written evidence of termination.

10. Grantee shall have the right to record this Easement in the Public Records of Miami-Dade County at its own cost and expense.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their respective hands and seals the day and year first above written.

Signature pages follow.

20138PG3813

GRANTOR:

[Signature]
less Signature (as to Grantor)

[Signature]
ted Name

THURMAN PARK HILL, LP,
a PL limited partnership

By: IAN SANDERS

^B
its Authorized Signatory

[Signature]
By: Ian Sanders

[Signature]
Witness Signature (as to Grantor)

Joe Kuipers
Printed Name

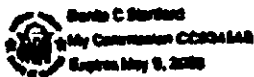
STATE OF FLORIDA)

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 30th day of July, 2001, by Ian Sanders, an authorized officer on behalf of Thurman Park Hill, LP, a PL limited partnership. He is personally known to me or has produced for identification.

Witness my hand and official seal in the County and State last aforesaid this 30th day of July, 2001.

NOTARY RUBBER STAMP SEAL



[Signature]
Notary Signature

Bonita C. Stanford
Printed Notary Signature

20.38PG0014

GRANTEE:

and C. [Signature]
Signature (as to Grantee)

TCI TKR OF SOUTH DADE, INC.
a _____ corporation

FEA C. MOSTIC
Name

By: [Signature]
KELVIN FEL (name)
GR. Vice President

[Signature]
Signature (as to Grantee)

on Stagliano
d Name

TE OF FLORIDA)
NTY OF Broward)

The foregoing instrument was acknowledged before me this 6 day of August, 2001, by Kelvin Fel, an officer of TCI TKR of South Dade, Inc., a _____ corporation. He is personally known to me or has produced _____ for verification.

Witness my hand and official seal in the County and State last aforesaid this 6 day of August, 2001.

NOTARY RUBBER STAMP SEAL

[Signature]
Notary Signature



Ann L. Leftik
Printed Notary Signature

2013803815

Exhibit A

Legal Description of Property

[attached]

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Exhibit "A"
Legal Description

Parcel I:

Portion of Tracts 14, 15, 19 and 20, of DADE COUNTY DEVELOPMENT COMPANY, recorded in Plat Book 1, Page 84, of the Public Records of Miami-Dade County, Florida, lying in Section 33, Township 54 South, Range 40 East, being more particularly described as follows:

PARCEL SOUTH:

Begin at the Southwest corner of said Tract 19; thence North $1^{\circ}58'26''$ West, along the West line of said Tract 19, for 557.34 feet; thence North $87^{\circ}06'47''$ East along a line 85.00 feet south of and parallel with the North line of said Tracts 19 and 20, also being the Southerly boundary of an 85 foot City of Miami Water Easement for 659.88 feet; thence South $87^{\circ}10'55''$ East, along the East line of said Tract 20, for 558.12 feet; thence South $87^{\circ}10'55''$ West, along the South line of Tracts 19 and 20, for 660.62 feet to the Point of Beginning;

LESS AND EXCEPTING THEREFROM the South 25.00 feet thereof (conveyed to Miami-Dade County, Florida, for right of way for S.W. 76th Street).

AND

PARCEL EAST:

Begin at the Southeast corner of Tract 2, HEFTLER HOMES SUNSET PARK, SECTION FOUR, recorded in Plat Book 76, Page 24, Public Records of Miami-Dade County, Florida; thence South $87^{\circ}59'26''$ West, along the South line of said Tract 2, for 232.22 feet to the Southwest corner of said Tract 3; thence South $2^{\circ}00'34''$ East, along the Easterly right-of-way line of S.W. 94th Place, for 64.57 feet to a point of curvature; thence Southeasterly along a circular curve to the left having a radius of 199.80 feet and a central angle of $35^{\circ}29'22''$ for an arc distance of 123.76 feet to a point of tangency; thence South $37^{\circ}29'56''$ East for 38.42 feet to a point of curvature; thence Southeasterly and Southerly along a circular curve to the right having a radius of 174.71 feet and a central angle of $43^{\circ}55'43''$ for an arc distance of 133.95 feet to a Northwest corner of a Miami-Dade County Park as adopted by Resolution No. 9413; thence North $87^{\circ}02'39''$ East, along a North line of the said Miami-Dade County Park for 119.79 feet (Park Deed 120 feet); thence North $3^{\circ}39'19''$ East, along a West line of the said Miami-Dade County Park for 168.50 feet to the Northwest corner of the South 2/5 of Tract 13 of the said Plat of Dade County Development Company; thence North $2^{\circ}00'34''$ West along the West line of said Tract 13 (also being the East line of said Tract 14) for 177.42 feet to the Point of Beginning.

AND

PARCEL WEST:

Begin at the Southeast corner of Tract 1 of the said Plat of HEFTLER HOMES SUNSET PARK SECTION FOUR; thence Southeasterly along a circular curve to the left having a radius of 232.47 feet and a central angle of $35^{\circ}29'22''$ for an arc distance of 143.99 feet to a point of tangency (last mentioned course being coincident with the Westerly right-of-way line of said

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LEGAL DESCRIPTION
CONTINUED

W. 94th Place); thence continue along the Westerly right-of-way line of said S.W. 94th Place, South 37°29'56" East for 140.09 feet to a point of curvature; thence Southeasterly and Southerly along a circular curve to the right having a radius of 124.71 feet and a central angle of 43°55'43" for an arc distance of 95.61 feet to a point of compound curvature; thence Southwesterly along a circular curve to the right having a radius of 420.95 feet and a central angle of 4°00'53" for an arc distance of 99.57 feet to a point on the South line of said Tract 14; thence South 87°06'47" West along the South line of said Tracts 14 and 15 for 368.05 feet; thence North 2°53'13" West for 52.94 feet to a point of curvature; thence Northerly, Northeasterly and Easterly along a circular curve to the right having a radius of 50.00 feet and a central angle of 90°52'39" for an arc distance of 79.31 feet; thence North 2°00'34" West for 489.18 feet to a point of the Southerly right-of-way line Sunset Drive (S.W. 72nd Street); thence North 87°02'59" East, along the Southerly right-of-way of said Sunset Drive for 25.53 feet to the Northwest corner of said Tract 1; thence South 2°00'34" East, along the West line of said Tract 1, for 150.00 feet to the Southwest corner of said Tract 1; thence North 87°59'28" East along the South line of said Tract 1 for 164.99 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

FORMERLY KNOWN AS:

All of PARK HILL CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 10680, Page 366, Public Records of Miami-Dade County, Florida, as amended and/or supplemented.

LESS:

A parcel of land in Tract 15 of DADE COUNTY DEVELOPMENT COMPANY, recorded in Plat Book 1, Page 84, Public Records of Miami-Dade County, Florida, described as follows:

Commence at the N.W. corner of Tract 1 of HEFTLER HOMES SUNSET PARK SECTION FOUR, recorded in Plat Book 76, Page 24, Public Records of Miami-Dade County, Florida; thence South 2°00'34" East along the West line of said Tract 1 for 150.00 feet to the S.W. corner of said Tract 1; thence South 87°02'59" West for 25.53 feet; thence North 2°00'34" West along a line parallel with the West line of said Tract 1 for 150.00 feet to a point on a line that is 50.00 feet South of and parallel with the center line of S.W. 72nd Street, as shown on said Plat of Heftler Homes Sunset Park, Section Four; thence North 87°02'39" East along the previously described line for 25.53 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

PARCEL II:

Easement for the use and benefit of Parcel I, recorded in Official Records Book 7371, Page 337, of the Public Records of Miami-Dade County, Florida.

Tax Folio Numbers: 30-4033-001-0281
30-4033-001-0311

RECORDED IN OFFICIAL RECORDS BOOK
OF MIAMI-DADE COUNTY, FLORIDA
RECORD YEAR 11 EC
HARVEY RUVIN
CLERK CIRCUIT COURT

Exhibit "16"